

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

February 23, 1965

Honorable Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama

Re: The First Bank & Trust
Company of Pensacola
Vs: Irving F. Welch
Case No. 6285

Dear Judge Mashburn:

Kindly render a Judgment on the promissory waive
notes which are enclosed as follows:

Principal	\$ 950.00
Interest	130.00
Attorney's fee	<u>190.00</u>
T O T A L	<u><u>\$1270.00</u></u>

Cordially yours,


FOREST A. CHRISTIAN

Enclosures: Series of Notes,
on the above case.

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons IRVING F. WELCH, 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 THE FIRST BANK & TRUST COMPANY OF PENSACOLA.

Witness my hand this the 4 day of November, 1964.

Alice J. Duck
Clerk

* * * * *

COMPLAINT

THE FIRST BANK & TRUST COMPANY)
OF PENSACOLA,)

PLAINTIFF,)

VS:)

IRVING F. WELCH,)

DEFENDANT.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

6285

The Plaintiff claims of the Defendant NINE HUNDRED FIFTY & 00/100 DOLLARS (\$950.00), due on promissory note made by him on the 1st day of June, 1964, and payable on the 1st day of July, 1964, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be ONE HUNDRED NINETY & 00/100 DOLLARS (\$190.00).

Paul Clemin
Attorney for the Plaintiff

Defendant's address:

Orange Beach, Alabama

FILED
NOV 4 1964
ALICE J. DUCK, CLERK
REGISTER

I will personally
be responsible for
Court Costs in
this case
Paul Clemin

6283-
Orange Beach
SUMMONS AND COMPLAINT

THE FIRST BANK & TRUST COMPANY
OF PENSACOLA,

PLAINTIFF,

VS:

IRVING F. WELCH,

DEFENDANT.

Received 5 day of Nov 1904
and on 16 day of Dec 1904
I serve a copy of the within
on Irving F. Welch

By service on

TAYLOR WILKINS, Sheriff

Orange Beach

Sheriff claims 120
Ten Cents per copy 1200
TAYLOR WILKINS
BY CC
DEPUTY SHERIFF

FILED

NOV 4 1904

AUDIE L. DICK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

DISCOUNT	\$ 950.00	PENSACOLA, FLORIDA	June 1, 1964
STAMPS	AFTER DATE I PROMISE TO PAY		
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, FOR VALUE RECEIVED		
LIFE INS.	Nine Hundred Fifty and no/100 ----- DOLLARS		
	PAYABLE IN CONSECUTIVE INSTALLMENTS OF \$ 25.00 PER Mo. plus interest THE FIRST INSTALLMENT TO BE		
	PAYABLE 7-1-64 WITH INTEREST AT THE RATE OF 8 % PER ANNUM FROM date , mo.		
	UNTIL PAID, AT THE OFFICE OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLORIDA.		
	FAILURE TO PAY ANY INSTALLMENT WHEN DUE SHALL RENDER THE ENTIRE AMOUNT THEN REMAINING UNPAID IMMEDIATELY DUE AND PAYABLE.		
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.		
	MAILING ADDRESS		
	Consolidating two L&D		
	notes in the amount of		
	\$750.00 and \$200.00		
	Dwight F. Mink (SEA)		
	Orange Beach, Ala. (S)		

DISCOUNT	\$ 750.00	PENSACOLA, FLA.	Oct. 26 1963
STAMPS	60 days AFTER DATE I PROMISE TO PAY		
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.		
LIFE INS.	Seven hundred fifty dollars and no/100 DOLLARS		
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF 8 PER CENT PER ANNUM FROM date		
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.		
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.		
	MAILING ADDRESS		
	renewal		
	Dwight F. Mink (SEAL)		
	Orange Beach, Alabama (SEAL)		

DISCOUNT	\$ 750.00	PENSACOLA, FLA.	8-27 1963
STAMPS	60 days AFTER DATE I PROMISE TO PAY		
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.		
LIFE INS.	Seven hundred fifty dollars and no/100 DOLLARS		
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF 8 PER CENT PER ANNUM FROM date		
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.		
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.		
	MAILING ADDRESS		
	Dwight F. Mink (SEAL)		
	Orange Beach, Alabama (SEAL)		

DISCOUNT	\$ 750.00	PENSACOLA, FLA.	5/29 1963
STAMPS	90 days AFTER DATE I PROMISE TO PAY		
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.		
LIFE INS.	Seven hundred fifty and no/100 DOLLARS		
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF 8 PER CENT PER ANNUM FROM date		
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.		
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.		
	MAILING ADDRESS		
	Orange Beach, Ala		
	Dwight F. Mink (SEAL)		
	Orange Beach, Alabama (SEAL)		

DISCOUNT	\$ 750.00	PENSACOLA, FLA.	FEB 26 1963
STAMPS	90 days AFTER DATE I PROMISE TO PAY		
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.		
LIFE INS.	Seven hundred fifty and no/100 DOLLARS		
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF 8 PER CENT PER ANNUM FROM date		
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.		
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.		
	MAILING ADDRESS		
	Dwight F. Mink (SEAL)		
	Orange Beach, Ala. (SEAL)		

DISCOUNT	\$ 250.00	PENSACOLA, FLA.	Nov. 23	19 62
STAMPS	90 days AFTER DATE I PROMISE TO PAY			
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
LIFE INS.	Two Hundred-Fifty and No./100 ----- DOLLARS			
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF 8 PER CENT PER ANNUM FROM date			
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.			
	MAILING ADDRESS			
	renewal			
	The First Bank & Trust Company of Pensacola, Florida (SEAL)			
	Orange Beach, Alabama (SEAL)			

DISCOUNT	\$ 250.00	PENSACOLA, FLA.	September 24,	19 62
STAMPS	60 days AFTER DATE I PROMISE TO PAY			
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
LIFE INS.	Two Hundred Fifty and no/100 ----- DOLLARS			
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF 8 PER CENT PER ANNUM FROM date			
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.			
	MAILING ADDRESS			
	renewal			
	The First Bank & Trust Company of Pensacola, Florida (SEAL)			
	Orange Beach, Alabama (SEAL)			

DISCOUNT	\$ 500.00	PENSACOLA, FLA.	December 4,	19 62
STAMPS	90 days AFTER DATE I PROMISE TO PAY			
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
LIFE INS.	Five Hundred and no/100 ----- DOLLARS			
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF 8 PER CENT PER ANNUM FROM date			
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.			
	MAILING ADDRESS			
	Renewal			
	The First Bank & Trust Company of Pensacola, Florida (SEAL)			
	Orange Beach, Alabama (SEAL)			

DISCOUNT	\$ 500.00	PENSACOLA, FLA.	June 7	19 62
STAMPS	90 days AFTER DATE 2 PROMISE TO PAY			
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
LIFE INS.	Five Hundred and no/100 ----- DOLLARS			
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF 8 PER CENT PER ANNUM FROM date			
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.			
	MAILING ADDRESS			
	Orange Beach, Ala.			
	The First Bank & Trust Company of Pensacola, Florida (SEAL)			
	Orange Beach, Alabama (SEAL)			

DISCOUNT	\$ 500.00	PENSACOLA, FLA.	September 5,	1962
STAMPS	90 days AFTER DATE I PROMISE TO PAY			
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
LIFE INS.	Five Hundred and no/100 ----- DOLLARS			
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF 7 PER CENT PER ANNUM FROM date			
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.			
	MAILING ADDRESS			
	renewal			
	The First Bank & Trust Company of Pensacola, Florida (SEAL)			
	Orange Beach, Alabama (SEAL)			

DISCOUNT	\$ 500.00	PENSACOLA, FLA.	3/9/62	19
STAMPS	150	90 days AFTER DATE D PROMISE TO PAY		
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
LIFE INS.	Five Hundred and 00/100 DOL			
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF seven PER CENT PER ANNUM FROM date			
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.			
	MAILING ADDRESS			
	J. F. Melch (SEAL)			
	Orange Beach, Alabama (SEAL)			

DISCOUNT	\$ 200.00	PENSACOLA, FLA.	Oct. 26	1963
STAMPS	60 days	AFTER DATE I PROMISE TO PAY		
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
LIFE INS.	Two hundred dollars and no/100 DOLLARS			
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF 8 PER CENT PER ANNUM FROM date			
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.			
	MAILING ADDRESS			
	J. F. Melch (SEAL)			
	Orange Beach, Alabama (SEAL)			

DISCOUNT	\$ 200.00	PENSACOLA, FLA.	8-27	19 63
STAMPS	60 days	AFTER DATE d PROMISE TO PAY		
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
LIFE INS.	Two hundred and no/100 DOLLARS			
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF PER CENT PER ANNUM FROM date			
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.			
	MAILING ADDRESS			
	J. F. Melch (SEAL)			
	(SEAL)			

DISCOUNT	\$ 200.00	PENSACOLA, FLA.	July 29, 1963	19
STAMPS	30	30 days or Aug. 27, 1963 AFTER DATE I PROMISE TO PAY		
RECORDING	TO THE ORDER OF THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
LIFE INS.	Two Hundred and no/100 DOLLARS			
	FOR VALUE RECEIVED WITH INTEREST AT THE RATE OF PER CENT PER ANNUM FROM date			
	UNTIL PAID, PAYABLE AT THE FIRST BANK & TRUST COMPANY OF PENSACOLA, PENSACOLA, FLA.			
	All makers, endorsers, and persons now or hereafter becoming parties hereto, hereby waive demand and protest and notice of demand, non-payment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. And all endorsers and sureties agree that this note may in whole or in part be extended or renewed from time to time without notice to them and without release of their liability hereon.			
	MAILING ADDRESS			
	J. F. Melch (SEAL)			
	Orange Beach, Alabama (SEAL)			