FOREST A. CHRISTIAN

ATTORNEY AT LAW P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201 FOLEY, ALABAMA 36535

April 6, 1966

Honorable Telfair Mashburn Judge of Circuit Court Bay Minette, Alabama

> Farmers & Merchants Bank of Re:

Foley, Alabama, a corporation, Edna M. Longrie

Vs:

Case # 6729

Dear Judge Mashburn:

Kindly enter a judgment in the case mentioned above on a promissory waive note as follows: \$110.00 principal, \$5.00 interest, plus a reasonable attorney's fee. requested \$35.00, as minimum in Circuit Court. You will have to decide what a fair fee in this case will be.

Cordially yours

FOREST A/CHRISTIAN

SUMMONS

STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons EDNA M. LONGRIE, 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 FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation.

Witness my hand this the // day of October, 1965.

COMPLAINT FARMERS & MERCHANTS BANK of ĭ Foley, Alabama, a corporation, X IN THE CIRCUIT COURT OF X PLAINTIFF, BALDWIN COUNTY, ALABAMA X VS: AT LAW EDNA M. LONGRIE, χ 20.6729 DEFENDANT. ĭ

The Plaintiff claims of the Defendant the sum of ONE HUNDRED
TEN & 00/100 DOLLARS (\$110.00) due by promissory note made by her
on the 22nd day of June, 1965, and payable on the 1st day of September,
1965, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be THIRTY-FIVE & 00/100 DOLLARS (\$35.00) which is the minimum fee charged in Circuit Court.

Aztorney bor the Plaintiff

Forest A. Christian P. O. Drawer 190 Foley, Alabama

Defendant's address:

P. O. Box 282

Gulf Shores, Alabama

EX-1-23-66



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720.6729

SUMMONS AND COMPLAINT

FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation,

PLAINTIFF,

VS:

EDNA M. LONGRIE, P. O. Box 282 GulfyShores, Alabama,

DEFENDANT.

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10-20 65

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Ala.

FOREST A. CHRISTIAN
FOLEY, ALABAMA

\$ 110.00
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FOLEY, ALABAMA JUN 22 1965

For value received, I or we, jointly and severally, promise to pay to the order of

FARMERS AND MERCHANTS BANK

LARMENO AMO METAL			
FOLEY, ALABAMA			
ONE HUNDRED TEN = = = = = = = = = = = = = = = = = = DOLLARS			
payable at FARMERS AND MERCHANTS BANK, Foley, Alabama, in4 monthly installments of			
\$ 24.00each, and one installment of \$ 16.00, the first installment to become due and payable on			
or before the 20th, day of JULY 19 65, and one installment to become due and pavable on or			
before the 20th day of each succeeding month until the whole of said indebtedness is paid, with interest from Maturity at the rate of 9 per annum. (Payable \$ 12. every 2 weeks) Heavingstellment of this pote is not paid at the time and place specified, the entire amount unpaid shall be			
due and payable at the election of the holder hereof. The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, as to personal waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, as to personal property and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable property and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note severally waives attorney's fee, whether the same be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally waives attorney's fee, whether the same be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally agrees to pay this note and waives attorney's fee, whether the same be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note and they agree that time of payment may demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may demand, presentment, protest, notice to them of such extension. 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.			

No. 21910 (R)

(Seal)