

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.

Alice Duck  
Clerk

Ex 7-28-61  
\* \* \* \* \*

COMPLAINT

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. SHUTT,  
Endorsers,

DEFENDANTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT I:

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.

The Defendants' address:

Foley, Alabama

July Blum  
Attorney for Plaintiff

\$1,800.00

FOLEY, ALABAMA

19

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

# FARMERS AND MERCHANTS BANK

FOLEY, ALABAMA

Eighteen Hundred----- DOLLARS

payable at FARMERS AND MERCHANTS BANK, Foley, Alabama, 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 or 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. 59889

Address Foley, Ala.

General Delivery;

✓ James Leo Shutt  
= James Leo Shutt =

Wm. M. C. Shutt  
(Seal)

x M.C. Shutt

5-18-	59	\$ 12.00	to	5-8-	1959	GS
6-30-	59	\$ 12.00	to	6-8-	1959	GS
8-10	59	11.00		7-8	59	np
8-17-	59	10.00	to	8-8-	1959	GS
9-21-	59	9.33	to	9-8-	1959	GS
10-19-	59	9.33	to	10-8-	1959	
11-9	59	8.00	to	11-8-	1959	np
12-8-1959		8.00	to	12/8/59		as

2-8=	60	13.34	2-8=	60 GS
3-2=	60	6.00	3-8=	60 GS
4-30=	60	5.00	4-8=	60 GS
8-24=	60	20.00	9-8=	60 GS

[illegible]

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 MRS. C. M. SHUTT,  
Endorsers,  
DEFENDANTS

SUMMONS AND COMPLAINT

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

Sheriff claims 288 miles at  
Ten Cents per mile Total \$ 28.80  
TAYLOR WILKINS, Sheriff  
BY Carlisle Childress  
DEPUTY SHERIFF

124  
288

Received 25 day of July 1941  
and on 28 day of July 1941  
I served a copy of the within  
on James Leo Shutt &  
Mrs. M. C. Shutt  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
BY Earl Blackwell S.

Foley

Received 25 day of July 1941  
d on 28 day of July 1941  
served a copy of the within  
Earl Blackwell &  
M. C. Shutt  
service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By Carlisle Childress D. S.  
Foley

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA