

SUMMONS

STATE OF ALABAMA)
) TO ANY SHERIFF OF THE STATE OF ALABAMA
BALDWIN COUNTY)

You are hereby commanded to summon CLIFFORD McLAIN, ROUTE 1, SEMINOLE, ALABAMA and LOUISE McLAIN, ROUTE 1, SEMINOLE, ALABAMA, to appear within thirty days after the service of this summons in the Circuit Court to be held for said County, then and there to demur or plead to the complaint of FARMERS & MERCHANTS BANK.

Witness my hand this 27 day of April, 1972

Louise B. Blackburn
CLERK

* * * * *

FARMERS & MERCHANTS BANK)	
FOLEY, ALABAMA, AN ALABAMA CORPORATION)	IN THE CIRCUIT COURT OF
vs.)	BALDWIN COUNTY, ALABAMA
CLIFFORD McLAIN)	AT LAW
LOUISE McLAIN)	NO <u>10.366</u>

COMPLAINTS

COUNT ONE

The Plaintiff Farmers and Merchants Bank claims of the Defendants Clifford McLain and Louise McLain One Thousand, One Hundred Fifty-one Dollars and 07/100ths (\$1,151.07) due by note executed by the Defendants on the 9th day of October and payable on demand, with interest thereon.

And the Plaintiff avers that so far as the collection of this debt is concerned, Defendants have agreed to pay a reasonable attorney's fee for collection, and Plaintiff claims \$150.00 as a reasonable attorney's fee.

COUNT TWO

The Plaintiff Farmers and Merchants Bank claims of the Defendant Louise McLain Two Hundred and Four and NO/100ths Dollars due by note executed by the Defendant on the 17th day of September and payable

on the 15th day of October, 1971, with interest thereon.

And the Plaintiff avers that so far as the collection of this debt is concerned, the Defendant has agreed to pay a reasonable attorney's fee for collection, and Plaintiff claims \$25.00 as a reasonable attorneys fee.

Daniel E. Robison

Daniel E. Robison
Attorney for Plaintiff

FILED

APR 27 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

10,366

Jennings & Merchants
Bank, Foley, Alabama
an Ala. Corp.
Pty.

no.

Clyford McCain
Louise McCain

APR 27 1972

JENNINGS & MERCHANTS
BANK

Memorandum

90 milt

by J. H. Brown

TAYLOR & WILKINS

BY S. W. H. H. H.

BY S. W. H. H. H.

BY S. W. H. H. H.

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BY S. W. H. H. H.

BY S. W. H. H. H.

Sheriff's claim
180 miles
Ten Cent per mile Total \$ 18.00
TAYLOR & WILKINS, Sheriff

Received 27 day of April 1972
and on day of May 1972
I served a copy of the within
on
Clyford McCain
Louise McCain
BY S. W. H. H. H.

FEIBELMAN & SILVER
ATTORNEYS AT LAW
2103 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA 36601

HERBERT P. FEIBELMAN, JR.
IRVING SILVER
DANIEL E. ROBISON

P. O. BOX 2082
TELEPHONE 205 433-1597
205 438-9717

September 13, 1972

Mrs. Eunice Blackmon
Clerk of the Court
At Law
Circuit Court of Baldwin County
Bay Minette, Alabama, 36507

Re: Farmers and Merchants Bank vs. Clifford McLain Case No. 10,366


Dear Eunice:

More than thirty days have passed since the service on the Defendants and the Plaintiff respectfully requests a default judgment. Attached to this letter are the promissory notes which are the subject of this suit.

On Count One which is based on the large promissory note, we ask for a judgment in the amount of \$1,347.11. This is based on the principal, \$1,151.07, at the rate of 6% interest from January of this year, giving us a total of \$1,197.11. Added to this we ask that the Judge award a reasonable attorney's fee in the amount of \$150.00. This gives a total of \$1,347.11.

On the smaller promissory note, in Count Two, we ask for \$245.32. We multiplied the balance of \$204.00 by the 8% per annum which was allowed on the promissory note itself. This gave us a figure of \$220.32. We then asked for a reasonable attorney's fee in the amount of \$25.00. This give a total of \$245.32.

Very truly yours,


Daniel E. Robison

DER/mp

IRBY AND POGGI
ATTORNEYS AT LAW
305 NORTH SECTION STREET
FAIRHOPE, ALABAMA 36532

SAMUEL W. IRBY
FRANCIS A. POGGI, JR.

MAILING ADDRESS
P. O. DRAWER B
TELEPHONE 926-8285
AREA CODE 205

February 1, 1973

Eunice B. Blackmon
P. O. Box 239
Bay Minette, Alabama 36507

Dear Eunice:

As you know, Dan Robison is no longer practicing law in this area. Please place Irby and Poggi as attorneys of record on the following cases that were turned over to us by Dan.

Dr. D. K. Cooper -vs- J. Wade	Case No. 10,156✓
Farmers & Merchants Bank -vs- Clifford McLain & Louise McLain	Case No. 10,366
Donald Gaar, d/b/a/ Foley Auto Parts -vs- Jaye Truck Lines, Inc.	Case No. 10,346
Jerry Hance, d/b/a/ Magnolia Springs Garage -vs- Laura Williams	Case No. 10,348
Kenneth Totsch, d/b/a/ Totsch Boat Works -vs- Donald Forsyth	Case No. 10,132✓
Jerry Hance, d/b/a/ Magnolia Springs Garage -vs- Ralph Dubuison	Case. No. 10,349
Baptist Hospital -vs- Fannie Mae Walden	Case No. 10,373✓
La Rue Flying Service, Inc. -vs- John R. Childress	Case No. 9,469✓

FILED

FEB 2 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

Eunice B. Blackmon
February 1, 1973
Page 2

Jerry Hance, d/b/a/ Magnolia Springs
Garage -vs- Rodney Carver

Case No. 10,346

George W. Markham, Sr. and Randall
Markham, d/b/a/ George Markham &
Sons Signs -vs- H. Rowland Clifton

Case No. 10,458

Foley Tractor Co., Inc -vs- Paul L.
Bonnell

Case No. 9,215 -

La Rue Flying Service -vs- Henry King

Case No. 9,615

Eddie Sweat -vs- John A. McDuffie

Case No. 9,455

If you have any questions concerning this matter, please do
not hesitate to call.

Yours very truly,

Sam W. Libby
For the Firm

SWI/akb

FILED

FEB 2 1973

EUNICE B. BLACKMON CIRCUIT
CLERK



WISCONSIN

LOAN NUMBER 84682

DUE DATE

STARTING 11/8/71

CUST. NAME Mc Lain, Clifford

WISCONSIN
\$ 00 49

148406

S 1 118 29

18 \$ 67 71 \$ 1 218 78

DISC. OR CARRYING CHG.

ORDER NUMBER

CASH LOAN AMOUNT

TERM

PAYMENT

ORIGINAL NOTE

DISC. OR CARRYING CHG.		ORDER NUMBER		CASH LOAN AMOUNT				TERM	PAYMENT	ORIGINAL NOTE	DATE PAID					
BALANCE OF UNEARNED INTEREST		PAY-OFF LOAN BALANCE		PAYMENTS ON				PAYMT NO.	TOTAL PAYMENT		BALANCE OF ORIGINAL NOTE					
				INTEREST *	PRINCIPAL											
89	91	1	061	16	10	58	✓	57	13	✓	1	67	71	✓	1 151 07	JAN 22 1972
79	92	1	003	44	9	99		57	72	2	65.00	67	71		1 086 07	MAY 6 - 1972
70	52		945	13	9	40		58	31	3		67	71		1 015 65	
61	71		886	23	8	81		58	90	4		67	71		947 94	
53	48		826	75	8	23		59	48	5		67	71		880 23	
45	84		766	68	7	64		60	07	6		67	71		812 52	
38	79		706	02	7	05		60	66	7		67	71		744 81	
32	33		644	77	6	46		61	25	8		67	71		677 10	
26	45		582	94	5	88		61	83	9		67	71		609 39	
21	16		520	52	5	29		62	42	10		67	71		541 68	
16	46		457	51	4	70		63	01	11		67	71		473 97	
12	35		393	91	4	11		63	60	12		67	71		406 26	
8	82		329	73	3	53		64	18	13		67	71		338 55	
5	88		264	96	2	94		64	77	14		67	71		270 84	
3	53		199	60	2	35		65	36	15		67	71		203 13	
1	77		133	65	1	76		65	95	16		67	71		135 42	
	59		67	12	1	18		66	53	17		67	71		67 71	
	00			00		59		67	12	18		67	71		00	

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\$1,218.78

ON OR BEFORE the _____ day of Demand

Foley, Baldwin County, Alabama,

OCT 9 - 1971

19

to pay to the order of FARMERS & MERCHANTS BANK of Foley, Alabama, at said bank, the sum of
Twelve Hundred Eighteen and --78/100 ----- DOLLARS

for value received, with interest at the rate of eight per cent (8%) per annum, from maturity.
The parties to this instrument, jointly and severally, agree to pay this note and waive as to this debt, or any renewal thereof, all right to exemption under the Laws and Constitution of Alabama or any other State as to personal property, and agree to pay all cost of collecting or securing or attempting to collect or secure this debt, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and all notice of protest, demand, presentment or other requirements are specifically waived.

In order to secure the payment of this note and any and all installments thereof, and any other indebtedness to said bank, I or we, hereby GRANT, BARGAIN, SELL and CONVEY to Farmers & Merchants Bank of Foley, its successors and assigns, the following described property, to-wit:--

1967 Model Chevrolet "Caprice" 2 door Sport Coupe Motor No. 166477S163580;

Payable \$ 62.71 per Mo. Beginning 11-18-1971;

and any and all other personal property, whether herein specifically described or not, owned by me or us or in which I or we may have an interest and wherever located, and I or we include herein all personal property acquired after the date of execution of this instrument.

I or we, hereby covenant and warrant to Farmers & Merchants Bank that I or we have a full right to convey all property as herein above conveyed; that it is free and clear from all liens and encumbrances and agree that this statement is made for the purpose of obtaining this loan. I or we also authorize and empower Farmers & Merchants Bank to apply to the payment of this debt any funds in said bank belonging to me or us.

Default in the payment of any installment shall make all installments due. All of the above property, or any of it, may after maturity and non-payment of this note, in whole or in part, be seized and sold by the said Farmers & Merchants Bank of Foley, its agents, successors or assigns at private sale or public auction, for cash, at the place where said property is, or at Farmers & Merchants Bank building in Foley, Alabama, after posting for one day or more, written notices in three public places in Foley, Alabama; the proceeds of such sale to be applied first, to the expense of advertising, selling, conveying, attorney's fee and payment of recording fees and second, to the payment of the sums due hereunder or by virtue of any other instrument, and the balance, if any, to the undersigned. The Farmers & Merchants Bank is hereby authorized to become the purchaser at any sale held by virtue of this instrument.

I or we hereby specifically agree that the property above described may be considered as security for any other debts now or hereafter due and unpaid by me or us to the Farmers & Merchants Bank, and that all provisions of seizure and sale shall apply both to this instrument and to notes evidencing any other indebtedness.

I or we hereby agree upon demand being made by the said Farmers & Merchants Bank, its agent or attorney, to deliver all of said property hereby conveyed to said Bank immediately and hereby agree to pay all costs of taking possession of said property including a reasonable attorney's fee.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS my or our hands and seals on this the day and year first above written.

Louise M. McLean (SEAL)
Louise M. McLean (SEAL)

Seminole, Ala.

Pt. 1

No. _____

No. 84682 R

The undersigned of this note agree to pay all cost of collection, including reasonable attorney's fee, whether costs are incurred by suit, against any one or more of the makers or endorser(s), 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 & 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 INTEREST PAYMENTS

19 \$ to 19
19 \$ to 19
19 \$ to 19
19 \$ to 19
19 \$ to 19
19 \$ to 19
19 \$ to 19

FILLING INFORMATION

Date Oct 1 3 1974

Title No. 3933

Probate

\$ 204.00

\$ 204.00

Foley, Ala.

SEP 17 1971

19

October 15th. 1971

after date, without grace I promise to pay

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

Two Hundred Four = = = = = 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.

No.

84526R

Due

10-15-1971

Louise McLain

Seal

= Louise McLain =

Seal

Seminole, Ala.