

FOREST A. CHRISTIAN
ATTORNEY AT LAW
P. O. DRAWER 190
AREA CODE 205 - PHONE 943-2201
FOLEY, ALABAMA 36535

2 September 1970

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

Re: Farmers & Merchants Bank

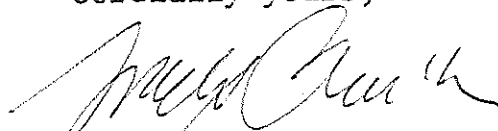
Vs: Geo. W. Gale et al
Case No. 9318

Dear Judge:

Kindly enter a judgment on a waive note on this case as
follows:

Principal	\$460.60
Interest	34.00
Att. fee	50.00
	<u>\$544.00</u>
Total	

Cordially yours,


FOREST A. CHRISTIAN

\$ 500.00

FOLEY, ALABAMA

19

For value received, I or we, jointly and severally, promise to pay to the order of

FARMERS AND MERCHANTS BANK

FOLEY, ALABAMA

Five Hundred = = = = = DOLLARS

payable at **FARMERS AND MERCHANTS BANK, Foley, Alabama**, in 11 monthly installments of

\$ 40.00 each, and one installment of \$ 60.00, the first installment to become due and payable on

or before the 3rd day of August 19 60, and one installment to become due and payable on or

before the 3rd day of each succeeding month until the whole of said indebtedness is paid, with interest from

Maturity at the rate of 8 per annum.

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.

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.

No. 80197 R

Address Summerdale, Ala. 36580
Rt. 1

✓ Claudine Gale (Seal)

George W. Gale (Seal)

SUMMONS

STATE OF ALABAMA,)
COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons GEORGE W. GALE and CLAUDINE GALE, 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 of Foley, Alabama, a corporation.

Witness my hand this the 9th day of June, 1970.

Alice J. Black
Clerk

** ** *

COMPLAINT

FARMERS & MERCHANTS BANK of)
Foley, Alabama, a corporation,) IN THE CIRCUIT COURT OF
PLAINTIFF,) BALDWIN COUNTY, ALABAMA
VS:) AT LAW
GEORGE W. GALE and CLAUDINE) 9318
GALE,)
DEFENDANTS.)

COUNT I:

The Plaintiff claims of the Defendants, FOUR HUNDRED SIXTY & 00/100 DOLLARS (\$460.00), due by promissory waive note made by them on the 15th day of July, 1969, and payable on the 2nd day of September, 1969, with interest thereon.

COUNT II:

The Plaintiff claims of the Defendant FIFTY & 00/100 DOLLARS (\$50.00), due by promissory waive note made by her on the 12th day of August, 1969, and payable on the 3rd day of September, 1969, with interest thereon.

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

Defendants' address:

Summerdale, Alabama

FILED

JUNE 1970

ALICE J. BLACK CLERK
REGISTER

120
Sheriff claims 66 miles at
Ten Cents per mile Total \$ 6.60
TAYLOR WILKINS, Sheriff
BY Brown
DEPUTY SHERIFF

Received 9 day of June 19 70
and on 11 day of July 19 70
I served a copy of the within W.C.
on George & Claudine Gale

By service on _____

TAYLOR WILKINS, Sheriff
BY H. H. Brown, D. S.
George W. Gale

Summons
9318

SUMMONS AND COMPLAINT

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

PLAINTIFF,

VS:

GEORGE W. GALE and CLAUDINE
GALE,

DEFENDANTS.

FILED
JUL 9 1970
ALICE J. BOSS
CLERK
REGISTER

\$ 50.00

\$ 50.00

Foley, Ala.

AUG 12 1969

19

Sept. 3rd. 1969

after date, without grace I promise to pay

to the order of

FARMERS AND MERCHANTS BANK, FOLEY, ALA.

Fifty = = = = = Dollars

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

Claudine Gale

Seal

= Claudine Gale =

Seal

Summerdale, Ala. 36580

No. 80355 R Due 9-3-1969

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.