

PINTO CREDIT UNION,	*	IN THE CIRCUIT COURT OF
INCORPORATED, a	*	
Corporation,	*	
	*	BALDWIN COUNTY, ALABAMA
Plaintiff,	*	
	*	
VS:	*	AT LAW
	*	
K. L. MALLETT,	*	
	*	
Defendant.	*	CASE NUMBER <u>5368</u>

COUNT ONE

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED FORTY SEVEN AND NO/100 (\$447.00) DOLLARS, due from him by promissory note made by him on, to-wit: the 20th day of September, 1960, and payable on, to-wit: the 31st day of December, 1960, which sum of money, with interest thereon, is still unpaid.


Plaintiff avers that by the terms of said note the Defendant waived all right of exemption under the Constitution and Laws of the State of Alabama and Plaintiff claims the benefit of such waiver. Plaintiff further avers that by the terms of said note the Defendant agreed to pay a reasonable attorney's fee, which said fee the Plaintiff avers to be in the sum of EIGHTY NINE AND 40/100 (\$89.40) DOLLARS.

COUNT TWO

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FORTY AND NO/100 (\$140.00) DOLLARS, due from him by promissory note made by him on, to-wit: the 9th day of September, 1960, and payable on, to-wit: the 31st day of December, 1960, which sum of money, with interest thereon, is still unpaid.

Plaintiff avers that by the terms of said note the Defendant waived all right of exemption under the Constitution and Laws of the State of Alabama and Plaintiff claims the benefit of such waiver. Plaintiff further avers that by the terms of said note the Defendant agreed to pay a reasonable attorney's fee, which said fee the Plaintiff avers to be in the sum of TWENTY EIGHT AND NO/100 (\$28.00) DOLLARS.

WHEREFORE, Plaintiff claims judgment against the Defendant for the total sum of SEVEN HUNDRED FOUR AND 40/100 (\$704.40) DOLLARS, with the interest thereon.


WILLIAM L. GREEN, Attorney for
the Plaintiff

ADDRESS OF DEFENDANT:

Post Office Box 74
Gulf Shores, Alabama

PINTO CREDIT UNION, INCORPORATED, a Corporation,	*	IN THE CIRCUIT COURT OF
	*	
	*	
Plaintiff,	*	BALDWIN COUNTY, ALABAMA
	*	
VS:	*	AT LAW
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K. L. MALLETT,	*	
	*	
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WILLIAM L. GREEN, Attorney for
the Plaintiff

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Gulf Shores, Alabama

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 5368

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon K.L. Mallett

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

K.L. Mallett

Defendant

by Pinto Credit Union Inc., a Corp.

Plaintiff

Witness my hand this 21 day of November 1962

Clerk

Exp-12-6-62

SUMMONS AND COMPLAINT

Baldwin Times

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BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

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Exp. 12-6-62 *Oliver J. Smith*, Clerk

No. 5368

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THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

PINTO CREDIT UNION, INC., A CORP.

vs.

Plaintiffs

K. L. MALLETT

Defendants

SUMMONS and COMPLAINT

Filed November 21, 19 62

Alice J. Duck, Clerk

William L. Green

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

11/21, 19 62

, Sheriff

I have executed this summons

this Dec 6, 19 62

by leaving a copy with

K. L. Mallett

Sheriff's claim 100

Total with 200 into Total \$1 200

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

Taylor Wilkins Sheriff

Deputy Sheriff

Cliff Shores

10
 20
 30
 40
 50
 60

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$$\frac{1}{n} \sum_{j=1}^n \left(\frac{\partial}{\partial \theta} \log f_j(\theta) \right)^2 = \frac{1}{n} \sum_{j=1}^n \left(\frac{\partial}{\partial \theta} \log f_j(\theta) \right)^2$$

Number of hauls	<i>P. setiferus</i> (%)	<i>P. setiferus</i> + <i>P. setiferus</i> + <i>P. setiferus</i> (%)
1	10	5
2	25	10
3	45	15
4	65	18
5	80	20
6	90	22
7	95	23
8	98	24
9	99	25
10	100	26

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INDIVIDUAL SHARE AND LOAN LEDGER

BADGE

BOOK NO. 1589

NAME MALLETT, K. L.

