## SUMMONS

THE STATE OF ALABAMA, )
BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JAMES LEO SHUTT, MRS. M. C. SHUTT, EARL BLACKWELL and M. C. SHUTT, 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, Foley, Alabama, an Alabama Corporation.

Witness my hand this the 25th day of July, 1961.

The Plaintiff claims of the defendants, JAMES LEO SHUTT and MRS.

M. C. SHUTT, FIVE HUNDRED NINETY & 00/100 DOLLARS (\$590.00), due by promissory note made by them on the 7th day of April, 1958, and payable on the 8th day of September, 1960, with interest thereon.

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

## COUNT II:

The Plaintiff claims of the Defendants, EARL BLACKWELL and M.C. SHUTT, FIVE HUNDRED NINETY & 00/100 DOLLARS (\$590.00), due by promissory note endorsed by them on the 7th day of April, 1958, and payable on the 8th day of September, 1960, with interest thereon.

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

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The Defendants' address:

// Attorney for

Foley, Alabama

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ALABAM	[A			19

For value received, I or we, jointly and severally, promise to pay to the order of

## FARMERS AND MERCHANTS BANK

FOLEY,

FOLEY, ALABAMA

Eighteen Hundred DOLLARS
payable at FARMERS AND MERCHANTS BANK, Foley, Mabama, in 18 monthly installments of
\$ 100.00 each, and one installment of \$ none , the first installment to become due and payable on
or before the 8th day of May 1959, and one installment to become due and payable on or
before the 8th. day of each succeeding month until the whole of said indebtedness is paid, with interest from
DATE at the rate of 8 per annum.
If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the election of the holder hereof.
The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, as to personal property and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.
No. $\frac{59887}{}$ (Seal)
Address Foley, Ala. = James Leo Shutt = James Leo Shutt = (Seal)
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Name of the state	A J				
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The endorsers of this note agree to pay all cost of collec- tion, including a reasonable attorney's fee, whether costs are	5.5	18-	M	100.00	1.700.00
incurred by suit against any one or more of the makers or en- dorsers, or otherwise; and each endorser expressly walves all		30=59		100,00	1600.00
right to claim exemptions under the Constitution and Laws of	1	10-59	<u> </u>	100.00	1500.00
debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each	1	17=59		\$ 40.00	1460.00
enderson hereon on the non-payment of this note are hereby	ADG 8		<del>- #</del>	60.00	1400.00
waived by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley,	Ω=2	159	5	1.00.00	1300.00
Ala., is hereby authorized by each surely and endorser nereof to apply on or after maturity to the payment of this debt any		19-59	~	40.67	1259/33
funds belonging to any endorser on this note.	1:	26-59	<del>- 3</del> -1	59,33	1300°60
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Sheriff claims 288

Ten Cents per mile Total \$2

TAYLOR WILKINS, She

no. 4984

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

FARMERS & MERCHANTS BANK, Foley, Alabama, an Alabama Corporation,

PLAINTIFF

-VS-

JAMES LEO SHUTT and MRS. M. C. SHUTT, Makers

AND

EARL BLACKWELL and M. C. MSHUTT, Endorsers,

DEFENDANTS

SUMMONS AND COMPLAINT

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA