

FOREST A. CHRISTIAN
ATTORNEY AT LAW
P.O. DRAWER 190
AREA CODE 205 - PHONE WH 3-2201
FOLEY, ALABAMA 36535

May 29, 1964

Honorable H. M. Hall
Judge of Circuit Court
Bay Minette, Alabama

Re: P. S. Holmes, ind. and as
assignee of FARMERS & MERCHANTS
BANK, Foley, Alabama,
Vs: Thomas C. Harrison
Case No. 2030

Dear Judge Hall:

Kindly render judgment in the case mentioned above in
the amount of \$631.00.

Cordially yours,


FOREST A. CHRISTIAN

3 notes attached

100.00

JUN 5 - 1967

Foley, Baldwin County, Alabama,

19

ON OR BEFORE the 5th day of AUGUST

1961, I or we, promise

to pay to the order of FARMERS & MERCHANTS BANK of Foley, Alabama, at said bank, the sum of

One Hundred = = = = = DOLLARS

for value received, with interest at the rate of eight per cent (8%) per annum, from maturity.

The parties to this instrument, jointly and severally, agree to pay this note and waive as to this debt, or any renewal thereof, all right to exemption under the Laws and Constitution of Alabama or any other State as to personal property, and agree to pay all cost of collecting or securing or attempting to collect or secure this debt, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and all notice of protest, demand, presentment or other requirements are specifically waived.

In order to secure the payment of this note and any and all installments thereof, and any other indebtedness to said bank, I or we, hereby GRANT, BARGAIN, SELL and CONVEY to Farmers & Merchants Bank of Foley, its successors and assigns, the following described property, to-wit:-

Ten (10) head mixed breed hogs weighing about 100 lbs each; 1951 Model Ford

V8 Tudor Sedan Motor No. MP=121398;

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

JUN 19 1961 8:00AM

and that no tax was collected. Recorded in

Book 268

Page 283

Judge of Probate

By

(Payable \$ 10. per week beginning 6-12-1961 and every month thereafter;)

and any and all other personal property, whether herein specifically described or not, owned by me or us or in which I or we may have an interest and wherever located, and I or we include herein all personal property acquired after the date of execution of this instrument.

I or we, hereby covenant and warrant to Farmers & Merchants Bank that I or we have a full right to convey all property as herein above conveyed; that it is free and clear from all liens and encumbrances and agree that this statement is made for the purpose of obtaining this loan. I or we also authorize and empower Farmers & Merchants Bank to apply to the payment of this debt any funds in said bank belonging to me or us.

Default in the payment of any installment shall make all installments due. All of the above property, or any of it, may after maturity and non-payment of this note, in whole or in part, be seized and sold by the said Farmers & Merchants Bank of Foley, its agents, successors or assigns at private sale or public auction, for cash, at the place where said property is, or at Farmers & Merchants Bank building in Foley, Alabama, after posting for one day or more, written notices in three public places in Foley, Alabama; the proceeds of such sale to be applied first, to the expense of advertising, selling, conveying, attorney's fee and payment of recording fees and second, to the payment of the sums due hereunder or by virtue of any other instrument, and the balance, if any, to the undersigned. The Farmers & Merchants Bank is hereby authorized to become the purchaser at any sale held by virtue of this instrument.

I or we hereby specifically agree that the property above described may be considered as security for any other debts now or hereafter due and unpaid by me or us to the Farmers & Merchants Bank, and that all provisions of seizure and sale shall apply both to this instrument and to notes evidencing any other indebtedness.

I or we hereby agree upon demand being made by the said Farmers & Merchants Bank, its agent or attorney, to deliver all of said property hereby conveyed to said Bank immediately and hereby agree to pay all costs of taking possession of said property including a reasonable attorney's fee.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS my or our hands and seals on this the day and year first above written.

WITNESS.

Thomas C. Harrison
= Thomas C. Harrison = (SEAL)

Foley, Ala.
General Delivery; (SEAL)

No. 67605

R.1.15 (P)
Garners & Mer. Bk

\$ 200.00

Foley, Baldwin County, Alabama, 2-10-62, 19

ON OR BEFORE the 10th day of May, 1962, I or we, promise to pay to the order of O. S. Holmes at Farmers & Merchants Bank, Foley, Ala., the sum of Two Hundred - - - - - DOLLARS

for value received, with interest at the rate of eight per cent (8%) per annum, from maturity. The parties to this instrument, jointly and severally, agree to pay this note and waive as to this debt, or any renewal thereof, all right to exemption under the Laws and Constitution of Alabama or any other State as to personal property, and agree to pay all cost of collecting or securing or attempting to collect or secure this debt, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and all notice of protest, demand, presentment or other requirements are specifically waived.

In order to secure the payment of this note and any and all installments thereof, and any other indebtedness to said bank, I or we, hereby GRANT, BARGAIN, SELL and CONVEY to Farmers & Merchants Bank of Foley, its successors and assigns, the following described property, to-wit:—

1951 Ford V8 Tudor Sedan Motor No. MP121398; 1952 Chevrolet 3/4 ton Stake pickup

Motor No. AKCA 834509

and any and all other personal property, whether herein specifically described or not, owned by me or us or in which I or we may have an interest and wherever located, and I or we include herein all personal property acquired after the date of execution of this instrument.

I or we, hereby covenant and warrant to Farmers & Merchants Bank that I or we have a full right to convey all property as herein above conveyed; that it is free and clear from all liens and encumbrances and agree that this statement is made for the purpose of obtaining this loan. I or we also authorize and empower Farmers & Merchants Bank to apply to the payment of this debt any funds in said bank belonging to me or us.

Default in the payment of any installment shall make all installments due. All of the above property, or any of it, may after maturity and non-payment of this note, in whole or in part, be seized and sold by the said Farmers & Merchants Bank of Foley, its agents, successors or assigns at private sale or public auction, for cash, at the place where said property is, or at Farmers & Merchants Bank building in Foley, Alabama, after posting for one day or more, written notices in three public places in Foley, Alabama; the proceeds of such sale to be applied first, to the expense of advertising, selling, conveying, attorney's fee and payment of recording fees and second, to the payment of the sums due hereunder or by virtue of any other instrument, and the balance, if any, to the undersigned. The Farmers & Merchants Bank is hereby authorized to become the purchaser at any sale held by virtue of this instrument.

I or we hereby specifically agree that the property above described may be considered as security for any other debts now or hereafter due and unpaid by me or us to the Farmers & Merchants Bank, and that all provisions of seizure and sale shall apply both to this instrument and to notes evidencing any other indebtedness.

I or we hereby agree upon demand being made by the said Farmers & Merchants Bank, its agent or attorney, to deliver all of said property hereby conveyed to said Bank immediately and hereby agree to pay all costs of taking possession of said property including a reasonable attorney's fee.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS my or our hands and seals on this the day and year first above written.

WITNESS.

J. B. Farrington (SEAL)

Gen Del. Foley, Ala

No.-----

8 100.00

Foley, Baldwin County, Alabama,

19

ON OR BEFORE the 6th day of

July

1961

I or we, promise

to pay to the order of FARMERS & MERCHANTS BANK of Foley, Alabama, at said bank, the sum of

One Hundred

DOLLARS

for value received, with interest at the rate of eight per cent (8%) per annum, from maturity. DATE

The parties to this instrument, jointly and severally, agree to pay this note and waive as to this debt, or any renewal thereof, all right to exemption under the Laws and Constitution of Alabama or any other State as to personal property, and agree to pay all cost of collecting or securing or attempting to collect or secure this debt, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and all notice of protest, demand, presentment or other requirements are specifically waived.

In order to secure the payment of this note and any and all installments thereof, and any other indebtedness to said bank, I or we, hereby GRANT, BARGAIN, SELL and CONVEY to Farmers & Merchants Bank of Foley, its successors and assigns, the following described property, to-wit:—

Eight (8) Feeder Hogs.

and any and all other personal property, whether herein specifically described or not, owned by me or us or in which I or we may have an interest and wherever located, and I or we include herein all personal property acquired after the date of execution of this instrument.

I or we, hereby covenant and warrant to Farmers & Merchants Bank that I or we have a full right to convey all property as herein above conveyed; that it is free and clear from all liens and encumbrances and agree that this statement is made for the purpose of obtaining this loan. I or we also authorize and empower Farmers & Merchants Bank to apply to the payment of this debt any funds in said bank belonging to me or us.

Default in the payment of any installment shall make all installments due. All of the above property, or any of it, may after maturity and non-payment of this note, in whole or in part, be seized and sold by the said Farmers & Merchants Bank of Foley, its agents, successors or assigns at private sale or public auction, for cash, at the place where said property is, or at Farmers & Merchants Bank building in Foley, Alabama, after posting for one day or more, written notices in three public places in Foley, Alabama; the proceeds of such sale to be applied first, to the expense of advertising, selling, conveying, attorney's fee and payment of recording fees and second, to the payment of the sums due hereunder or by virtue of any other instrument, and the balance, if any, to the undersigned. The Farmers & Merchants Bank is hereby authorized to become the purchaser at any sale held by virtue of this instrument.

I or we hereby specifically agree that the property above described may be considered as security for any other debts now or hereafter due and unpaid by me or us to the Farmers & Merchants Bank, and that all provisions of seizure and sale shall apply both to this instrument and to notes evidencing any other indebtedness.

I or we hereby agree upon demand being made by the said Farmers & Merchants Bank, its agent or attorney, to deliver all of said property hereby conveyed to said Bank immediately and hereby agree to pay all costs of taking possession of said property including a reasonable attorney's fee.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS my or our hands and seals on this the day and year first above written.

WITNESS.

Gen Del.

Foley, Ala.

No.-----

Tom Harrison (SEAL)

Janie Harrison (SEAL)

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons THOMAS C. HARRISON, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, Alabama, at the place of holding same by O. S. HOLMES, individually and as assignee of FARMERS & MERCHANTS BANK, Foley, Alabama.

Witness my hand this the 12 day of April, 1964.

Deirdre J. Alcock
Clerk

* * * * *

COMPLAINT

P. S. HOLMES, individually and as
assignee of FARMERS & MERCHANTS BANK,
Foley, Alabama,

PLAINTIFF,

VS:

THOMAS C. HARRISON,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT I:

The Plaintiff claims of the Defendant ONE HUNDRED & 00/100 DOLLARS, (\$100.00) due by promissory note made by him, on the 5th day of April, 1961, and payable on the 6th day of July, 1961, with interest thereon.

Said note provides for a reasonable attorneys fee, which the Plaintiff alleges to be TWENTY-FIVE & 00/100 DOLLARS (\$25.00).

COUNT II:

The Plaintiff claims of the Defendant FORTY & 00/100 DOLLARS (\$40.00), due by promissory note made by him, on the 5th day of June, 1961, and payable on the 5th day of August, 1961, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be TWENTY-FIVE & 00/100 DOLLARS (\$25.00).

COUNT III:

The Plaintiff claims of the Defendant TWO HUNDRED & 00/100 DOLLARS (\$200.00) due by promissory note made by him, on the 10th day of February, 1962, and payable on the 10th day of May, 1962, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be FIFTY & 00/100 DOLLARS (\$50.00).

COUNT IV:

The Plaintiff claims of the Defendant ONE HUNDRED SEVENTY-ONE &

Summons & Complaint

- 2 -

00/100 DOLLARS (\$171.00), due January 1, 1964 for monies loaned to the Defendant as is evidenced by certain checks at various times, with interest thereon.



Attorney for Plaintiff

Defendant's Address:

General Delivery
Foley, Alabama

E4-4-29-64

78 6038

SUMMONS

and as
O. S. HOLMES, assignee of FARMERS
& MERCHANTS BANK, Foley, Alabama,

PLAINTIFF,

- VS -

THOMAS C. HARRISON,

DEFENDANT.

Received 21 day of April 1964
and on 29 day of April 1964
I served a copy of the within
on Thomas C. Harrison
By service on _____

TAYLOR WILKINS Sheriff
By Carlisle Childers D. S.

Foley

Sheriff claims 12 miles at
Ten Cents per mile Total's 7.21
BY Carlisle Childers Sheriff
DEPUTY SHERIFF

FILED

APR 21 1964

ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA