

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons LUCILLE S. WILLIS and CLARENCE WILLIS, 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 20th day of April, 1966.

Deirdre H. Hester
Clerk

* * * * *

COMPLAINT

FARMERS & MERCHANTS BANK	X	
of Foley, Alabama, a corporation,	X	IN THE CIRCUIT COURT OF
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS:	X	AT LAW
LUCILLE S. WILLIS and	X	CASE NO. <u>694D</u>
CLARENCE WILLIS,	X	
DEFENDANTS.	X	

The Plaintiff claims of the Defendants FOUR HUNDRED FIFTY & 00/100 DOLLARS (\$450.00), due by promissory waive note made by them on the 30th day of August, 1965, and payable on the 1st day of October, 1965, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be NINETY & 00/100 DOLLARS (\$90.00).

Forest A. Christian
Forest A. Christian, Foley, Alabama
Attorney for Plaintiff

Defendants' Address is:

Gulf Shores, Alabama

FILED

APR 21 1966

CLERK
REGISTER

Executed 4-24-66

*Layton Wilkins - Sher
by M. Eastburn - R.S.*

NO. 6742

SUMMONS

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

PLAINTIFF,

VS:

LUCILLE S. WILLIS and CLARENCE
WILLIS,

DEFENDANTS.

TAYLOR WILKINS, Sheriff

By *J. M. Eastman* D. S.

Gulf Shores, Ala.

Sheriff's claim 2.00
Ten Cents per mile 20.00
TAYLOR WILKINS, Sheriff

By *J. M. Eastman*
SHERIFF

FILED

APR 21 1966

ADJ. CLERK

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

AUG 30 1965

\$ 500.00

FOLEY, ALABAMA

19

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

FARMERS AND MERCHANTS BANK

FOLEY, ALABAMA

FIVE HUNDRED=====DOLLARS

payable at **FARMERS AND MERCHANTS BANK, Foley, Alabama**, in 10 monthly installments of\$ 50.00 each, and one installment of \$ none, the first installment to become due and payable onor before the 18th. day of SEPTEMBER 19 65, and one installment to become due and payable on orbefore the 18th. day of each succeeding month until the whole of said indebtedness is paid, with interest fromDATE= at the rate of 8 per annum.

If any installment of this note 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 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 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 demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without 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.

72302

Address Gulf Shores, Ala.

(Seal)

(Seal)

[illegible][illegible][illegible]