

STATE OF ALABAMA)
BALDWIN COUNTY) IN THE CIRCUIT COURT LAW SIDE . .

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon BILL H. BENGTON to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the Complaint of FARMERS & MERCHANTS BANK, Foley, Alabama, a State Banking Institution.

WITNESS my hand this the 3rd day of August, 1970.

Clair J. Duck
Clerk

COMPLAINT

FARMERS & MERCHANTS BANK,)	IN THE CIRCUIT COURT OF
Foley, Alabama, a State)	
Banking Institution,)	BALDWIN COUNTY, ALABAMA
)	
Plaintiff,)	AT LAW
)	<u>9411</u>
vs.)	
)	
BILL H. BENGTON,)	
)	
Defendant.)	

COUNT I

Plaintiff claims of the Defendant Five Thousand Dollars (\$5,000.00) due by three promissory notes, made by him, viz: December 16, 1961, in the amount of Two Thousand, Five Hundred Dollars (\$2,500.00), the unpaid balance of which is Five Hundred Dollars (\$500.00) and the interest thereon from March 6, 1966, at an interest rate of eight per cent (8%) per annum; May 27, 1963, in the amount of Three Thousand Dollars (\$3,000.00) payable on or before November 27, 1963, at an interest rate of eight per cent (8%) per annum, the unpaid balance of which is Three Thousand Dollars (\$3,000.00) and the interest thereon from September 27, 1966; January 27, 1965 in the amount of One Thousand, Five Hundred Dollars due April 26, 1965, at an interest rate of eight per cent (8%) per annum, the unpaid balance of which is One Thousand, Five Hundred Dollars (\$1,500.00) and interest thereon from June 26, 1966.

The Plaintiff further avers that in and by the terms of said note, the Defendant waives all right of exemption under the

constitutional laws of Alabama, or any other State as to personal property, as to which waive the Plaintiff now claims the benefit.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay all cost of collection or securing or attempting to collect or secure said note including a reasonable attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of twenty per cent (20%) of the sum of the unpaid principal plus the accrued interest thereon of these three notes at the time of judgment as such reasonable attorney's fees.


Attorney for Plaintiff

Defendant's Address:

Robertsdale, Alabama

FILED

AUG 3 1970

ALICE J. DUCK CLERK
REGISTER

Received 3rd day of August 1940
for 14 Sept 11
of 1 Complaint
to Bill H. Bengtson

WILKINS, Sheriff
Charles L. Taylor D. S.

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR, WILKINS, Sheriff
BY Charles L. Taylor
DEPUTY SHERIFF

Foley 9411 B-8

COMPLAINT

FARMERS & MERCHANTS BANK,
Foley, Alabama, a State
Banking Institution,

Plaintiff,

vs.

BILL H. BENGTON

Defendant.

R-Sub. 947-5658

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CECIL G. CHASON

Attorney at Law →

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535

FARMERS & MERCHANTS BANK,
Foley, Alabama, A State
Banking Institution

Plaintiff

VS.

BILL H. BENGTON

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9411

DEMURRERS

Comes now, Bill H. Bengton, the Defendant in the above styled cause and files this, his Demurrers, to the Complainant's Complaint and respectfully shows unto the Court as follows:

1.

The Complaint does not state a cause of action.

2.

The allegations of Count One of the Complaint are vague, uncertain and indefinite.

3.

The Complaint does not set out the days on which the note sued on became due and payable.

WILTERS, BRANTLEY & NESBIT

BY: *Phyllis S. Nesbit*
Attorney for Defendant

The Defendant demands a trial by jury.

WILTERS, BRANTLEY & NESBIT

BY: *Phyllis S. Nesbit*
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 29 day of October, 1970, served a copy of the foregoing pleading on counsel for all parties to this proceeding by making the same by United States Mail, properly addressed, and first class postage prepaid.

