

SUMMONS

4452

THE STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon H. D. PITTMAN, 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 of Foley, Alabama, an Alabama Corporation.

Witness my hand this the 17 day of October, 1960.

Alfred H. Duck  
Clerk

EX-12-29-60

CC

COMPLAINT

FARMERS & MERCHANTS BANK OF )  
FOLEY, ALABAMA, AN ALABAMA )  
CORPORATION, )

PLAINTIFF )

VS: )

H. D. PITTMAN, )

DEFENDANT )

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT I:

The plaintiff claims of the defendant FIVE HUNDRED & 00/100 DOLLARS (\$500.00), due by promissory note made by him on the 31st day of July, 1959, and payable the 1st day of November, 1959, with interest thereon.

The note provides for a reasonable attorney's fee, which plaintiff alleges to be \$125.00

COUNT II:

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

1956 Model Ford V8 Victoria Tudor Sedan Motor No.  
U6AV-165899,

with the value of the use thereof from, to wit: the 1st day of November, 1959.

Julius Childress, Jr.  
Attorney for Plaintiff

Defendant's address is:  
Route 4, Cantonment, Florida,  
but lives in Baldwin County.  
Deputy Childress knows where  
he lives.

FILED

OCT 17 1960

ALICE L. DUCK, CLERK  
REGISTER

\$ 500.00

Foley, Baldwin County, Alabama,

19

ON OR BEFORE the 1st. day of November

19 59, I or we, promise

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

Five 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:—

1956 Model Ford V8 Victoria Tudor Sedan Motor No; U6AV-165899;

STATE OF ALABAMA  
BALDWIN COUNTY

ARTICLE 770

I hereby certify that no Mortgage Tax has  
been collected on this instrument.

STATE OF ALABAMA, BALDWIN COUNTY

Filed 8-12-57 1:00 P.M.

Recorded mta book 321 page 268

J. R. Stuart  
Index of Property

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.

H. D. Pittman (SEAL)  
= H? D? Pittman =

(SEAL)  
Cantonment, Fla. Rt. 4

No. 60605

[illegible]

no. 4452  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

FARMERS & MERCHANTS BANK OF  
FOLEY, ALABAMA, an Alabama  
Corporation,

PLAINTIFF

-VS-

H. D. PITTMAN,

DEFENDANT

Contormment Plan Rec

6384  
Received 17 day of Oct 1960  
d on 29 day of Dec 1960  
served a copy of the within of JC  
H. D. Pittman  
by service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By W. A. Tolbert D. S.

Hatewoods

Sheriff claims 44 miles at  
Ten Cents per mile Total \$ 4.40  
TAYLOR WILKINS, Sheriff  
BY W. A. Tolbert  
DEPUTY SHERIFF

FILED

OCT 17 1960

ALICE J. DUCK, CLERK  
REGISTER

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA