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

> Farmers & Merchants Bank Re:

of Foley, Alabama, a corp., WILMER PICKENS and LILLIE ۷s:

> 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.

FOREST A CHRISTIAN

Enclosures

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

> Farmers & Merchants Bank Re:

of Foley, Alabama, a corp., WILMER PICKENS and LILLIE

Vs:

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 actorney'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.

Enclosures

		\$
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 \$ 120.0	O, 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 cares			
before the 10th. day of each succeeding month unti	I 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 due and payable at the election of the holder hereof.	time and place specified, the entire amount unpaid shall be			
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 to be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally waives ce of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may a of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity ands in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.				
No. 77 407	Lillie Mu Prokens (Seal)			
AddressFoley, Ala.	= Lillie Mae Pickens = (Seal)			
301 Fourth & Oak Street.				

the tendential and the state of the section of the		DATE	LATE CHARGES	AMOUNT	BALANCE
ion, including a reasonable attorney's fee, whether costs are nourred by suit against any one or more of the makers or en-	YAM	3 - 196	8 4.50	XXXXXXXX	220,00
lorsers, or otherwise; and each endorser expressly waives all ight to claim exemptions under the Constitution and Laws of	MÜL	1 1968		XXXXXXX	220.00
he State of Alabama, or any of these United States, as to this	UIN	1 7 196		10.00	210 00
lebt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each	01111	1 1 19			
andorser hereon on the non-payment of this note are hereby waived by each endorser, Time for payment may be extended					
without notice. The said Farmers and Merchants Bank, Foley,					
Ala., is hereby authorized by each surety and endorser hereof o apply on or after maturity to the payment of this debt any		·			
unds belonging to any endorser on this note.					
	ļ 				
					*
	<u> </u>				· · · · · · · · · · · · · · · · · · ·
				····	
			·		
	·				
,			4		
	The state of the s				
	-				
	-				
	1				
	-				•
	j				
	A STATE OF THE STA				
	ļ				
	: [

		e e e e e e e e e e e e e e e e e e e			270 ء	0.00
			,	DEC 1	Ψ	
		I	OLEY, ALABAM	A		19
For value received	, I or we, jointly ar	nd severally n	romise to pay to th	e order of		
TO VALLO XCCCIVCL	*					
	FARMER		MERCH	ANTS BA	ANK	
		FUI	EY, ALABAMA			`
wo Hundred Ser	<u>venty</u>					DOLLARS
payable at FARM I	ERS AND MERO	CHANTSBA	NK, Foley, Alal	oama, in 6	monthly in	stallments o
	ach, and one instal				-	
	Local		•			24 (4.74)
or before the 12	Shay of L	300102 E-W	=19 <u>-58</u> , and on	: installment to be	come dae and g	ayablo vir v
	day of each succ	eeding month	until the whole of	said indebtednes	s is paid, with i	nterest from
perfore the	-uay or cach succ	_				
	. "			very 2 weeks)	į.	
aturity at the	e rate of 8 per	annum. (P	ayable \$ 20. e			oaid shall be
aturity at the If any instal lue and payable a	e rate of 8 per lment of this note at the election of	r annum. (P is not paid at the holder he	ayable \$ 20. e the time and place creof.	e specified, the ent	ire amount unp	v this note and
If any installue and payable a The parties to the waives as to sign documents and the search and the search are the search and the search are the search are the search and the search are the search ar	e rate of 8 per lment of this note at the election of interrument, whether no long renewal thereof, severally agree to pay all	is not paid at the holder he maker, endorser, sur all right to exemp costs of collecting	the time and place ereof. rety or guarantor, each tion under the constitut 5 or securing, or attempt	for himself, hereby se ion and laws of Alabam orting to collect or sect	verally agrees to pay 12, or any other Statute this note, include	y this note and e, as to persona ing a reasonabl
If any installue and payable a The parties to the valves as to the property and the parties to the property and the property	lment of this note at the election of instrument, whether meany renewal thereof, beyondly agree to pay all the many be collected or make the collected or make the collected or protest, notice of protest,	is not paid at the holder he maker, endorser, su- all right to exemp l costs of collecting secured by suit of suit and all other	the time and place ereof. Tety or guarantor, each totion under the constitute or securing, or attempt or otherwise, and maker, or requirements necessary	for himself, hereby se ion and laws of Alaban oring to collect or sec endorser, surety or gu to hold them, and th	verally agrees to parally agrees to parally other State this note, include arantor, of this note by agree that time	y this note and e, as to persona ing a reasonabl severally waive of payment may
If any installate and payable and payable and payable and payable and the parties as to property and the parties and the payable and the payable and the payable and the payable and presentment, you extended without not be extended without not	lment of this note at the election of instrument, whether me the pay renewal thereof, payenly agree to pay all the same be collected or	is not paid at the holder he maker, endorser, sur all right to exemp I costs of collecting secured by suit course suit and all othe tension. The Bank	the time and place recof. The time and place recof. The time and place recof. The time and place record or securing, or attempts or securing, or attempts or the record or requirements necessary at which this note is	for himself, hereby se ion and laws of Alaban tring to collect or sec- endorser, surety or gu to hold them, and the payable is hereby author	verally agrees to particle and or any other State this note, include arantor, of this note ey agree that time strized to apply on o	y this note and e, as to persona ing a reasonabl severally waive of payment may
If any installue and payable a The parties of the waives as to the parties of the waives as to the parties of the waives are to the parties of the parties	lment of this note at the election of instrument, whether a remain renewal thereof, agree to pay all the collected or protest, notice of protest, the collected of such early and them of such early the collected or protest,	is not paid at the holder he maker, endorser, sur all right to exemp I costs of collecting secured by suit course suit and all othe tension. The Bank	the time and place ereof. The time are time and place ereof. The time are	for himself, hereby se ion and laws of Alabam bring to collect or sect endorser, surery or gu to hold them, and the payable is hereby author, guarantor, or any on	verally agrees to pa na, or any other Star are this note, includer arantor, of this note ey agree that time rized to apply on o e of them.	y this note and e, as to persona ing a reasonabl severally waive of payment may r after maturity
If any installue and payable at the payable at the valves as to the payable at the payable at the payable and, presentment, as the extended without not on the payment of this contact and the payment of the paym	lment of this note at the election of instrument, whether note and renewal thereof, became be collected or source of protest, source of protest, incident of such extremoly funds in said based on them of such extremoly funds in said based on the s	is not paid at the holder he maker, endorser, sur all right to exemp I costs of collecting secured by suit course suit and all othe tension. The Bank	the time and place ereof. The time are time and place ereof. The time are	for himself, hereby se ion and laws of Alabam bring to collect or sect endorser, surery or gu to hold them, and the payable is hereby author, guarantor, or any on	verally agrees to pa na, or any other Star are this note, includer arantor, of this note ey agree that time rized to apply on o e of them.	y this note and e, as to persona ing a reasonabl severally waive of payment ma r after maturit
If any install due and payable a waives as to the property and they had been demand, presentment, to be extended without not be extended without not be extended without not be extended.	lment of this note at the election of instrument, whether many renewal thereof, severally agree to pay all the same be collected or protest, notice of protest, notice of such extremot any funds in said based on the said based on	is not paid at the holder he maker, endorser, sur all right to exemp I costs of collecting secured by suit course suit and all othe tension. The Bank	the time and place ereof. The time are time and place ereof. The time are	for himself, hereby se ion and laws of Alaban tring to collect or sec- endorser, surety or gu to hold them, and the payable is hereby author	verally agrees to pa na, or any other Star are this note, includer arantor, of this note ey agree that time rized to apply on o e of them.	y this note and e, as to persona ing a reasonabl severally waive of payment may r after maturity

