

SUMMONS

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

4112

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon WILLIAM F. BARRY and BETTY ANN BARRY 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, Alabama, at the place of holding same by FARMERS & MERCHANTS BANK, an Alabama Corporation.

Witness my hand this the 22 day of December, 1959.

Reed. Hunt
Clerk

By 2-4-60

* * * * *

COMPLAINT

FARMERS & MERCHANTS BANK,)	
an Alabama Corporation)	
PLAINTIFF)	IN THE CIRCUIT COURT OF
)	
VS:)	BALDWIN COUNTY, ALABAMA
)	
WILLIAM F. BARRY and BETTY)	AT LAW
ANN BARRY,)	
DEFENDANTS)	

COUNT I:

The plaintiff claims of the defendant TWO HUNDRED FIFTY-SEVEN & 00/100 DOLLARS (\$257.00), due by promissory note made by them on the 17th day of December, 1958 and payable on the 29th day of August, 1959 with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be FIFTY & 00/100 DOLLARS (\$50.00).

COUNT II:

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

1955 Model Chevrolet "Bel-Air" 2 door Sedan motor No.
F55Z-0212152,

with the value of the use thereof from, to wit, August 16, 1959.

James H. Hunt
Attorney for Plaintiff

The defendants' address is:
c/o Fairhope Creamery
Fairhope, Alabama

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FARMERS & MERCHANTS BANK, an
Alabama Corporation,
PLAINTIFF

VS:

WILLIAM F. BARRY and BETTY ANN
BARRY,
DEFENDANTS

Received 22 day of Dec 1959
and on 4 day of Dec 1959
served a copy of the within Dec
on Wm F. Barry
Betty Ann Barry
By service on _____

TAYLOR WILKINS, Sheriff
By Wm F. Barry D. S.

Wm F. Barry

No Property found

Sheriff claims 140 miles at
Ten Cents per mile Total \$ 14.00
TAYLOR WILKINS, Sheriff
By E. C. C. Deputy Sheriff

ALICE J. DUNCAN, CLERK
REGISTER

DEC 22 1959

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO THE SHERIFF OF SAID COUNTY, GREETING:

The plaintiff having given bond and made affidavit as required by law you are hereby required to take the property mentioned in the complaint in your possession, unless the defendants give bond payable to the plaintiff, with security in double the value of the property, conditioned that if the defendant is cast in the suit, they will, within thirty days thereafter, deliver the property to the plaintiff, and pay all costs and damages which may accrue from the detention thereof.

Witness my hand this 22nd day of December, 1959.

Alice J. Duncan
Clerk

BOND

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS, That the FARMERS & MERCHANTS BANK, Foley, Alabama, as principal is held and firmly bound unto WILLIAM F. BARRY and BETTY ANN BARRY in the sum of FIFTY & 00/100 DOLLARS (\$50.00), to be paid to the said WILLIAM F. BARRY and BETTY ANN BARRY, their heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly by these presents. Sealed with our seals, and dated this 21st day of December, 1959.

The condition of the above obligation is such, That whereas the above bound FARMERS & MERCHANTS BANK, on the day of the date hereof hath obtained at the suit of FARMERS & MERCHANTS BANK, v. WILLIAM F. BARRY and BETTY ANN BARRY, a summons and complaint for the recovery of WILLIAM F. BARRY and BETTY ANN BARRY property in specie against said defendant and asks 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 said County, 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 it may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

FARMERS & MERCHANTS BANK, FOLEY, ALABAMA
BY:

[Signature]
Cashier

approved
12-22-59
Aug French
clerk

Witness:

[Signature]
Notary Public

AFFIDAVIT

FARMERS & MERCHANTS BANK, an)
Alabama Corporation,)
PLAINTIFF,)
VS:)
WILLIAM F. BARRY and BETTY)
ANN BARRY,)
DEFENDANTS.)

THE STATE OF ALABAMA,
BALDWIN COUNTY

Before me Forest A. Christian, Notary Public in and for said County personally appeared ANTHONY SUTE, who, is Cashier of FARMERS & MERCHANTS BANK, who, being duly sworn, deposeth and saith, That the property sued for in the complaint of FARMERS & MERCHANTS BANK v. WILLIAM F. BARRY and BETTY ANN BARRY, belongs to FARMERS & MERCHANTS BANK, the said plaintiff.

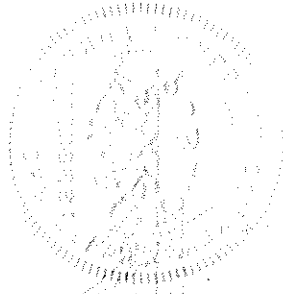
Sworn to and subscribed before me this 21st day of December, 1959, Cashier

[Signature]
[Signature]
Notary Public

Figure 6

FILED
DEC 22 1964
ALMA L. DICK, CLERK
REGISTER

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