

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 -- PHONE 943-2201

FOLEY, ALABAMA 36535

February 10, 1970

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

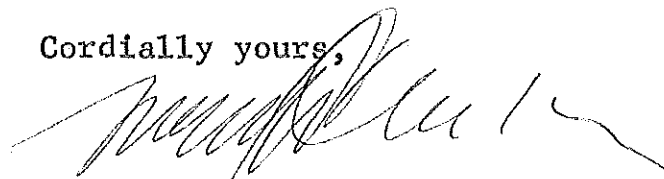
Re: Olney Emfinger
Vs: R. L. Bradshaw, a/k/a
Robert Bradshaw and
Ruth Bradshaw
Case No. 9064

Dear Judge Mashburn:

Kindly render a judgment in this case based on a promissory waive note in the principal amount of \$753.00, interest of \$55.00 and \$150.00 attorney's fee and based on an insufficient funds check in amount of \$300.00 plus \$60.00 attorney's fee, for a total of \$1,318.00.

The principal amount of check and note is \$1,053 and we are reducing the amount of the judgment to \$1,100.00 total.

Cordially yours,



FOREST A. CHRISTIAN

P.S. Said note and check are attached.

SUMMONS

STATE OF ALABAMA,)

COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons R. L. BRADSHAW/AND a/k/a ROBERT BRADSHAW, RUTH BRADSHAW, 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 OLNEY EMFINGER.

Witness my hand this the 6 day of January, 1970.

Alice J. Black
Clerk

** ** *

COMPLAINT

OLNEY EMFINGER,

PLAINTIFF,

VS:

R. L. BRADSHAW, a/k/a ROBERT
BRADSHAW, and RUTH BRADSHAW,

DEFENDANTS.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

9064

COUNT I:

The Plaintiff claims of the Defendant\$ SEVEN HUNDRED FIFTY-THREE & 00/100 DOLLARS (\$753.00), due by promissory waive note made by them on the 15th day of November, 1968, and payable on the 15th day of December, 1968, with interest thereon.

Said note provides for a reasonable attorney's fee, which The Plaintiff alleges to be ONE HUNDRED FIFTY DOLLARS (\$150.00).

COUNT II:

The Plaintiff claims of the Defendants THREE HUNDRED DOLLARS (\$300.00), due bycheck No. 851, dated the 1st day of December, 1969, made payable to W. P. PICKETT, AS agent for Plaintiff and drawn by the Defendants on the SOUTH BALDWIN BANK, Foley, Alabama, which check has been returned marked insufficient funds, together with interest thereon.

The Plaintiff claims penalty and reasonable attorney's fee, which the Plaintiff alleges to be SIXTY & 00/100 DOLLARS (\$60.00), as provided in Title 39, Section 53 (1).



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

Defendants' address:

R. L. Bradshaw works at Lee-Chev-Olds, Foley, Alabama.

Defendants live South of Foley, across road from Coffee Cup,
just south of Phillips 66 Service Station.

FILED

JAN 6 1970

ALICE J. DUCK CLERK
REGISTER

9064

SUMMONS AND COMPLAINT

OLNEY EMFINGER,

PLAINTIFF,

Received 6 day of January 1970

and on 7 day of Jan 1970

I served a copy of the within Summons

on Robert Bradshaw, a/k/a R.L.

Bradshaw, & Ruth Bradshaw

By service on _____

TAYLOR WILKINS, Sheriff
Taylor Wilkins D.E.

VS:

R. L. BRADSHAW, a/k/a ROBERT
BRADSHAW and RUTH BRADSHAW,

DEFENDANTS.

Sheriff claims 144 miles at

Ten Cents per mile Total \$ 14.40

TAYLOR WILKINS, Sheriff

BY Chil dress
DEPUTY SHERIFF

FILED

JAN 6 1970

ALICE J. DUCK CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN

(205) 943-2201

P. O. DRAWER 190

FOLEY, ALABAMA 36535

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA 36535

RETURNED BY
SOUTH BALDWIN BANK
Foley, Alabama

RETURNED UNPAID FOR
REASON INDICATED:

- ☐ ENDORSEMENT
☐ MISSING
☐ NOT AS DRAWN
☐ WRONG BANK
☐ SIGNATURE
☐ UNCOLLECTED FUNDS
☐ OTHER REASON (Specify)

FD-303 (Rev. 1-64)

INSUFFICIENT FUNDS

R. BRADSHAW

BOX 575

ALA. 36535

851

DATE 12-1 1969 61-506

Pickett

\$300⁰⁰

hundred & no

DOLLARS

DWIN BANK

LABAMA

R L Bradshaw

11 009 44

MRS. R. L. BRADSHAW
P. O. BOX 575
FOLEY, ALA. 36535

851

DATE 12-1 1969 61-506

W. P. Pickett \$300⁰⁰

Three Hundred & no DOLLARS

UTH BALDWIN BANK
FOLEY, ALABAMA

R L Bradshaw

⑈0506⑈ ⑈⑈00944⑈

W.D. Deane

\$ 753⁰⁰

\$ 753⁰⁰

Foley, Ala. Nov 15th

1968
194

One year after date, without grace 10 promise to pay
to the order of ~~FARMERS AND MERCHANTS BANK, FOLEY, ALA.~~
Almer Bradshaw

Seven Hundred fifty-three ⁷⁰/₁₀₀ Dollars

for value received, with interest at 6 1/2 per cent. per annum from Dec 15
until paid.

PAYABLE AT FARMERS AND 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.

(over)

Robert Bradshaw Seal

No. _____

Due _____

Ruth Bradshaw Seal

The endorser of this note agrees 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.

First Payment
on this note was
due Dec 15, 1918.
There was to be
monthly payments
on this note after
the above date.