

SUMMONS

THE STATE OF ALABAMA, )

BALDWIN COUNTY. )


3429

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon PETE BERGA, JR. to appear before the Circuit Court of Baldwin County, Alabama, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur to or plead to the complaint of the FARMERS & MERCHANTS BANK, Foley, Alabama.

You are hereby commanded to execute this process instanter and make return as required by law.

Witness my hand this the 19 day of December, 1957.

  
Clerk

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COMPLAINT

FARMERS & MERCHANTS BANK )  
FOLEY, ALABAMA, )  
 )  
PLAINTIFF )  
 )  
VS: )  
 )  
PETE BERGA, JR., )  
 )  
DEFENDANT )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

COUNT I:


The plaintiff claims of the defendant TWO HUNDRED SIXTY SEVEN & 00/100 DOLLARS (\$267.00), due by promissory note made by him on the 14th day of January, 1957, and payable on the 14th day of April, 1957, with interest thereon.

COUNT II:

The plaintiff claims of the defendant the following described personal property, to wit:

One (1) 1949 Model Chrysler Club Coupe, Motor No. C4612282,  
with the value of the use thereof from, to wit: the 14th day of January, 1957.

The note referred to under Count I provides for a reasonable attorney's fee, which plaintiff alleges to be \$55.00.

  
Attorney for Plaintiff

Defendant's address is  
Daphne, Alabama.

on \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
I have a copy of this within 5/2  
Pete Berga Jr.  
Service on \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
By \_\_\_\_\_ D. S.

*Pete, order of  
H. Wilkins & Clerk*

342-9

SUMMONS AND COMPLAINT

FARMERS & MERCHANTS BANK  
FOLEY, ALABAMA

PLAINTIFF

VS:

PETE BERGA, JR.,

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

AFFIDAVIT

FARMERS & MERCHANTS BANK )  
FOLEY, ALABAMA, )  
 )  
PLAINTIFF )  
 )  
VS: )  
 )  
PETE BERGA, JR., )  
 )  
DEFENDANT )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

Before me, Forest A. Christian, a Notary Public in and for said County and State, personally appeared Anthony Sute, Cashier of the Farmers & Merchants Bank, Foley, Alabama, who, being duly sworn, deposeth and saith, that the property sued for in the complaint of the FARMERS & MERCHANTS BANK, FOLEY, ALABAMA, VS: PETE BERGA, JR., belongs to the FARMERS & MERCHANTS BANK, the said plaintiff

FARMERS & MERCHANTS BANK  
FOLEY, ALABAMA  
BY:

  
Anthony Sute, Cashier

Sworn to and subscribed before me  
this the 19th day of December, 1957.

  
Notary Public

*Filed Dec 19, 1957*  
*Oliver J. Luck, Clerk*

# CHATTEL MORTGAGE NOTE

\$ 400.00

Foley, Alabama, December 28 1957

On demand and in installments as provided below I, or we, promise to pay to the order of \_\_\_\_\_

FARMERS & MERCHANTS BANK, Foley, Alabama at Farmers & Merchants Bank, Foley, Ala., the sum of

FOUR HUNDRED & 00/100 (\$400.00) ----- DOLLARS

for value received at the rate of eight per cent (8%) per annum from maturity.

This note is payable in 12 monthly installments of \$ 33.33 Dollars

each, beginning on the 20th day of January 1958 and in the event that any of said monthly installments are not paid when due, the whole of the amount being unpaid shall immediately become due and payable.

In case of any default in payment of this note or any installment thereof, in full, then I, or we, agree to pay, in addition to the above sum and interest, all costs and a reasonable attorney's fee for the collection of the same and I, or we, hereby waive as to this debt all right of exemption under the Constitution and Laws of the State of Alabama, and to secure the payment

of this note, I, or we, hereby GRANT, BARGAIN, SELL and CONVEY unto said FARMERS & MERCHANTS BANK its successors and assigns, the following described chattel property, to-wit:

One (1) 1949 Model Chrysler Club Coupe, Motor No. C4612282

All or any of which property, after non-payment of this note, or any installment thereof, in whole or in part, may be seized and sold by the said Farmers & Merchants Bank its agents, successors or assigns, at private sale or public auction for cash at the place where said property is or at 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 recording this note and mortgage, advertising, selling, conveying and attorney's fee; second, to the payment of the above sum, and balance, if there be any, to the undersigned.

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:

Pete Berga Jr. (SEAL)

80

(SEAL)

No. \_\_\_\_\_

BOND

THE STATE OF ALABAMA, )

BALDWIN COUNTY. )

KNOW ALL MEN BY THESE PRESENTS, That the FARMERS & MERCHANTS BANK of Foley, Alabama, is held and firmly bound unto PETE BERGA, JR. in the sum of TWENTY FIVE & 00/100 DOLLARS (\$25.00), to be paid to the said PETE BERGA, JR., his heirs, executors, administrators or assigns, for which payment, well and truly to be made, we bind ourselves, and each of us, and our and each of our heirs, executors and administrators, jointly and severally and firmly, by these presents. Sealed with our seals this the 19th day of December, 1957.

The condition of the above obligation is such, that whereas the above bound FARMERS & MERCHANTS BANK, Foley, Alabama, on the day of the date hereof hath obtained at the suit of the FARMERS & MERCHANTS BANK, of Foley, Alabama, vs: PETE BERGA, JR., a summons and complaint for the recovery of personal property in specie against said defendant and asks for an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession", as required by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of Baldwin County, Alabama, and which said endorsement is made upon the plaintiff entering into this bond.


Now, if the said plaintiff shall fail in this suit, and shall pay the defendant all such costs and damages as he may sustain by reason of the wrongful complaint of said case, then this obligation to be void, otherwise to remain in full force and effect.

FARMERS & MERCHANTS BANK  
FOLEY, ALABAMA  
BY:

  
Anthony Sute, Cashier

(SEAL)

Approved this the 19  
day of December, 1957.

  
Clerk

SUMMONS

THE STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

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You are hereby commanded to execute this process instantter and make return as required by law.

Witness my hand this the 19 day of December, 1957.

PLAINTIFF AND COMPLAINT

FARMERS & MERCHANTS BANK

FOLEY, ALABAMA

PETE BERGA, JR.

DEFENDANT

CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

CLERK

*[Signature]*

COMPLAINT

FARMERS & MERCHANTS BANK  
FOLEY, ALABAMA,

PLAINTIFF

VS:

PETE BERGA, JR.,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT I:

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with the value of the use thereof from, to wit: the 14th day of January, 1957.

The note referred to under Count I provides for a reasonable attorney's fee, which plaintiff alleges to be \$55.00.

Defendant's address is  
Daphne, Alabama.

*[Signature]*  
Attorney for Plaintiff

FARMERS & MERCHANTS BANK  
FOLEY, ALABAMA, AN ALABAMA  
CORPORATION

Plaintiff

-VS-

PETE BERGA, JR.

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW.

DEMURRERS

Comes now the Defendant by his Attorney and files this his  
demurrer to the bill of complaint in the above style cause.

1. That said count fails to alledge to whom the Promissory  
Note was made payable or how the said Plaintiff holds or obtained  
said Promissory Note.

2. That said count fails to alledge to whom said Promissory  
Note was made payable.

That said complaint does not state a cause of action.

  
Attorney for Defendant

The Defendant demands a trial of this  
cause by Jury.

  
Attorney for Defendant

Defendant

PLATE DESIGN

-VS-

Plaintiff

CORPORATION.  
FOLEY, ALABAMA, AN ALABAMA  
FARMERS & MERCHANTS BANK