

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

November 4, 1968

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

Re: Farmers & Merchants Bank
of Foley, Alabama, a corp.,
Vs: WILMER PICKENS and LILLIE
MAE PICKENS
Case No. 8328

Dear Judge Mashburn:

Kindly render a judgment on the enclosed promissory waive note No. 77022 under Count I of Complaint, on which there is a principal balance due of \$171.20, plus \$10.00 interest, plus \$25.00 attorney's fee, for a total of \$206.20. This judgment should be rendered against both of the Defendants.

Kindly render a judgment on the enclosed promissory waive note No. 77407 under Count II of Complaint, on which there is a principal balance due of \$210.00, plus \$5.00 interest, plus \$25.00 attorney's fee, for a total of \$240.00. This judgment should be rendered against the Defendant, Lillie Mae Pickens, only.

I have reduced the attorney's fees in these two cases from \$35.00 to \$25.00 each and since the parties are husband and wife, in order to save Court costs they were combined.

Cordially yours,



FOREST A. CHRISTIAN

Enclosures

COPY

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

RES. 943-7102

FOLEY, ALABAMA 36535

November 4, 1968

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

Re: Farmers & Merchants Bank
of Foley, Alabama, a corp.,
Vs: WILMER PICKENS and LILLIE
MAE PICKENS
Case No. 8328

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Cordially yours,


FOREST A. CHRISTIAN

Enclosures

\$ 220.00

FOLEY, ALABAMA

FEB 10 1968

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 Twenty = = = = = DOLLARS

payable at **FARMERS AND MERCHANTS BANK, Foley, Alabama**, in 5 monthly installments of

\$ 20.00 each, and one installment of \$ 120.00, the first installment to become due and payable on

or before the 10th day of March, 19 68, and one installment to become due and payable on

before the 10th 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, and they agree to be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally waives demand, protest, suit, or any other requirements necessary to hold them, and they agree that time of payment may be extended at the discretion of the Bank at which this note is payable is hereby authorized to apply on or after maturity funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

No. 77401

Lillie Mae Pickens (Seal)

Address Foley, Ala.

= Lillie Mae Pickens =

301 Fourth & Oak Street.

(Seal)

[illegible]

\$ 270.00

DEC 15 1967

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 Seventy - - - - - DOLLARS

payable at FARMERS AND MERCHANTS BANK, Foley, Alabama, in 6 monthly installments of

\$ 40.00 each, and one installment of \$ 30.00, the first installment to become due and payable on

or before the 15th day of January 1968, and one installment to become due and payable on or

before the 15th day of each succeeding month until the whole of said indebtedness is paid, with interest from

Maturity at the rate of 8 per annum. (Payable \$ 20. every 2 weeks)

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 the due date 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 note any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

No. 77022

Lillie Jones Pickens (Seal)

Address Foley, Ala.

Wilma Pickens (Seal)

301 Fourth & Oak Street;

1000

[illegible]

SUMMONS

STATE OF ALABAMA,)

COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons WILMER PICKENS and LILLIE MAE PICKENS, 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, a corporation.

Witness my hand this the 19th day of September, 1968.

Alice J. Duck
Clerk

** ** *

COMPLAINT

FARMERS & MERCHANTS BANK	X	
of Foley, Alabama, a	X	IN THE CIRCUIT COURT OF
corporation,	X	
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS:	X	AT LAW
WILMER PICKENS and LILLIE	X	8328
MAE PICKENS,	X	
DEFENDANTS.	X	

COUNT I

The Plaintiff claims of the Defendants ONE HUNDRED SEVENTY-ONE & 20/100 DOLLARS (\$171.20), due by promissory waive note made by them on the 15th day of December, 1967, and payable on the 24th day of August, 1968, 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).

COUNT II

The Plaintiff claims of the Defendants TWO HUNDRED TEN & 00/100 DOLLARS (\$210.00), due by promissory waive note made by them on the 10th day of February, 1968, and payable on the 24th day of August, 1968, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be FORTY-ONE & 00/100 DOLLARS (\$41.00).

ATTORNEY FOR THE PLAINTIFF

Forest A. Christian
Forest A. Christian

Defendants' address:

301 Fourth & Oak Street
Foley, Alabama 36535

FILED

SEP 19 1968

750

ALICE J. DUCK CLERK
REGISTER

8328

SUMMONS AND COMPLAINT

Received 19 day of Sept 1968
and on 15th day of Oct 1968

I served a copy of the within to
on Wilmer Pickens & Lillie Mae
Pickens

By service on where

TAYLOR WILKINS, Sheriff

By Jim Eastman D. S.

Foley, Ala

Amount claimed 144 plus or

Ten Cents per mile Total \$ 14.40

TAYLOR WILKINS, Sheriff

Eastman

DEPUTY SHERIFF

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

PLAINTIFF,

VS:

WILMER PICKENS and LILLIE MAE
PICKENS,

DEFENDANTS.

LAW OFFICE OF
FOREST A. CHRISTIAN

(205) 943-2201

P. O. DRAWER 190

FOLEY, ALABAMA 36535

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA 36535

FEB 17 1968 \$ 100.00

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

ONE HUNDRED= DOLLARS

payable at FARMERS AND MERCHANTS BANK, Foley, Alabama, in 5 monthly installments of

\$ 20.00 each, and one installment of \$ none, the first installment to become due and payable on

or before the 16th day of MARCH 19 68, and one installment to become due and payable on or

before the 15th 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. 77453

Elenora Pollard (Seal)
= Elenora Pollard =

Address Foley, Ala.

General Delivery.

(Seal)

753