

Received... day of May 1954
and on 12 day of May 54
I served a copy of the same on
at the residence of
By Lorena Minchew
The John Minchew
Taylor Wilbur
Edley Hillman

W2251

SUMMONS AND COMPLAINT

FARMERS & MERCHANTS BANK,
PLAINTIFF

VS:

LORENA MINCHEW, (Mrs. John N.
Minchew)
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED
MAY 11 1954
ALICE J. DUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

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FOREST A. CHRISTIAN
FOLEY, ALABAMA

AFFIDAVIT OF GUS SCHULTZ

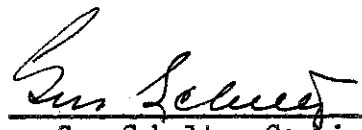
THE STATE OF ALABAMA,)
BALDWIN COUNTY,)

GUS SCHULTZ, first being duly sworn, deposes and says as follows:

My name is Gus Schultz and I am cashier of the Farmers & Merchants Bank, Foley, Alabama. I know that on November 24, 1953, Lorena Minchew of Marlow, Alabama, borrowed \$138.00 from the bank, and executed a promissory note payable on December 15, 1953.

The Defendant has paid \$40.48 leaving a balance due of \$97.52, after allowing all just credits.

We have turned this note over to Forest A. Christian, our attorney, for collection.


Gus Schultz, Cashier

Sworn to and subscribed before me this the
10 day of May 1954.


Notary Public

NOV 24 1953

\$ 138.00
26.08 ✓
111.92
14.40 ✓
97.52

\$ 138.00 Foley, Ala. 19
December 15th. 1953 after date, without grace I promise to pay

to the order of **FARMERS AND MERCHANTS BANK, FOLEY, ALA.**
One Hundred Thirty Eight- - - - - 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.

Lorena Minchew Seal

No. 46402

Due 12-15-1953

At. 1- Summerdale, Ala. Seal

SUMMONS

THE STATE OF ALABAMA)
)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA, - GREETING:

YOU ARE HEREBY COMMANDED to summon Lorena Minchew (Mrs. John N. Minchew) 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, State of Alabama, at Bay Minette, against Lorena Minchew by the FARMERS AND MERCHANTS BANK of Foley, Alabama, a corporation.

Witness my hand this the 11th day of May 1954.

Deise French
Clerk of Court

/ / / / /

COMPLAINT

FARMERS & MERCHANTS BANK,
PLAINTIFF

VS:

LORENA MINCHEW, (Mrs. John N. Minchew)
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

The Plaintiff claims of the Defendant NINETY SEVEN DOLLARS and FIFTY TWO CENTS (\$97.52) due by promissory note made by her on the 24th day of November 1953, and payable on December 15, 1953, together with interest thereon.

Said note also provides for a reasonable attorney's fee and waives all exemption under the laws and Constitution of the State of Alabama or any other State as to personal property. Plaintiff alleges a reasonable attorney's fee is \$25.00.

There is attached to the original hereof and made a part of this suit, an affidavit by Gus Schultz, cashier of the Farmers & Merchants Bank, Foley, Alabama, showing the amount due as of May 10, 1954.

Dwight Christensen
Attorney for Plaintiff

The Defendants live at Marlow, Alabama