

5738

\$ 539.15

FOLEY, ALABAMA May 19, 1955 19

For value received, I or we, jointly and severally, promise to pay to the order of Electric Constructors Inc.
3000 S. 3rd Ave.
Birmingham 5, Ala.

at. **FARMERS AND MERCHANTS BANK**
FOLEY, ALABAMA

Five Hundred Thirty Nine and 15/100 ----- DOLLARS

payable at **FARMERS AND MERCHANTS BANK, Foley, Alabama**, in 5 monthly installments of

\$ 100.00 each, and one installment of \$ 39.15, the first installment to become due and payable on

or before the 19th day of June 19 55, and one installment to become due and payable on or

before the 19th 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.

Linton Radio and Television Service. (Seal)

No. _____

By. Don H. D. Linton (Seal)

Address _____

LAW OFFICES

ELLIOTT G. RICKARBY

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

September 29, 1955

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

Dear Mrs. Duck:

We are handing you herewith complaint in the case of Bank of
FAirhope vs. David Chatman. Please process and oblige.

Yours very truly,



EGR/rl
c/c Bank of Fairhope

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

September 29, 1955

Honorable Taylor Wilkins
Bay Minette, Alabama

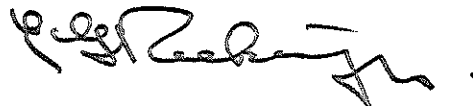
Dear Mr. Wilkins:

With this, Mrs. Duck is handing you a Summons and Complaint
against David Chatman.

Chatman is a colored man and a caretaker for Riviera Utilities
living in Foley and owning a place there.

You should have no trouble serving him, I don't think.

Yours very truly,



EGR/rl
c/c Bank of FAirhope

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

December 1, 1955

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Bank of Fairhope
vs
David Chatman
Our File: 3348
Case No. 2738

With this we are handing you our check for \$9.95,
court costs in the above case.

This claim is being assigned to the Federal Govern-
ment. Please send us two copies of the cost bill
marked paid in full so that we can file with the
FHA when making claim for this loan.

Yours very truly,

EGR/fm

12-7-55

Encl.

cc: Bank of Fairhope

BANK OF FAIRHOPE,
A Corporation

Plaintiff

-VS-

DAVID CHATMAN,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

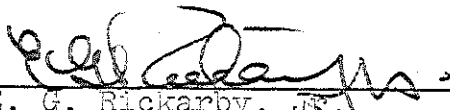
AT LAW

C O M P L A I N T

The Plaintiff claims of the Defendant the sum of TWO HUNDRED AND FOUR DOLLARS AND EIGHTY CENTS (\$204.80) due by him by promissory note made by him on to-wit the 2nd day of January, 1954 and payable in thirty-five installments of TEN DOLLARS AND TEN CENTS (\$10.10) on the second day of each consecutive month, beginning January 2nd, 1954 after date, without grace, and the balance of NINE DOLLARS AND NINETY CENTS (\$9.90) payable on the 2nd day of December, 1956, with the provision that upon failure of maker to pay any installment as herein agreed and a continuation of such default for a period of 15 days, then at the option of the holder of this note, the whole principal sum shall immediately become due and payable, and the Plaintiff avers that the Defendant did not make payment due on to-wit the 2nd day of June, 1955 and the Plaintiff further avers that in said note and as part of the consideration thereof, the Defendant has expressly waived his right to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and agreed to pay an attorneys fee for the collection thereon, and the Plaintiff claims such fee in the sum of THIRTY-FIVE DOLLARS (\$35.00) as such attorneys fee.

RICKARBY AND RICKARBY

BY


E. G. Rickarby, Jr.
Attorney for the Plaintiff

SUMMONS AND COMPLAINT

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon DAVID CHATMAN

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 _____

DAVID CHATMAN

_____, Defendant.

by BANK OF FAIRHOPE, A Corporation

_____, Plaintiff.

Witness my hand this 3rd day of Oct 1955

Alice J. Duck, Clerk