

FOREST A. CHRISTIAN
ATTORNEY AT LAW
P. O. DRAWER 190
AREA CODE 205 — PHONE 943-2201
FOLEY, ALABAMA 36535

September 21, 1968

Hon. Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama 36507

Re: Monsanto Company
Vs: Emmett Gullledge
Case No. #8100

Dear Judge Mashburn:

Kindly render a judgment based on promissory note on which there is a principal balance due of \$22 \$299.34, plus interest \$21.00, and attorney fee of \$50.00, for a total of \$370.34. Enclosed is promissory note.

Cordially yours,



FOREST A. CHRISTIAN

INSTALLMENT NOTE

STATE OF ALABAMA On 330.30
BALDWIN COUNTY 1/6 21.75

Fin. 353.05

Int. 35.25 \$ 326.00

Address
Tensaw Rt.
Bay Minette, Ala.

Ins. & Rec. 4.00 4.00

Bay Minette, Alabama

September 11, 1967

For value received, I/we promise to pay to the FIRST NATIONAL BANK OF BAY MINETTE, Bay Minette, Alabama, or order, at their main banking house in Bay Minette, Alabama,

THREE HUNDRED NINETY-SIX AND 10/100 DOLLARS, in 14 installments of \$ 26.00 each, and 1 installments of \$ 32.00, the first installment due

OCTOBER 10, 1967, after date hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 15 installments, with interest on each installment from maturity at 8% per annum.

In the event of death, insolvency, assignment by, judgment against, filing of petition in bankruptcy by or against, or issuance of writ of garnishment or attachment against the property of the undersigned, or on the happening of any one or more of the above events, the payee may, at its option, declare the amount of indebtedness immediately due and payable, and proceed to collect the same in any lawful manner. No delay shall waive the right to make the same.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, severally waive as to this debt, or any extension or renewal thereof, all rights of exemption under the Constitution of the State of Alabama, and under all laws thereof, and as to any other State where proceedings may be instituted, as to personal property, and they severally agree to pay all costs of collecting the same, including a reasonable attorney's fee, whether by suit or by foreclosure. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, and severally agree that time of payment may be extended, or renewal note taken, or other indulgence granted, without notice or consent to such action, and without release of liability.

This note is secured by a certain security agreement of 9/11/67 executed by the undersigned and by the First National Bank of Bay Minette.

WITNESSES my hand and seal this the 11th day of September 1967.

WITNESSES:

RNL/js

Emp. I.P.Co., Woodland Div.

J. R. Adair (L.S.)

(L.S.)

(L.S.)

(L.S.)

BRADFORD WILLIAMS

RECORDED

10-102-168

PROMISSORY NOTE

\$ 299³⁴

9/15

, 1967

For the value received, the undersigned promise(s) to pay on demand to the order of Monsanto Company, St. Louis, Missouri, the sum of Two Hundred Ninety Nine & 34/100 Dollars with interest from date at the rate _____ % per annum.

If no demand, then said principal and interest on the unpaid balance shall be payable as follows:

On or before November 15, 1967 \$ 299³⁴

It is further provided that should the principal or any installment fail to be paid on demand or on the last date set forth above, this note shall thereafter bear interest at the rate of 1 % on the principal thereof.

Should any action be instituted to collect this note, or any portion thereof, the maker(s) promise(s) to pay such additional sum as the court may adjudge reasonable as attorney's fees in said action.

The maker(s) sureties, guarantors or endorsers hereby jointly and severally waive demand and presentment for payment, protest, and notice of dishonor or protest.

This note is secured by _____

Emmett Gullett
Emmett Gullett
RT-1 Summerville, Ala
(Town) (State)

Payable at:

Monsanto Co
P.O. Box 132
Summerville, Ala
(Town) (State)

SUMMONS

STATE OF ALABAMA,)

COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons EMMETT GULLEDGE, 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 MONSANTO COMPANY.

Witness my hand this the 22 day of April, 1968.

Alice J. Duck
Clerk

** ** *

COMPLAINT

MONSANTO COMPANY,	X	
	X	IN THE CIRCUIT COURT OF
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS:	X	AT LAW
EMMETT GULLEDGE,	X	
DEFENDANT.	X	

The Plaintiff claims of the Defendant TWO HUNDRED NINETY-NINE & 34/100 DOLLARS (\$299.34), due by promissory waive note made by him on the 15th day of September, 1967, and payable on the 15th day of November, 1967, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be FIFTY & 00/100 DOLLARS (\$50.00).

ATTORNEY FOR THE PLAINTIFF

James C. Allen

Defendant's address is:

P. O. Box 147
Summerdale, Alabama 36580.

FILED

APR 23 1968

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

Received 22 day of April 1968
and on 17 day of May 1968
I served a copy of the within 140
on Emmett Gullledge
By service on Above.

TAYLOR WILKINS, Sheriff
By Barclay H. Wilkins D. S.

J. Wilkins

Sheriff claims 60 miles at
Run Costs per mile Total \$ 6.00
TAYLOR WILKINS, Sheriff
by Childress
DEPUTY SHERIFF

MONSANTO COMPANY, et al
PLAINTIFF,

VS:

EMMETT GULLEDGE,
[Signature]
DEFENDANT.

FILED

APR 22 1968

ALICE J. DUCK CLERK
REGISTER

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