WILTERS, BRANTLEY & NESBIT

By: *Phyllis S. Nesbit*

FILED

OCT 29 1970

ALICE J. DUCK CLERK
REGISTER

FARMERS & MERCHANTS BANK,
Foley, Alabama, a State
Banking Institution

Plaintiff

VS.

BILL H. BENGSTON

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9411

ANSWER TO AMENDED
COMPLAINT

Comes now the Defendant in the above styled cause and
files this his answer to the Plaintiffs Amended Bill of Com-
plaint:

1.

The Defendant avers that the allegation of the Complaint
are untrue.

WILTERS, BRANTLEY & NESBIT

BY:

Hyllus S. Nesbit
Attorneys for Defendant

FILED

SEP 23 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 23 day of September
1971 served a copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same by United States
Mail, properly addressed, and first class postage prepaid.

WILTERS, BRANTLEY & NESBIT

By:

Hyllus S. Nesbit

CECIL G. CHASON

Attorney at Law

CHARLES H. SIMS III
ASSOCIATE

July 31, 1970

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

Mrs. Alice J. Duck
Clerk of the Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

Re: Farmers & Merchants Bank
vs.
Bill H. Bengston

9411

Dear Mrs. Duck:

I am enclosing an original and one copy of the summons and complaint in the above styled cause to be filed in your office.

Yours very truly,


C. G. Chason

CGC/vd
Enc.

FARMERS & MERCHANTS BANK,)
Foley, Alabama, a State)
Banking Institution,)

Plaintiff,)

AT LAW

BILL H. BENGSTON,

CASE NO. 9411

Defendant.)

AMENDED COMPLAINT

COUNT I

Plaintiff claims of the Defendant Five Thousand Dollars (\$5,000.00) due by three (3) promissory notes made by him on the following dates, viz: December 16, 1961, in the amount of Two Thousand, Five Hundred Dollars (\$2,500.00) and payable on the 21st day of February, 1964, the unpaid balance of which is Five Hundred Dollars (\$500.00) and the interest thereon from March 6, 1966, at the interest rate of eight per cent (8%) per annum; May 27, 1963, in the amount of Three Thousand Dollars (\$3,000.00) payable on or before the 27th day of November, 1963, at an interest rate of eight per cent (8%) per annum, the unpaid balance of which is Three Thousand Dollars (\$3,000.00) and the interest thereon from the 27th day of September, 1966; January 27, 1965, in the amount of \$1,500.00 payable the 26th day of April, 1965, at an interest rate of eight per cent (8%) per annum, the unpaid balance of which is One Thousand, Five Hundred Dollars (\$1,500.00) and interest thereon from the 26th day of June, 1965.

The Plaintiff further avers that the three (3) notes described above are in default and that in and by the terms of said notes, the Defendant waives all right of exemption under the constitutional laws of Alabama, or any other state as to personal property, as to which waive the Plaintiff now claims the benefit.

Plaintiff further avers that in and by the terms of said notes the Defendant agreed to pay all cost of collection or securing or attempting to collect or secure said notes including a reasonable attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of twenty per cent (20%) of the sum

of the unpaid principal plus the accrued interest thereon of these three notes at the time of judgment as such reasonable attorney's fees.

Thomas W. Underwood, Jr.
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 1st
day of Sept., 1971, served a
copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same
by United States mail, properly addressed, and
first class postage prepaid.

Thomas W. Underwood, Jr.

FILED

SEP 8 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

CECIL G. CHASON

THOMAS W. UNDERWOOD, JR.
ASSOCIATE

Attorney at Law

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

September 1, 1971

Mrs. Eunice B. Blackmon
Clerk of Court
Bay Minette, Alabama

Re: Farmers and Merchants Bank vs. Bengston
Case No. 9411

Dear Mrs. Blackmon:

I am enclosing an Amended Complaint in the case mentioned above, and have mailed a copy to Mrs. Phyllis Nesbit, attorney for the Defendant.

Sincerely yours,



Thomas W. Underwood, Jr.

TWU, Jr/jc
Encl.

C. G. Chason
to sign by Judgt
on --- line