

4362

SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon H. E. TINDAL 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 of Foley, Alabama, an Alabama corporation.

Witness my hand this the 24 day of January, 1961.

Alice J. Duck
Clerk

* * * * *

COMPLAINT

FARMERS & MERCHANTS BANK of)	
Foley, Alabama, an Alabama)	
Corporation,)	IN THE CIRCUIT COURT OF
PLAINTIFF)	
)	BALDWIN COUNTY, ALABAMA
VS:)	
)	AT LAW
H. E. TINDAL,)	
DEFENDANT)	

COUNT I:

The plaintiff claims of the defendant THREE THOUSAND FIVE HUNDRED & 00/100 DOLLARS (\$3,500.00), due by promissory note made by him on the 20th day of March, 1957, and payable on the 15th day of November, 1959, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be \$500.00.

COUNT II:

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

John Deere R. Model Diesel tractor Serial No. R14617; John Deere 16" four bottom plow; John Deere 12' Killifer disk;

with the value of the hire or use thereof during the detention, to wit: from the 15th day of November, 1959

Joseph H. Cluett
Attorney for plaintiff

The defendant's address is:

Route 2
Foley, Alabama

FILED

JAN 24 1961

ALICE J. DUCK, CLERK
REGISTER

100. 4567
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

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

PLAINTIFF

VS:

H. E. TINDAL,

DEFENDANT

SUMMONS AND COMPLAINT

Received 24 day of Jan 1961

and on 3 day of Feb 1961

I served a copy of the within 290

on H. E. Tindal

By service on _____

TAYLOR WILKINS, Sheriff
By [Signature] D. S.

Sheriff claims 56 miles at
Ten Cents per mile Total \$ 8.60
TAYLOR WILKINS, Sheriff
BY Carlisle Childers
DEPUTY SHERIFF

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

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FOREST A. CHRISTIAN
FOLEY, ALABAMA
P. O. DRAWER 190

January 28, 1963

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

Re: Farmers & Merchants Bank of Foley,
an Ala. Corp.
Vs: H. E. Tindal
Case No. 4567

Dear Mrs. Duck:

Enclosed you will find the court costs in the amount of \$36.60 for the judgment of the case mentioned above.

As you know, the original principal amount of this judgment was \$4210 and we have had a compromise settlement on it. I am sending a carbon copy of this letter to the Sheriff for his information.

Cordially yours,


FOREST A. CHRISTIAN

cc: Hon. Taylor Wilkins, Sheriff

also - The judgment in the Case
of Hauling & Burmeister vs
John Kaiser Et al is settled
in full — originally in amount
\$4000.00

MAR 20 1957

Foley, Baldwin County, Alabama, 19

\$ 3,800.00

~~NON OR BEFORE~~ In Installments as hereinafter mentioned

, 19; I or we, promise to pay to the order of FARMERS & MERCHANTS BANK of Foley, Alabama, at said bank, the sum of

Thirty Eight Hundred - - - - - 5 - - - - - DOLLARS

for value received, with interest at the rate of eight per cent (8%) per annum, from ~~January~~ DATE

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 R Model Diesel tractor Serial No. R14617;

John Deere 16" four bottom plow; John Deere 12' Killifer disk;

This note is payable as follows; \$ 300. June 1st. 1957; \$ 1000.00 Nov. 1st. 1957; \$ 1250.00 June 1st. 1958 and \$ 1250.00 Nov. 1st. 1958; In default in any one installment the entire unpaid balance shall become immediately due and payable;

This is a purchase money mortgage;

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.

*W. E. Tindal**H. E. Tindal* (SEAL)

- H. E. Tindal -

(SEAL)

No. 60709

Foley, Ala. Rt. 2

BOOK

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R 11¹⁵ 7 + m. Bank
July

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

March 1, 1961

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

Re: Farmers & Merchants Bank
vs: H. E. Tindal
Case No. 4567

Dear Judge Hall:

Enclosed you will find a promissory chattel note which is dated March 20, 1957 and recorded in Book 278, page 230, Mr. Tindal was served on February 3, 1961 and I would appreciate if you would enter a judgment on this waive note in the amount of \$4,210.00, providing, of course, that Mr. Tindal does not file an answer, *by Monday March 6, 1961.*

With best wishes, I am

Cordially yours,


FOREST A. CHRISTIAN

