

2268

SUMMONS

THE STATE OF ALABAMA)
BALDWIN COUNTY)

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

YOU ARE HEREBY COMMANDED To summon M. L. STEADHAM, 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 M. L. STEADHAM, by the FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation.

Witness my hand this the 19th day of May 1954.

Archie J. Smith
Clerk of Court

////////////////

COMPLAINT

FARMERS & MERCHANTS BANK,
PLAINTIFF

VS:

M. L. STEADHAM

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

The Plaintiff claims of the Defendant the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00), due by promissory note made by him on the 13th day of July 1953, and due and payable on or before the 13th day of September 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 the reasonable attorney's fee is \$50.00.

The defendant lives at Foley, Alabama.

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 18, 1954.

Gus Schultz
Attorney for Plaintiff

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 July 13, 1953, M. L. Steadham of Foley, Alabama, borrowed \$900.00 and executed a note thereon. That said note was due and payable on or before September 13, 1953. M. L. Steadham has paid on said note a total of \$650.00, leaving a principal balance of \$250.00 plus accrued interest.


Said note provides for interest at the rate of eight per cent (8%) per annum, from maturity, and is a waive note, which also provides for a reasonable attorney's fee.

Although demand has been made on the defendant, he has failed to pay any part of this balance and it is long past due.

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
19th day of May 1954.


Baldwin County Ala

and on 6 day of June
I served a copy of the within
on _____

By service on M. L. Steadham

TAYLOR WILKINS, JUDGE
By M. L. Steadham

SUMMONS AND COMPLAINT

Farmers & Merchants Bank
Plaintiff

VS:

M. L. Steadham
Defendant

FILED

MAY 21 1954

ALICE L. DUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

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FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

March 12, 1956

2268
7-20-54 - cost \$11.90
\$307.50

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

Dear Mrs. Duck:

Will you kindly prepare the Writ on Garnishment (Code 1940, Title 7, Section 999) and the notice to the defendants in the case of the Farmers & Merchants Bank of Foley, Alabama, vs: M. L. Steadham, since I do not have these forms available to me.

Yours very truly,


FOREST A. CHRISTIAN

also, would you send me
some of this form.
H.C.

State of Alabama

BALDWIN COUNTY

TO M. L. STEADHAM, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of

FARMERS & MERCHANTS BANK OF FOLEY, Plaintiff,

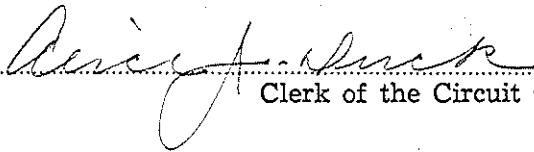
versus M. L. STEADHAM, Defendant,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

L.W. BRANMAN, JR. d/b/a CHILDRESS MARKET

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 14th.

day of March, 194⁵⁶

 Clerk of the Circuit Court.

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

March

TERM, 1956

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular ~~Term~~ July Term, 1954, of the Circuit Court of Baldwin County,
to-wit: On the 20 day of July, 1956, being a regular day of
said term, FARMERS & MERCHANTS BANK OF FOLEY, ALABAMA

recovered judgment against M.L. STEADHAM

for the sum of Three Hundred Seven and 50/100 (\$307.50) Dollars, and cost of suit,
and affidavit having been made by Forest Christian
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

L. W. BRANNAN, JR. d/b/a CHILDRESS MARKET

has or is believed to have in his possession, or under his control money
or effects belonging to said defendant M.L. STEADHAM or that he is, or
is believed to be indebted to said defendant M.L. STEADHAM or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be
discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon

L.W. BRANNAN, JR. d/b/a CHILDRESS MARKET

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on the within 30 days Monday in March A. D. 1956,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making his answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer he was indebted to said defendant
M.L. STEADHAM and whether HE will not be indebted in future to said defendant
M.L. STEADHAM by a contract then existing, and whether by a contract then existing
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and
whether HE has not in HIS possession or under HIS control money or
effects belonging to the defendant M.L. STEADHAM

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this 14th day of March, A. D., 1956

Issued 14th day of March A. D., 1956

ATTEST:

Alice J. Duck, Clerk.

RECORDED

Received 14 day of April 1935

and on _____ day of _____ 19____

served a copy of the within Sum

in _____

by service on _____

TAYLOR WILKINS, Sheriff

By _____ D. S.

Circuit Court, Baldwin County

No. 2268 ¹/₂

FARMERS & MERCHANTS BANK OF FOLEY

VS. } Garnishment On Judgment

M.L. STEADHAM

Issued 14th day of March 1936

Returnable _____ day of _____ 19____

FOREST CHRISTIAN

Attorney

*Recalled By
Atty Christian*

AFFIDAVIT ON JUDGMENT

THE STATE OF ALABAMA,)

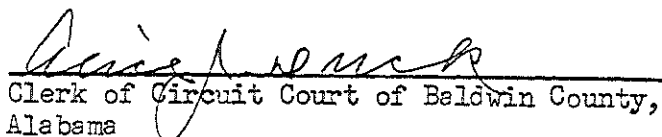
BALDWIN COUNTY.)

PERSONALLY appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for said County, Forest A. Christian, who being duly sworn, deposes and saith that on the 22nd day of July, 1954, the Farmers & Merchants Bank of Foley, Alabama, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against M. L. Steadham for the sum of THREE HUNDRED SEVEN & 50/100 DOLLARS (\$307.50), and the further sum of NINE & 40/100 DOLLARS (\$9.40) cost of suit, together with interest on the principal from the date of judgment, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that L. W. BRANNAN, JR., doing business as CHILDRESS MARKET, has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that it has or is believed to be indebted to the defendant, or is liable to him on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.



Sworn to and subscribed before me this

the 14 day of March, 1956.


Clerk of Circuit Court of Baldwin County,
Alabama

June 19, 1956

Hon. Taylor Wilkins
Sheriff, Baldwin County
Bay Minette, Alabama

Re: Farmers & Merchants Bank
vs: M. L. Steadham - L. W.
Brannan, Jr. garnishment

Dear Sheriff Wilkins:

This garnishment was filed on March 14th, but the docket shows no service yet. Since Buck Steadham works at Childress Market at Foley, it should be very easy to get him served. Judge Hall wants something done about this. We would appreciate service and a report.

Yours very truly,



FOREST A. CHRISTIAN

June 20, 1956

Hon. Taylor Wilkins
Sheriff, Baldwin County
Bay Minette, Alabama

Re: Farmers & Merchants Bank
vs: M. L. Steadham - L. W.
Brannan, Jr., garnishment

Dear Sheriff Wilkins:

Yesterday I wrote you as follows:

"This garnishment was filed on March 14th, but the docket shows no service yet. Since Buck Steadham works at Childress Market at Foley, it should be very easy to get him served. Judge Hall wants something done about this. We would appreciate service and a report."

I have now talked with the bank, and it seems that Mr. Steadham is making regular payments so it is not necessary for you to serve this at this time. Thank you, I am,

Yours very truly,


FOREST A. CHRISTIAN

cc: Clerk of Court

\$ 900.00

Foley, Baldwin County, Alabama,

JUL 13 1953

ON OR BEFORE the 13th. day of September

19 53 I or we, promise

to pay to the order of FARMERS & MERCHANTS BANK of Foley, Alabama, at said bank, the sum of

Nine Hundred- - - - - 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:-

One Hundred Head mixed hogs;

STATE OF ALABAMA, BALDWIN COUNTY

Filed 7-28-53

Recorded .. mdy. book 225 page 17.

M. S. Stuart
Judge of Probate

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.

WITNESS.

M. S. Stuart (SEAL)

(SEAL)

No. 44703

Foley, Ala.