

MERIT FINANCE COMPANY, AS
ASSIGNEE OF ALABAMA CREDIT
CORPORATION #2, a Corporation

Plaintiff

VS.

RUDOLPH BAKER and Ada BAKER

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9279

1.

The Plaintiff claims of the Defendants the sum of ONE HUNDRED FIFTY and 08/100 DOLLARS (\$150.08) balance due after all proper credits given on a promissory note made by the Defendants on the 14th day of December, 1962 and payable as follows: 24 monthly payments of \$17.42 each, the first payment due January 14, 1963, and a like payment on the same date each month thereafter until the full amount of principal and interest has been paid. Said note was assigned by the Alabama Credit Corporation #2 on September 25, 1965. The Plaintiff avers that the Defendants defaulted in the payments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 6% per annum. The Plaintiff further avers that the Defendants agreed in the promissory note to pay all expenses including a reasonable attorney's fee incurred in the collection of same and the Plaintiff claims a reasonable attorney's fee in the amount of \$22.50.

WILTERS, BRANTLEY & NESBIT

BY:

Phyllis J. Nesbit
Attorney for Plaintiff

FILED

MAY 28 1970

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 9279

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Rudolph Baker and Ada Baker

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, State of Alabama, at Bay Minette, against.....

Rudolph Baker and Ada Baker
..... Defendant.....

by Merit Finance Company, As Assignee of Alabama Credit

Corporation #2, a Corporation
..... Plaintiff.....

Witness my hand this 28 day of May 19 70

Chick J. Luck
Clerk

245-3070

Handwritten notes:
No copies
to be made

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Merit Finance Company, as
Assignee of Alabama Credit

Co., a corporation

Plaintiffs

vs.

Rudolph Baker and Ada Baker

Defendants

SUMMONS AND COMPLAINT

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Filed MAY 28 1970 19.....

ALICE J. DUCK Clerk
CLERK REGISTER

WILTERS, BRANTLEY & NESBIT

BY:
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
He is employed at Grand Hotel
Pt. Clear, Alabama
Fairhope, Alabama

Received In Office

May 28 1970

Taylor Wilkins Sheriff

I have executed this summons

this 30 May 1970

by leaving a copy with

Rudolph Baker
Ada Baker

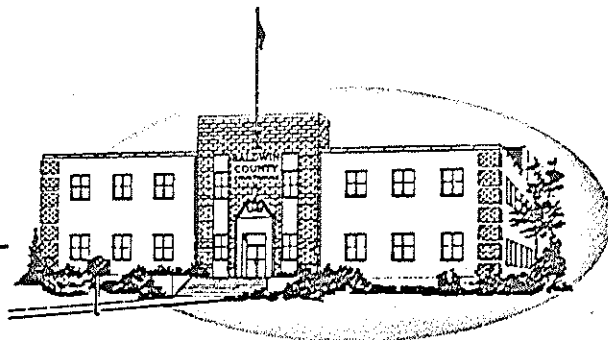
Sheriff claims 140 miles at
Ten Cents per mile Total \$ 14.00

TAYLOR WILKINS, Sheriff
BY J. Crook
DEPUTY SHERIFF

W. O. Crook Sheriff
Deputy Sheriff

70 miles
70 miles
140 TOTAL

CIRCUIT CLERK



BALDWIN COUNTY
BAY MINETTE, ALABAMA

36507

EUNICE B. BLACKMON
Clerk—Circuit Court

July 28, 1971

Wilters, Brantley & Nesbit
Attorneys at Law
Robertsdale, Alabama

Re: Merit Finance vs: Rudolph Baker
Case No. 9279

Dear Sir:

Judgment was rendered in the above style cause for the Plaintiff and execution requested withheld until further orders. The cost in the sum of \$32.00 are yet due; therefore to save the additional expense of an execution against you, I respectfully request that you remit this amount of cost.

Yours very truly,

Eunice B. Blackmon
Clerk of Circuit Court

EBB/asg

NOTE

Account No. _____

LOAN NO. 774

Date December 14, 1962

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

ALABAMA CREDIT CORP. # 2

58 N. CONCEPTION STREET, MOBILE, ALA.

the sum of Four-Hundred Eighteen & 08/100----- DOLLARS (\$ 418.08)
Total Indebtedness

in 24 ~~semi-monthly~~ monthly installments of \$ 17.42 each, the first installment due January 14, 1963

and the final installment due December 14, 1964
Maturity Date

The makers, co-makers, endorsers, sureties, or guarantors of this note severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them and expressly waive as to this debt, all rights to claim exemptions under the constitution and laws of the State of Alabama or any other state in the United States; and they agree that the time of payment may be extended without notice to them of such extension. I/we agree to pay all reasonable attorney's fees incurred in the collection of this note.

I/we agree to pay an additional charge of 3% of any installment past due 15 or more days, whether by reason of default or extension agreement. In the event of default of any scheduled installment, the Licensee may, at its option, render the entire unpaid balance of the amount of loan and accrued interest thereon at once due and payable.

Interest on this note shall accrue from the due date of the final installment hereunder to six months thereafter at the same rate as the original loan but only at 8% per annum after the final installment becomes six months delinquent.

We are over the age of 21 years, and for the purpose of securing said indebtedness, the undersigned, severally and jointly, grants, bargains, sells and conveys to the said payee, the following personal property:

None

Rudolph Baker & Ada Baker
Name of Borrower
Rt. 2, Box 118-Fairhope
Address of Borrower

Amount of Advance... \$ 300.00

Interest @ _____ % \$ 118.08

Insurance ----- \$ 6.27

Filing ----- \$ -0-

P. Doctman
Name of Person Making Loan

Witness our hands and seals this date

XRUDOLPH BAKER (Seal)
Signature of Borrower

Fair Hope Ala R2 Box 118
Address of Borrower

Ada Baker (Seal)
Endorser

Louis J. Dennis
Address of Endorser

ALABAMA CREDIT CORP.