BIRTH DATE 1-30-08

ADDRESS 1000 1/2 MI. S. 1000 1/2 MI. S.

SENIORITY 12-16-17

CARD NO. 12-A

LOAN LEDGER

SHARE LEDGER

	DATE	AMT. LOANED AND INT. PD.	PRINCIPAL PAID	LOAN BALANCE	WITHDRAWN FEES & FINES	PAID IN	SHARE BALANCE	NO. SHARE
1	JUL 29-60			*400.00			** 41.00	
2	JUL 29-60	* 0.63	* 20.00	*380.00		* 6.00	** 47.00	
3	AUG -5-60	* 0.63	* 20.00	*360.00		* 6.00	** 53.00	
4	AUG 12-60	* 0.63	* 20.00	*340.00		* 6.00	** 59.00	
5	AUG 19-60	* 0.63	* 20.00	*320.00				
6	AUG 26-60	* 0.63	* 20.00	*300.00		* 6.00	** 65.00	
7	AUG 26-60				A* 20.00		** 45.00	
8	SEP -2-60	* - 0.63	* 20.00	*280.00		* 6.00	** 51.00	
9	SEP -9-60	* 0.63	* 20.00	*260.00		* 6.00	** 57.00	
10	SEP -9-60	* 8.90	*260.00	* 0.00				
11	SEP -9-60	A*400.00		*400.00				
12	SEP 16-60	* 0.50	* 20.00	*380.00		* 6.00	** 63.00	
13	SEP 20-60	B*55.00		*937.00				
14	SEP 25-60	* 0.50	* 20.00	*917.00		* 6.00	** 69.00	
15		* 0.69	* 10.00			* 6.00	** 75.00	
16	SEP 30-60	* 0.50	* 20.00	*897.00				
17		* 0.69	* 10.00			* 6.00	** 81.00	
18	SEP -7-60	* 0.50	* 20.00	*857.00				
19		* 0.69	* 10.00			* 6.00	** 87.00	
20	SEP 14-60	* 0.50	* 20.00	*827.00				
21		* 0.69	* 10.00			* 6.00	** 93.00	
22	SEP 21-60	* 0.50	* 20.00	*797.00				
23		* 0.69	* 10.00			* 6.00	** 99.00	
24	SEP 28-60	* 0.50	* 20.00	*767.00				
25	SEP 28-60				A* 29.00		** 70.00	
26								

NOTE RECORD

CO-SIGNER ON NOTES OF OTHER

DATE	NOTE	ISS.	AMT.	TERMS OF PAYMENT	COMARKERS OR SECURITY	DATE	NOTE	PAID	AMOUNT	DATE
LOAN	NO.	PM	LOAN		BADGE	NAME	NO.	NO.		PAY
9/10	8711	9/10	400.00	20 @ 20.00		Signature				
9-10	8807	9/20	55.72	5 @ 10.69		Boat Motors & Supplies				
60				1 @ 2.69						

Date 7/9/60 Badge 58 Book No. 1589 Note No. 8711

On demand after date, for value received, we K. L. Mallett as principal,
and _____ as co-makers,

Waiving our rights of demand and notice, jointly and severally promise to pay to the PINTO
CREDIT UNION, or order, the sum of Four Hundred & 20/100 dollars
(\$ 400.00) with interest payable at the rate of 12 per cent, per annum, payable in
200 weekly installments of (Principal \$ 20.00 Interest \$.50 Total \$ 20.50),
the first payment to be made one week from date and a like amount every week thereafter until
the full amount has been paid.

Collateral: Salary

In case of any default in payments as herein agreed, the entire balance of this note shall
become immediately due and payable, at the option of the holder. We hereby pledge the above
described collateral and all paid shares, payments of shares, which we now have or hereafter
may have in this Credit union, for loans, interest, fines, costs or expenses, and we hereby
authorize the Treasurer to apply any or all such above described collateral and paid shares, or
payments of shares, to the payment of said loans, interest, fines, costs, or expenses.

Said principal and co-makers severally waive demand, presentment, protest, notice of pro-
test, suit and all other requirements necessary to hold them, or any of them; and we severally
agree that the time of payment may be extended, or renewal note taken, or other indulgence
granted without notice of or consent to such action, without release of liability as to any
such party.

Said principal and co-makers severally agree that the entire balance of this note shall
become immediately due and payable at the option of this Credit Union; and we severally agree
to waive demand, presentment, protest, notice of protest, suit and all other requirements
necessary to the exercise of said option to declare the entire balance of this note immediately
due and payable.

Said principal and co-makers hereby severally authorize the Credit Union or its successors
to deduct from their earnings for the benefit of this Credit Union, amounts sufficient to cover
any sums which may be due and payable, or any sums which may be declared to be due and payable
on this note.

Said principal and co-makers, jointly and severally, promise to pay, while in default, a
fine at the rate of one per cent per month on amounts in default, together with costs or ex-
penses incurred in the collection of any sum due.

Also, if the holder hereof, after default, shall place this note in the hands of an
attorney for collection, to pay an additional sum equal to twenty percent of the aggregate of
principal, interest and fines due on this note at the time of the employment of such attorney,
such charge in no event to be less than ten dollars.

Said principal and co-makers, hereby jointly and severally waive as to this debt, or any
renewal thereof, all rights of exemption under the Consitution and Laws of Alabama, or any
other state, as to personal property.

It is agreed and understood that the loan application attached to this note is a part of
said note, and the maker hereby certifies that the statements contained therein are true to the
best of his knowledge and belief.

58 1-Maker T L Mallett
2-Co-Maker _____
3-Co-Maker AT
4-Co-Maker _____

SEP 29 1960

8807

Date 9-20-60 Badge 58 Book No. _____ Note No. _____

On demand after date, for value received, we K. L. Mallett as principal,
and _____ and _____ as co-makers,

Waiving our rights of demand and notice, jointly and severally promise to pay to the PINTO
CREDIT UNION, or order, the sum of Five hundred fifty seven dollars
(\$ 557.00) with interest payable at the rate of 12 per cent, per annum, payable in
56 weekly installments of (Principal \$ 7.00 Interest \$.69 Total \$ 7.69),

the first payment to be made one week from date and a like amount every week thereafter until
the full amount has been paid.

Collateral: BOAT, MOTOR, TRAILER

In case of any default in payments as herein agreed, the entire balance of this note shall
become immediately due and payable, at the option of the holder. We hereby pledge the above
described collateral and all paid shares, payments of shares, which we now have or hereafter
may have in this Credit Union, for loans, interest, fines, costs or expenses, and we hereby
authorize the Treasurer to apply any or all such above described collateral and paid shares, or
payments of shares, to the payment of said loans, interest, fines, costs, or expenses.

Said principal and co-makers severally waive demand, presentment, protest, notice of pro-
test, suit and all other requirements necessary to hold them, or any of them; and we severally
agree that the time of payment may be extended, or renewal note taken, or other indulgence
granted without notice of or consent to such action, without release of liability as to any
such party.

Said principal and co-makers severally agree that the entire balance of this note shall
become immediately due and payable at the option of this Credit Union; and we severally agree
to waive demand, presentment, protest, notice of protest, suit and all other requirements
necessary to the exercise of said option to declare the entire balance of this note immediately
due and payable.

Said principal and co-makers hereby severally authorize the Credit Union or its successors
to deduct from their earnings for the benefit of this Credit Union, amounts sufficient to cover
any sums which may be due and payable, or any sums which may be declared to be due and payable
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Said principal and co-makers, jointly and severally, promise to pay, while in default, a
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Also, if the holder hereof, after default, shall place this note in the hands of an
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It is agreed and understood that the loan application attached to this note is a part of
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1-Maker K. L. Mallett
2-Co-Maker _____
3-Co-Maker _____
4-Co-Maker _____

SEP 20 1960 34557.00

SUMMONS AND COMPLAINT

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BALDWIN COUNTY

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Plaintiff

Witness my hand this 21 day of November 1952

Alvin J. [Signature], Clerk