

2055

SUMMONS

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby commanded to summon FERMAN A. GRAVES 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, State of Alabama, at Bay Minette, against FERMAN A. GRAVES, by the FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation.

Witness my hand this the 4th day of August, 1953.

Archie L. Leach
Clerk of Court

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COMPLAINT

FARMERS & MERCHANTS BANK,)	
)	
Plaintiff)	IN THE CIRCUIT COURT OF
)	
VS.)	BALDWIN COUNTY, ALABAMA
)	
FERMAN A. GRAVES,)	AT LAW
Defendant)	

The Plaintiff claims of the Defendant the sum of ONE HUNDRED & 00/100 DOLLARS (\$100) due by promissory note made by him on the 3rd day of March, 1953, and payable on the 4th day of June, 1953, with interest thereon.

Said note also provides for a reasonable attorney's fee and waives all exemption under the laws and Constitution of Alabama or any other State as to personal property. Plaintiff alleges reasonable attorney's fee is \$25.00.

Said note is secured by the conveyance to said Plaintiff of 1 Mixed Jersey and Holstein milch cow and increase; 1 Angus bull calf 3 weeks old; 1 Jersey bull yerling 12 mo. old.

Forest A. Christian
Forest A. Christian, Attorney for Plaintiff.

AFFIDAVIT OF GUS SCHLUTZ


THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

GUS SCHLUTZ, first being sworn, deposes and says as follows:

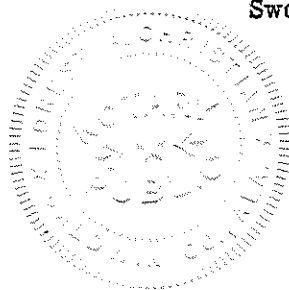
My name is Gus Schlutz and I am Cashier of the Farmers & Merchants Bank of Foley, Alabama. I know that on March 3, 1953, Ferman A. Graves of Loxley, Alabama, came to the Bank and borrowed ONE HUNDRED(\$100) DOLLARS on a chattel mortgage note which mortgaged 1 Mixed Jersey and Holstein milch cow and increase; 1 Angus bull calf 3 weeks old; 1 Jersey bull yerling 12 mo. old. This note was due and payable June 4, 1953. Said note provides for interest at the rate of eight per cent (8%) and is a waive note and it also provides for a reasonable attorney's fee.


Although demand has been made on Ferman A. Graves, he has failed to pay any principal and interest on the note and it is long past due.

The said Ferman A. Graves owes the Farmers & Merchants Bank of Foley, Alabama, ONE HUNDRED & 00/100 (\$100) principal plus interest from March 3, 1953, at eight per cent (8%) plus reasonable attorney's fee.


Gus Schlutz, Cashier

Sworn to and subscribed before me on this the 1st day of August, 1953.




Notary Public

10-28-53

Received in Sheriff's Office
this 4 day of Aug 53
TAYLOR WILKINS, Sheriff

Returned Aug 6, 1953
by request of Clerk.
Taylor Wilkins
Sheriff

Executed Oct 28, 1953
By sending copy on
Ferman A. Graves

Sheriff
Taylor Wilkins
By
Edleigh Steadham

720 2153

RECORDED

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

SUMMONS & COMPLAINT

FARMERS & MERCHANTS BANK

VS.

FERMAN A. GRAVES

FILED

AUG 4 1953

Alice L. DUCK, Clerk
LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

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FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

December 12, 1953

Honorable H. M. Hall:
Circuit Judge
Bay Minette, Alabama

RE: Farmers & Merchants Bank
VS: Ferman A. Graves
Case # 2055

Dear Judge:

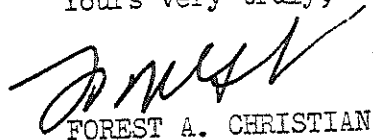
Since I have to be in Montgomery Monday of this week, it is possible I may not be in court on Tuesday.

If I am not there, kindly enter a judgment in this case in the amount of \$130.00. This is \$100.00 principal, \$5.00 interest, and \$25.00 attorney's fee. This is a waive note and it is attached hereto.

Your co-operation in this matter will be greatly appreciated.

An affidavit by Gus Schultz, Cashier, was attached to the original.

Yours very truly,


FOREST A. CHRISTIAN

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA
August 4, 1953

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

Re: Farmers & Merchants Bank
vs: Ferman A. Graves

Dear Mrs. Duck:

This past week-end I sent you the case mentioned above. Mr. Graves has been in to see me now and he made a substantial payment on this claim. Also he travels away from home quite a lot and it would suit me fine if you would withdraw from the sheriff's office and hold service in suspense for the time being. Mr. Graves will make payment weekly and should have it paid in the next few weeks.

Your cooperation in this matter will be greatly appreciated.

*But do not
dismiss case-*

Yours very truly,

[Signature]
FOREST A. CHRISTIAN

FAC/jew

2055

\$ 100.00

W8 2055

MAR 3 1953

Foley, Baldwin County, Alabama, 19

ON OR BEFORE the 4th day of June, 1953, I or we, promise

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

One 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:-

1 Mixed Jersey and Holstein milch cow and increase; 1 Angus bull calf 3 weeks old;

1 Jersey bull yerling 12 Mo. old.

STATE OF ALABAMA, BALDWIN COUNTY

Filed 5-25-53

Recorded mtye 219 173

M. J. Stewart
Judge of Probate

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.

Ferman A. Graves (SEAL)

Ferman A. Graves. (SEAL)

Loxley, Ala.

No. 44949

