

SUMMONS

3733

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon RAYMOND STYRON, 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, at Bay Minette against RAYMOND STYRON by THE FARMERS & MERCHANTS BANK, Foley, Alabama, an Alabama Corporation.

Witness my hand this the 30th day of December, 1958.

Executed
May 25, 1959

W. J. Smith
Clerk

CC

COMPLAINT

THE FARMERS & MERCHANTS BANK,)	
FOLEY, ALABAMA, An Alabama)	
Corporation)	
PLAINTIFF)	IN THE CIRCUIT COURT OF
VS:)	BALDWIN COUNTY, ALABAMA
RAYMOND STYRON)	AT LAW
DEFENDANT)	

The plaintiff claims of the defendant TWO HUNDRED TEN & 00/100 DOLLARS (\$210.00), due by promissory note made by him on the 6th day of August, 1958, and payable on the 21st day of September, 1958, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be \$42.50.

Forest A. Christian
Forest A. Christian Attorney for Plaintiff

The defendant's address is:
General Delivery,
Foley, Alabama.

140 3733 11
SUMMONS AND COMPLAINT

THE FARMERS & MERCHANTS BANK,
FOLEY, ALABAMA, An Alabama
Corporation

VS:

RAYMOND STYRON

RETURNED 3-4-59
Not found in my County after diligent
search and inquiry.

RAY D. BRIDGES, Sheriff
By *[Signature]* D. S.

DEC 30 1958

ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

Grange Bay
Close to Grants Cafe

Received 30 day of Dec 1958
and on day of 19
served a copy of the within By & C
Raymond Styron
y service on

TAYLOR WILKINS, Sheriff

By D. S.

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

BY DEPUTY SHERIFF
TAYLOR WILKINS, Sheriff
Ten Cents per mile Total \$
Sheriff claims miles at

COPY

FOREST A. CHRISTIAN
ATTORNEY AT LAW
FOLEY, ALABAMA

July 1, 1959

Hon. H. M. Hall
Judge of Circuit Court
Bay Minette, Alabama

Re: Farmers & Merchants Bank, Foley, Ala.
vs: Raymond Styron - Case No. 3733

Re: Sherrill Oil Company
vs: Raymond Styron

Dear Judge Hall:

Enclosed you will find a promissory note dated August 6, 1958 payable to Farmers & Merchants Bank, Foley, Alabama, which is recorded in Book 301, page 134. Kindly furnish me with a judgement in this case for a total amount of \$265.50 on a promissory waive note.

Also you will find enclosed two notes signed by Raymond Styron to the Sherrill Oil Company and you should render a judgement on both of these notes in a total amount of \$1,015.00 on a promissory waive note.

Cordially yours,



FOREST A. CHRISTIAN

CC. for Sherrill Oil Co. File No. 3747.

Aug 9 1900

C

\$ 300.00

Foley, Baldwin County, Alabama, 19

ON OR BEFORE the 21st. day of September, 1958, I or we, promise

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

Three 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:--

John Deere 4 row corn planter; John Deere 4 row cultivator;

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.

 (SEAL)
Raymond Styron

Foley, Ala. General Delivery

No. 58245

BOOK 301 PAGE 134

R-116 (P)
FFMB