

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 120

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

March 17, 1970

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

Re: Farmers & Merchants Bank
Vs: Larain B. DeMarlo
Case No. 9121

Dear Judge Mashburn:

Kindly render a judgment by default based on a promissory waive note on which there is a principal balance due of \$518.00, plus interest of \$332.00, and attorney's fee of \$100.00 for a total of \$950.00.

Said note is attached.

Cordially yours,



FOREST A. CHRISTIAN

SUMMONS

STATE OF ALABAMA,)
COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons LARAIN B. DEMARLO, 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 FARMERS & MERCHANTS BANK, Foley, Alabama.

Witness my hand this the 11 day of February, 1970.

Alice J. Duck
Clerk

** ** *

COMPLAINT

FARMERS & MERCHANTS BANK, Foley, Alabama,	I	
	I	IN THE CIRCUIT COURT OF
PLAINTIFF,	I	BALDWIN COUNTY, ALABAMA
VS:	I	
	I	AT LAW
LARAIN B. DEMARLO,	I	720.9121
DEFENDANT.	I	

The Plaintiff claims of the Defendant FIVE HUNDRED EIGHTEEN & 00/100 DOLLARS (\$518.00), due by promissory waive note made by her on the 24th day of June, 1961, and payable on the 24th June, 1962, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be ONE HUNDRED DOLLARS (\$100.00).

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

Defendant's address:

P. O. Box 178
Foley, Alabama 36535

FILED

FEB 11 1970

VOL

64 PAGE 520

CLERK
REGISTER

242-14-70

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA 36535

Received 11 day of February 1970
and on 14 day of Feb 1970
I served a copy of the within to
on Larain Demarlo

By service on _____

TAYLOR WILKINS, Sheriff

E. J. Demarlo D.S.

Sheriff claims 7
Ten Cents per mile Total \$ 7.70
TAYLOR WILKINS, Sheriff
[Signature]
DEPUTY SHERIFF

SUMMONS AND COMPLAINT

FARMERS & MERCHANTS BANK, Foley,
Alabama, a corporation,

PLAINTIFF,

VS:

LARAIN DEMARLO,

DEFENDANT.

LAW OFFICE OF
FOREST A. CHRISTIAN
(205) 943-2201
P. O. DRAWER 190
FOLEY, ALABAMA 36535

720.912

\$ 55.00

50.00

518.00

\$ 568.00

Foley, Ala. JUN 24 1961

19

October 1st. 1961

after date, without grace I promise to pay

to the order of **FARMERS AND MERCHANTS BANK, FOLEY, ALA.**

Five Hundred Sixty Eight- - - - - Dollars

for value received, with interest at 8 per cent. per annum from 7/1/1961 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.

Larain B. DeMarlo Seal

= Larain B. DeMarlo =

No. 64734R Due 10-1-1961

Foley, Ala.

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 endorsers, 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 hereto to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

RECORD OF PAYMENTS

[illegible]

ENDORSEMENT OF INTERESTED PARTIES

[illegible]