

2151

SUMMONS

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

BOOK 001 PAGE 136

TO ANY SHERIFF OF THE STATE OF ALABAMA, - GREETING:

YOU ARE HEREBY COMMANDED to summon WILLIAM BOOTH and VIOLET BOOTH 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 WILLIAM BOOTH and VIOLET BOOTH by the FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation.

Witness my hand this the 22nd day of December, 1953.

Heidi J. Webb
Clerk of Court

////////////////////

COMPLAINT

FARMERS & MERCHANTS BANK,

PLAINTIFF

VS:

WILLIAM BOOTH and VIOLET BOOTH,

DEFENDANTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

The Plaintiff claims of the Defendant the sum of ONE HUNDRED & 00/100 DOLLARS (\$100.00), due by promissory note made by them on the 1st day of October, 1953, and payable in four (4) monthly installments of \$25.00 each, the first installment to become due and payable on or before the 15th day of November, 1953, together with interest thereon.

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

James H. Smith
Attorney for Plaintiff

The defendants live at
Robertsdale, Alabama.

There is attached to the original hereof and made a part of this suit, an affidavit by Gus Schultz, cashier of the Farmers & Merchants Bank, Foley, Alabama, showing the amount due as of December 11, 1953.

Gus Schultz

AFFIDAVIT OF GUS SCHULTZ

BOOK 001 PAGE 137

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

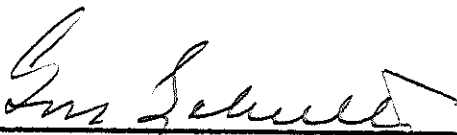
GUS SCHULTZ, first being duly sworn, deposes and says as follows:

My name is Gus Schultz and I am cashier of the Farmers & Merchants Bank, Foley, Alabama. I know that on October 16, 1953, William Booth and Violet Booth of Robertsedale, Alabama borrowed \$100.00 from the bank, and executed a promissory note payable in four (4) monthly installments of \$25.00 each, beginning the 15th day of November, 1953, and monthly thereafter. The defendants have made no payments on this note. It provides that "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."

Said note provides for interest at the rate of eight per cent (8%) per annum, from maturity, and is a waive note, which also provides for a reasonable attorney's fee.

Although demand has been made on the defendants they have failed to pay any principal, and it is long past due.

We have turned this note over to Forest A. Christian, our attorney, for collection.


Gus Schultz, Cashier.

Sworn to and subscribed before me this the
19th day of December, 1953.


Notary Public

FILED

12-22-53

ALICE I. DUCK, Clerk

Dec 153
General in Bradley
field

CD
776 2157
165
SUMMONS AND COMPLAINT

FARMERS & MERCHANTS BANK
FOLEY, ALABAMA

PLAINTIFF

84 VS: 124
WILLIAM BOOTH AND VIOLET BOOTH,
DEFENDANTS

EXECUTED
This 8 day of Jan 1954
by serving a copy of the within on
Wm Booth
By R J Matthews

EXECUTED
This 15 day of Jan 1954
by serving a copy of the within on
Violet Booth
By H B Sanders

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED
DEC 22 1953
ALICE J. DUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA