

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

9 September 1970

Honorable Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama 36507

Re: Farmers & Merchants Bank
Foley, Alabama

Vs: Joseph M. Newell
Case No. 9320

Dear Judge Mashburn:

Kindly issue a default judgment on a Promissory ^{wove} note on
which there is principal balance of \$700.00, plus Interest
of \$126.00, plus \$140.00 Attorney's fee, for a total of \$966.02.

Cordially yours,


FOREST A. CHRISTIAN

Enclosure

700 00
8
52.00
2
122
24
140
124
24

SUMMONS

STATE OF ALABAMA,)

COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons JOSEPH M. NEWELL, 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 2nd day of June, 1970.

Alice J. Duck
Clerk

** **

COMPLAINT

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

PLAINTIFF,)

VS:)

JOSEPH M. NEWELL,)

DEFENDANT.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

9320

The Plaintiff claims of the Defendant SEVEN HUNDRED & 00/100 DOLLARS (\$700.00), due by promissory waive note made by him on the 16th day of April, 1968, and payable on the 1st day of July, 1968, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be ONE HUNDRED FORTY DOLLARS (\$140.00).

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

Defendant's address:

P. O. Box 1085

Foley, Alabama 36535

FILED

JUN 1 1970

ALICE J. DUCK
CLERK
REGISTER

VOL

65

PAGE 594

8-27-70

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA 36535

Sheriff claims \$4
Ten Cents per mile Total \$8.40
TAYLOR WILKINS, Sheriff
BY *Charles Christian*
DEPUTY SHERIFF

Received 9 day of July 19 70
and on 27 day of May 19 70
I served a copy of the within doc
on Joseph Newell

By service on _____

TAYLOR WILKINS, Sheriff

Charles Christian

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

9320
SUMMONS AND COMPLAINT

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

PLAINTIFF,

VS:

JOSEPH M. NEWELL,

DEFENDANT.

FILED
JUL 9 1970
ALICE J. COLE
CLERK
REGISTER

Interest figured by
date 9/9/90.
Joseph Newell

28.02 *T
*T
*T
28.02
56.00
42.00
126.02 s

\$ 700.90

\$ 700.00

Foley, Ala.

19

MAY 15th. 1968

after date, without grace

I

promise to pay

to the order of

FARMERS AND MERCHANTS BANK, FOLEY, ALA.

Seven Hundred

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.

P.O.Box 1085

Foley, Ala.

No.

77797 R

Due 5-15-1968

= Joseph M. Newell =

Foley, Ala. General Delivery

Seal

Seal

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

ENDORSEMENT OF INTEREST PAYMENTS

JUN 22, 1968	7.67	to	7/1/68	19
19	\$ 78.00	to	12-31	1968
19	\$ 56.00	to	12-31	1969
19	\$ 42.00	to	9-10	1970
19	\$	to		19
19	\$	to		19
19	\$	to		19
19	\$	to		19