

1055

STATE OF ALABAMA)
BALDWIN COUNTY)
IN THE CIRCUIT COURT LAW SIDE
TO ANY SHERRIE OF THE STATE OF ALABAMA)-

You are hereby commended to summon L. T. Powell to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said county at the place of holding same, then and there to answer the complaint of Farmers and Merchants Bank, A Corporation.

Witness my hand this 17 day of April, 1947.

Alice J. Smith
Clerk

COMPLAINT

FARMERS AND MERCHANTS BANK A CORPORATION,	}	IN THE CIRCUIT COURT OF
Complainant		BALDWIN COUNTY, ALABAMA
-vs-		IN EQUITY
L. T. POWELL		
Defendant	}	

The Plaintiff claims of the Defendant \$257.50 due by Promissory note made by him on to-wit, July 10, 1946, and payable on to-wit, October 10, 1946, with interest thereon at the rate of eight per cent (8%) per annum from January 10, 1947.

The Plaintiff avers that in and by the terms of said note the Defendant waived as to this debt all right of exemption under the constitution and laws of Alabama or any other state as to personal property and of this waiver the Plaintiff now claims the benefit.

The Plaintiff avers that in and by the terms of said note the defendant agreed to pay all cost of collecting or securing or attempting to collect or secure said note, including a reasonable attorney's fee, and Plaintiff further claims of the Defendant the further and additional sum of Fifty Dollars (\$50.00) as such reasonable attorney's fee.

[Signature]
Attorney for Complainant

1055-
Rsdale

SUMMONS AND COMPLAINT

FARMERS AND MERCHANTS BANK
A CORPORATION

Complainant
-VS-

L. T. POWELL

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

Filed 4-17, 1947

Alice J. Leuck
Clerk

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

Received in Sheriff's Office
this 19 day of Apr, 1947
TAYLOR WILKINS, Sheriff

Entered By bringing a copy
of the within with me
L.T. Powell April 23 1947
Taylor Wilkins Sheriff
Zellie B. Stuffer D.S.

CERTIFICATE OF JUDGMENT

Printed by The Baldwin Times, Bay Minette, Ala.

THE STATE OF ALABAMA, }
Baldwin County }

CIRCUIT COURT, Term, 19.....

~~FARMERS AND MERCHANT BANK~~

Plaintiff.....

Vs.

L. T. POWELL

Defendant .

I, ALICE J. DUCK....., Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 8th day of August....., 19 47,

a Judgment was rendered by said Court in the above stated cause, wherein.....

~~FARMERS AND MERCHANT BANK~~

was Plaintiff and.....

L. T. POWELL

..... was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of.....

Three hundred, twenty-one no/100..... DOLLARS

and for the sum of Ten and 30/100..... DOLLARS,

the costs in said suit, and that Cecil G. Chason.....

..... are the Attorneys of record for the Plaintiff
in said cause.

Witness my hand this 9th day of August....., 19 47

.....
Clerk, Circuit Court, Baldwin County, Alabama.

CECIL G. CHASON

ATTORNEY AT LAW
FOLEY, ALABAMA

30 July, 1947

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

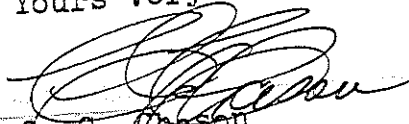
Dear Mrs. Duck:-

Enclosed herewith is Promissory Note from
L. T. Powell to the Farmers and Merchants Bank
on which suit was filed. Interest computed to
Friday, August 1st, will be \$14.00, which will
be a part of the judgment.

Also enclosed is an affidavit as to the
reasonableness of attorney's fees. Please ask
Judge Hare to reduce this to Judgment.

I would appreciate the return of the origi-
nal note.

Yours very truly,


C. G. Chason

CGC:mm
Encl: 2

Farmers & Merchants
Bank

vs.

L. J. Powell

1055

Filed

8-4-47

Miss J. Luck
Clerk

STATE OF ALABAMA)
BALDWIN COUNTY)

Before me, Alice J. Leitch, ^{Circuit Clerk} a Notary Public in and for said county in said state, personally appeared C. G. Chason, who after being by me first duly and legally sworn doth depose and say under oath as follows:-

That suit was filed for the Farmers and Merchants Bank, a Corporation, against L. T. Powell on a Promissory Waive Note on which there remained due \$257.00 with interest; that in and by the terms of this note, L. T. Powell agreed to pay all costs of collection, including a reasonable attorney's fee, that the sum of \$50.00 is a reasonable attorney's fee in a suit filed for this amount.

& 

Sworn to and subscribed before me, a Notary Public on this, the 4th day of Aug, 1947.

Alice J. Leitch
Notary Public, Baldwin County,
^{Circuit Clerk} State of Alabama

6.00

\$ 300.00

\$ 300.00

FOLEY, ALA. JUL 10 1946

194

October 10th, 1946 after date, without grace I promise to pay
to the order of FARMERS AND MERCHANTS BANK, FOLEY, ALA.

Three Hundred- - - - - Dollars

for value received, with interest at 8 per cent. per annum from Maturity
until paid.

PAYABLE AT FARMERS & MERCHANTS BANK, FOLEY, ALA.

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.

R. J. Samuel

10/10/1946

Robertsdale, Ala.

50

The endorser 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 endorser, 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.

X *Amos Garrett*

2/24/27 *4250*
5/1/27

ENDORSEMENT ON INTEREST

<u>10-12-1946</u>	<u>\$ 6.00</u>	to	<u>1-10-1947</u>	<u>GS</u>
<i>2/24/27</i>	194	\$	to	194
194	\$	to	194	
194	\$	to	194	
194	\$	to	194	
194	\$	to	194	
194	\$	to	194	
194	\$	to	194	
194	\$	to	194	

2/24/27 *att for* *99.50*
5/1/27