

SUMMONS

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

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

YOU ARE HEREBY COMMANDED to summon ROBERT U. RAY, 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, ROBERT U. RAY, by the FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation.

Witness my hand this the 22^m day of July, 1954.

Alice J. French
Clerk of Court

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COMPLAINT

FARMERS & MERCHANTS BANK, of)
Foley, Alabama,)
Plaintiff)
VS:)
ROBERT U. RAY,)
Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

The Plaintiff claims of the Defendant the sum of ONE HUNDRED TWENTY-FIVE & 00/100 DOLLARS (\$125.00), due by promissory note made by him on the 14th day of May, 1954, and due and payable on or before the 14th day of June, 1954, together with interest thereon of eight per cent (8%) per annum.

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 \$30.00.

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 July 19, 1954.

Gus Schultz
Attorney for Plaintiff

Defendant resides at:

Robert U. Ray
Fiarhope, Ala.

AFFIDAVIT OF GUS SCHULTZ

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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 May 14, 1954, Robert U. Ray of Fairhope, Alabama, borrowed \$125.00 and executed a note thereon. That said note was due and payable on or before June 14, 1954.

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 July, 1954.


Notary Public

FILED

7-22-54

ALICE J. DUCK, Clerk

W 2321

Received 22 day of July 1954
and on 27 day of July 1954
I served a copy of the writ on [Signature]
on _____

By service on Robert U. Ray

TAYLOR WILKINS, Sheriff
By [Signature] D.S.

SUMMONS

FARMERS & MERCHANTS BANK
Foley, Alabama
Plaintiff

VS:

ROBERT U. RAY
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED

JUL 22 1954

ALICE J. BUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

\$ 125.00

FOLEY, ALABAMA 5-14-54

19

For value received, I or we, jointly and severally, promise to pay to the order of

FARMERS AND MERCHANTS BANK

FOLEY, ALABAMA

One Hundred Twenty Five - - - - - DOLLARS

payable at **FARMERS AND MERCHANTS BANK, Foley, Alabama**, in 6 monthly installments of
\$ 20.00 each, and one installment of \$ 5.00, the first installment to become due and payable on
or before the 14th day of June 19 54, and one installment to become due and payable on or
before the 14th day of each succeeding month until the whole of said indebtedness is paid, with interest from
Date at the rate of 8 per annum.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the election of the holder hereof.

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. _____

Address _____

Robert U Ray (Seal)

(Seal)

Fairhope. Box 1376