

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 Circuit Court of Baldwin County, Alabama, at the place of holding same by the FARMERS & MERCHANTS BANK of Foley, Alabama,

Witness my hand this the 16 day of January, 1969.

Alice J. Duck  
Clerk

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COMPLAINT

FARMERS & MERCHANTS BANK of  
Foley, Alabama,

PLAINTIFF,

VS:

JOANNE O. STEWART and GLENN  
STEWART,

DEFENDANT.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

8521

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 day of 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 PLAINTIFF

Forest A. Christian  
Forest A. Christian, Foley, Alabama

Defendants' address:

Route 2

Foley, Alabama 36535

FILED

JAN 16 1969

-31

ALICE J. DUCK

CLERK  
REGISTER

Et/1/16/69

Received 16 day of Jan 1969  
and on      day of      19      
I served a copy of the within R.C.  
on Joanne O. Stewart and Glenn Stewart 3-7-69  
Stewart

By service on     

TAYLOR WILKINS, Sheriff

By Order of Charles D. S.

July

Sheriff claims 144 miles at  
Ten Cents per mile Total \$ 14.40  
TAYLOR WILKINS, Sheriff  
by Charles D. S.  
DEPUTY SHERIFF

ORIGINAL  
85 27

SUMMONS AND COMPLAINT

FARMERS & MERCHANTS BANK of Foley,  
Alabama,

PLAINTIFF,

VS:

JOANNE O. STEWART and GLENN STEWART,

DEFENDANTS.

FILED

JAN 16 1969

ANNE J. DUCK

CLERK  
REGISTER

LAW OFFICE OF  
FOREST A. CHRISTIAN  
(205) 943-2201  
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  
Vs: 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.

Cordially yours,



FOREST A. CHRISTIAN

\$ 400.00 ✓

Foley, Baldwin County, Alabama,

JUL 30 1965

19

ON OR BEFORE the 27th day of OCTOBER, 1965, I or we, promise

to pay to the order of FARMERS & MERCHANTS BANK of Foley, Alabama, at said bank, the sum of

FOUR HUNDRED = = = = = DOLLARS

for value received, with interest at the rate of eight per cent (8%) per annum, from maturity.

The parties to this instrument, jointly and severally, agree to pay this note and waive as to this debt, or any renewal thereof, all right to exemption under the Laws and Constitution of Alabama or any other State as to personal property, and agree to pay all cost of collecting or securing or attempting to collect or secure this debt, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and all notice of protest, demand, presentment or other requirements are specifically waived.

In order to secure the payment of this note and any and all installments thereof, and any other indebtedness to said bank, I or we, hereby GRANT, BARGAIN, SELL and CONVEY to Farmers & Merchants Bank of Foley, its successors and assigns, the following described property, to-wit:—

International M Model tractor; International 2 row cultivator; Iron Age 8 row power sprayer;

International Side dressing attachment; John Deere 7' Rotary Mower;

STATE OF ALABAMA  
BALDWIN COUNTY  
I certify that this instrument was filed on

AUG 5 1965

and that no tax was collected. Recorded in 10 M  
Book 28-  
Page 214  
Judge of Probate

BOM  
485  
PMT 240

and any and all other personal property, whether herein specifically described or not, owned by me or us or in which I or we may have an interest and wherever located, and I or we include herein all personal property acquired after the date of execution of this instrument.

I or we, hereby covenant and warrant to Farmers & Merchants Bank that I or we have a full right to convey all property as herein above conveyed; that it is free and clear from all liens and encumbrances and agree that this statement is made for the purpose of obtaining this loan. I or we also authorize and empower Farmers & Merchants Bank to apply to the payment of this debt any funds in said bank belonging to me or us.

Default in the payment of any installment shall make all installments due. All of the above property, or any of it, may after maturity and non-payment of this note, in whole or in part, be seized and sold by the said Farmers & Merchants Bank of Foley, its agents, successors or assigns at private sale or public auction, for cash, at the place where said property is, or at Farmers & Merchants Bank building in Foley, Alabama, after posting for one day or more, written notices in three public places in Foley, Alabama; the proceeds of such sale to be applied first, to the expense of advertising, selling, conveying, attorney's fee and payment of recording fees and second, to the payment of the sums due hereunder or by virtue of any other instrument and, the balance, if any, to the undersigned. The Farmers & Merchants Bank is hereby authorized to become the purchaser at any sale held by virtue of this instrument.

I or we hereby specifically agree that the property above described may be considered as security for any other debts now or hereafter due and unpaid by me or us to the Farmers & Merchants Bank, and that all provisions of seizure and sale shall apply both to this instrument and to notes evidencing any other indebtedness.

I or we hereby agree upon demand being made by the said Farmers & Merchants Bank, its agent or attorney, to deliver all of said property hereby conveyed to said Bank immediately and hereby agree to pay all costs of taking possession of said property including a reasonable attorney's fee.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS my or our hands and seals on this the day and year first above written.

WITNESS.

James O. Stewart (SEAL)  
Stewart (SEAL)

No. 72103 (R)

= Foley, Ala. Rt. 2=