LATE AMOUNT BALANCE DATE . The endorsers of this note agree to pay all cost of collec-CHARGES PAID UNPAID tion, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or en-250.00 20.00 dorsbrs, or otherwise; and each endorser expressly waives all 230.00 right to claim exemptions under the Constitution and Laws of 20,00 the State of Alabama, or any of these United States, as to this 20.00 F 210.00 debt should this note not be paid at majurity. Presentment for payment, notice and protest and all steps necessary to bind each 20.00 % 190.00 endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended 190.00 without notice. The said Farmers and Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof-190.00 to apply on or after maturity to the payment of this debt any 190 00 1.50 ν XXXXXXX funds belonging to any endorser on this note. 180 00 10.00% 1.50 8880 171,20

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 19 day of September, 1968.

()//¿ŝŝ Clerk

** ** ** ** **

COMPLAINT

FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation, In the CIRCUIT COURT OF PLAINTIFF, X BALDWIN COUNTY, ALABAMA VS:

WILMER PICKENS and LILLIE X 8328

MAE PICKENS,

DEFENDANTS. Y

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

Defendants' address:

301 Fourth & Oak Street Foley, Alabama 36535

SEP 1 9 1968

750

Received 19, day of Lyp8	1968
and on 157 day of Cof	_1968,
I served a copy of the within ACC on within A Lillia Ma	
Biekens	
By service on Whose	
	e-min-teriorist and section
TAYLOR WILKINS/Aberi By Jun Edulary Joley, Or	5)))), ş.
144	~ (3)

SUMMONS AND COMPLAINT

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

PLAINTIFF,

VS:

WILMER PICKENS and LILLIE MAE PICKENS,

DEFENDANTS.

FOREST A. CHRISTIAN (205) 943-2201 P. O. DRAWER 190

LAW OFFICE OF

FOLEY, ALABAMA 36535

	<u>\$ 100,00</u>
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= ==================================
payable at FARMERS AND MERCHANTS BANK, Foley, Alabama, in
\$ 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 his instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debe for 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)
Address Foley, Ala. (Seal)
Conorel Delivery

The endorsers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

DATE	LATE CHARGES	AMOUNT PAID	BALANCE UNPAID	
<u> 17 1968</u>	1.16 🗸	XXXXXXX	100.00	
]	
4.	`\$	***************************************		

	· · · · · · · · · · · · · · · · · · ·			

			,	
*				
	· · · · · · · · · · · · · · · · · · ·			
		4		
		*		
-				

	······································			
·				

753