SUMMONS

STATE OF ALABAMA,)

COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons JOANNE O. STEWART and GLENN STEWART, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Citcuit Court of Baldwin County, Alabama, at the place of holding same by the FARMERS & MERCHANTS BANK of Foley, Alabama,

Witness my hand this the _____ day of January, 1969.

Clerk

COMPLAINT

FARMERS & MERCHANTS BANK of	Ĭ
Foley, Alabama,	IN THE CIRCUIT COURT OF
PLAINTIFF,	<u> </u>
VS:	BALDWIN COUNTY, ALABAMA
JOANNE O. STEWART and GLENN STEWART,	AT LAW
DEFENDANT.	\$321

COUNT I

The Plaintiff claims of the Defendants ONE HUNDRED SIXTEEN &63 /100 BOLLARS (\$116.63), due by promissory waive note made by them on the 30th dayof July, 1965, and payable on the 28th day of January, 1967, 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 the following personal property, viz:

International M Model tractor; International 2 row cultivator; Iron Age 8 row power sprayer; International Side Dressing Attachment; John Deere 7' Rotary Mower.

with the value of the hire or use thereof during the detention, viz.: from the 28th day of January, 1967.

ATTORNEY FOR PLAINTIFE

orest A. Christian, Foley, Alabama

Defendants' address:

Route 2

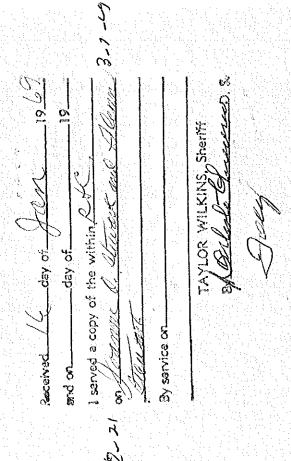
Foley, Alabama 36535

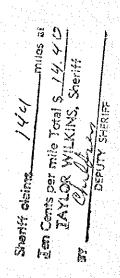
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ALLE J. DUCK CLERK REGISTER

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SUMMONS AND COMPLAINT

FARMERS & MERCHANTS BANK of Foley, Alabama,

PLAINTIFF,

VS:

JOANNE O. STEWART and GLENN STEWART,

DEFENDANTS.

JAN 1,6 1969

ALUE J. DUCK CLERK REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
(205) 949-2201
P. O. DRAWER 190
FOLEY, ALABAMA 36535

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

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

March 31, 1969

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

Re: Farmers & Merchants Bank

Joanne O. Stewart and Glenn

Stewart

Case No. 8521

Dear Judge Mashburn:

Kindly render a judgment in this case based on a promissory waive note on which there is a balance due of \$116.63 principal, plus \$18.37 interest, and attorney's fee of \$35.00, for a total of \$170.00. Promissory waive note attached.

ive note attached. Cordially yo

FOREST A. CHRISTIAN

\$ 400.00	Foley, Baldwin County, Alabama,	JUL 3 0 1965 19
ON OR BEFORE the 27th da	v of OCTOBER	, 19 <u>65</u> , I or we, promise
to pay to the order of FARMERS & MERO	HANTS BANK of Foley, Alabama, at said bank, the su	m of
		= = = = = = DOLLARS
The parties to this instrument, jointly and under the Laws and Constitution of Alabama or tempting to collect or secure this debt, including protest, demand, presentment or other requireme. In order to secure the payment of this note.	f eight per cent (8%) per annum, from maturity, severally, agree to pay this note and waive as to this debt, or any other State as to personal property, and agree to pay all a reasonable attorney's fee, whether the same be collected or secure ts are specifically waived. In any and all installments thereof, and any other indebtedness thants Bank of Foley, its successors and assigns, the following decoupled.	cost of collecting or securing or at- ed by suit or otherwise, and all notice of to said bank, I or we, hereby GRANT,
International M Model tractor	International 2 row cultivator; Iron	Age 8 row power sprayer;
International Side dressing at	tachment: John Deere 71 Rotary Mower:	4 00
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	STATE OF ALABANTY STATE OF ALABANTY STATE OF ALABANTY	e man C22 man
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	60,	98
wherever located, and I or we include herein all I or we, hereby aprent of any installment is free and clear from all liens and encu authorize and empower Farmers & Merchants Brofault in the payment of any installment stoment of this note, in whole or in part, be seized or public auction, for cash, at the place where saymore, written notices in three public places in Fo attorney's fee and payment of recording fees and if any, to the undersigned. The Farmers & Merchants Brofault by me or us to the Farmers & Merchants Brofault by me or us to the Farmers & Merchants Brother indebtedness. I or we hereby agree upon demand being mad conveyed to said Bank immediately and hereby a It is agreed and understood that if through in it said property should be traded or removed:	herein specifically described or not, owned by me or us or in whersonal property acquired after the date of execution of this instances & Merchants Bank that I or we have a full right to convey birances and agree that this statement is made for the purpose his to apply to the payment of this debt any funds in said bank all make all installments due. All of the above property, or any and sold by the said Farmers & Merchants Bank of Foley, its ager is property is, or at Farmers & Merchants Bank building in Foley, 22. Alabama; the proceeds of such sale to be applied first, to the second, to the payment of the sums due hereunder or by virtue of nants Bank is hereby authorized to become the purchaser at any serty above described may be considered as security for any other has, and that all provisions of seizure and sale shall apply both to be by the said Farmers & Merchants Bank, its agent or attorney, are to pay all costs of taking possession of said property includismanagement, want of proper care, or for any other cause any of from the County, or if the holder should deem itself insecure, then ereby authorized to proceed to foreclose said mortgage as above the day and year first above written.	rument, all property as herein above conveyed; of obtaining this loan. I or we also belonging to me or us, of it, may after maturity and non-pay- atis, successors or assigns at private sale Alabama, after posting for one day or expense of advertising, selling, conveying, if any other instrument, and the balance, sale held by virtue of this instrument. or debts now or hereafter due and un- this instrument and to notes evidencing to deliver all of said property hereby ling a reasonable attorney's fee. said property should deteriorate in value the whole debt hereby secured shall be-

- XIIIIII XXIIIXY (SEAL) No. 72103(R)

= Foley, Ala. Rt. 2=

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 Alabams, 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 & 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.

RECORD OF PAYMENTS

DATE	PAYMENTS		BALANCE			
JAN 28 1967	283	37 V	116	63		
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ENDORSEMENT OF INTEREST PAYMENTS						
JAN 4 1966	s 1.50	Loge	s Charge	949		
<u>jan 4_1966</u>	\$ 5 <u>.3</u>		12/27	1965		
<u>JUL 5 - 1966</u>	, 16.0	0	6/27	10 66		
JAN 28,1967	\$ 18.6	7 V to .		_1967		
19	.\$	to .		19		
19	_\$	to .	.	19		
19	\$	to .		19		