

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons EDWIN F. ROST, 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, Foley, Alabama, a corporation.

Witness my hand this the 6th day of June, 1966.

Alice D. Week
Clerk

** ** * ** * ** *

COMPLAINT

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

PLAINTIFF,)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

VS:

EDWIN F. ROST,

DEFENDANT.)

AT LAW

7003

The Plaintiff claims of the Defendant ONE HUNDRED FIFTY-TWO & 00/100 DOLLARS (\$152.00), due by promissory waive note made by him on the 7th day of February, 1966; and payable on the 4th day of March, 1966.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be THIRTY & 00/100 DOLLARS (\$30.00).

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

Defendant's address:

P. O. Box 593
Foley, Alabama

or he works at Carson
Printing Co., Foley,
Alabama.

FILED

JUN 6 1966

ALICE D. WEEK, CLERK

64-6-11-66

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

July 11, 1966

Honorable Telfair Mashburn
Circuit Court
Bay Minette, Alabama

Re: Farmers & Merchants Bank
of Foley, Alabama, a corp.
Vs: Edwin F. Rost

Dear Judge Mashburn:

Kindly render a judgment in the above case on a promissory waive note in the amount of \$152.00 principal, \$6.00 interest, and \$30.00 attorney's fee for a total of \$188.00. Promissory waive note is enclosed.

Cordially yours,


FOREST A. CHRISTIAN

Enclosure: Promissory Waive Note.

\$ 200.00

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

TWO HUNDRED=====DOLLARS

payable at **FARMERS AND MERCHANTS BANK, Foley, Alabama**, in 4 monthly installments of \$ 50.00 each, and one installment of \$ none, the first installment to become due and payable on or before the 7th day of MARCH 19 66, and one installment to become due and payable on or before the 7th day of each succeeding month until the whole of said indebtedness is paid, with interest from Maturity 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. 73281

Edwin F. Rost

(Seal)

Address Foley, Ala.

= Edwin F. Rost =

(Seal)

P.O.Box 593