FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

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

May 1, 1967

Honorable Telfair Mashburn Judge of Circuit Court Bay Minette, Alabama 36507

Re: Farmers & Merchants Bank

Vs: Leo Miller and Jo Ann Miller

Case No. 7426

Dear Judge Mashburn:

Kindly render a judgment on the enclosed promissory waive note in the principal amount of \$577.49, no interest, and attorney's fee of \$90.00 for a total of \$667.49.

Cordially yours,

FÓREST A. CHRISTIAN

JAN 10, 1967 FOLEY, ALABAMA

\$ 600,00

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

FARMERS AND MERCHANTS BANK

FOLEY, ALABAMA

payable at FARMERS AND MERCHANTS BANK, Foley, Alabama, in 6 monthly installments of ____, the first installment to become due and payable on February 10 67, and one installment to become due and payable on er _each, and one installment of \$___none_ before the 10th, day of each succeeding month until the whole of said indebtedness is paid, with interest from

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be Maturity at the rate of 8 per annum.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and The parties to this instrument, whether maker, endorser, surety or guarantor, each for himselt, 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 entering or securing or attendance to collect or secure this note including a research. due and payable at the election of the holder hereof.

waives as to this debt, or any renewal thereor, 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 2 reasonable and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including 2 reasonable and maker endorses and maker endorses. property and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including 2 reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and maker, endorser, surrety 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, or 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 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. demand, presentment, protest, notice of protest, suit and all other requirements necessary to noid 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 majurity be extended without notice to them or such extension. The mank at which this note is payable is neverly authorized to ap to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

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Leo Muller .=

(Seal)

The engorsers of this note agree to pay all cost of collec-The given a reasonable attorney's fee, whether costs are tion, including against any one or more of the makers or en-DATE LATE AMOUNT dorsers, or otherwise; and each endorser expressly walves all CHARGES BALANCE FEB 25 1 dorsers, or exemptions under the Constitution and Laws of right to claim exemptions and these United States. PAID XNPAID. 871.50 22.51 right to claim exemplifier or any of these United States, as to this the State of Alabama, not be paid at maturity. 577.49 the State of Alabama, not be paid at maturity. Presentment for debt should this note test and all steps necessary to the state of the s debt should this note independent and all steps necessary to bind each payment, notice and protest and all steps necessary to bind each dorser hereon on the non-payment of this note are hereby dorser hereon on the firme for paymont have be extended yed by each endorser. Time for paymont have be extended hout notice. The said Farmers and Merchants Bank, Foley, hout notice. The Ball and endorser hereof authorized by each surety and endorser hereof is apply on or after maturity to the payment of this debt any ands belonging to any endorser on this note.

SUMMONS

STATE OF ALABAMA,

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons LEO MILLER and JO ANN MILLER, 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 FARMERS & MERCHANTS BANK of Foley, Alabama, an Alabama corporation.

Witness my hand this the day of March, 1967.

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SUMMONS

FARMERS & MERCHANTS BANK of Foley, Alabama, a Alabama Corporation,	ĭ	IN THE CIRCUIT COURT OF
PLAINTIFF,	Ĩ	BALDWIN COUNTY, ALABAMA
VS:	I	AT LAW
LEO MILLER and JO ANN MILLER,	X	CASE NO. 7426
DEFENDANTS.	ĭ	1

COUNT I:

The Plaintiff claims of the Defendants FIVE HUNDRED SEVENTY-SEVEN & 49/100 DOLLARS (\$577.49), due by promissory waive note made by them on the 10th day of January, 1967, and payable on the 10th day of February, 1967, with interest thereon.

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

ATTORNEY FOR THE PLAINTIFF

Muln Christian, Foley, Alabama

Defendants' address:

P. O. Box 923 Foley, Alabama 36535

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and on 3 day of Mach 1967, and on 3 day of Mach

Ten Cents per mile Total \$ 14 4 TOTAL TAYLOR WILKINS, Sheriff
BY DEPUTY SHERIFF

SUMMONS AND COMPLAINT

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

PLAINTIFF,

VS:

LEO MILLER and JO ANN MILLER, P. O. Box 923
Foley, Alabama

DEFENDANTS.

Milin 28 1067

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA