

PUBLIC FINANCE CORPORA-  
TION OF MOBILE, #2, INC-  
ORPORATED, a Corporation,

VS:

SALLY BROWN,

Plaintiff,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER

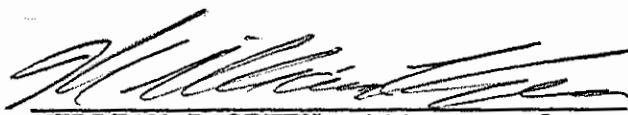
4867

4874

COUNT ONE

The Plaintiff claims of the Defendant the sum of THREE HUNDRED AND 00/100 (\$300.00) DOLLARS, due from her by promissory note made by her on, to-wit: the 6th day of May, 1961, and payable on, to-wit: the 6th day of June, 1961, together with interest thereon at the rate of THREE PER CENT (3%) PER MONTH on that portion of the unpaid principal not exceeding TWO HUNDRED AND 00/100 (\$200.00) DOLLARS and further interest at the rate of TWO PER CENT (2%) PER MONTH on that portion of the unpaid principal balance not exceeding THREE HUNDRED AND 00/100 (\$300.00) DOLLARS loaned in compliance with the Alabama Small Loan Act.

The Plaintiff, Public Finance Corporation of Mobile, #2, Incorporated, a Corporation, is a licensee under the provisions of the Alabama Small Loan Act of 1959, Act Number 374, and its place of business is separately licensed in compliance with said Act and was so licensed at the time this loan was made.



WILLIAM L GREEN, Attorney for  
the Plaintiff

ADDRESS OF DEFENDANT:

Sally Brown  
Route # 1, Box # 171-B  
Daphne, Alabama

FILED

SEP 15 1961

ALICE J. DUCK, CLERK  
REGISTERED

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 4867

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Sally Brown

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

Sally Brown, Defendant

by Public Finance Corporation of Mobile, #2, Incorporated, a Corporation

Plaintiff

Witness my hand this 18th day of September 19 61

Alice J. Duck, Clerk

Page \_\_\_\_\_

THE STATE OF ALABAMA  
BALDWIN COUNTY

**CIRCUIT COURT**

vs.

### Plaintiffs

## Defendants

## SUMMONS and COMPLAINT

Filed \_\_\_\_\_, 19\_\_\_\_

**Clerk**

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

19

**Sheriff**

I have executed this summons

19.

by leaving a copy with

**Sheriff**

Deputy Sheriff

PUBLIC FINANCE CORPORA-  
TION OF MOBILE, #2, INC-  
CORPORATED, a Corporation,

VS:

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Plaintiff,

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WILLIAM L GREEN, Attorney for  
the Plaintiff

ADDRESS OF DEFENDANT:

Sally Brown  
Route # 1, Box # 171-B  
Daphne, Alabama

Loan No	104	BORROWERS:	NOTE	Payee
Names	Jessie B. Brown & Sallie Brown		MAC CREDIT CO. INC.	
Address	Route 1, Box 171-B Daphne, Alabama		Public Finance Corp. of Mobile #2 15 South Conception Street Mobile, Alabama	
ACTUAL AMOUNT OF THIS LOAN NO CASH ADVANCE	Three Hundred Dollars & No/100			Credit Life Insurance Premium or Charge
\$	DATE OF THIS LOAN	FIRST PAYMENT DUE	FINAL PAYMENT DUE	\$
300.00	5-6-61	6-10-61	5-10-63	4.50
Filing, Recording, And Releasing Fees				
\$				
Noen				

PAYABLE { Principal and interest is payable in 24 monthly payments of \$ 17.42 each 10th except final payment shall be unpaid principal and interest.

SECURITY: This note secured by AN ATTACHED CHATTEL MORTGAGE ON HOUSEHOLD GOODS

Agreed rate of charge { 3% a month on that part of the unpaid principal balance not in excess of two hundred dollars (\$200), two per cent a month on that part of the unpaid principal balance in excess of two hundred dollars (\$200) but not exceeding three hundred dollars (\$300). For purposes of computation one month shall be that period of time from any date in a month to a corresponding date in the next month and if there is not such corresponding date then to the next day of the next month and a day shall be considered 1/30 of a month when computation is made for a fraction of a month, provided that at the expiration of a period of 6 months following the contractual installment date the interest on any balance still unpaid shall not exceed 8% per year.

For value received, the undersigned jointly and severally promise to pay to the payee named above at its above office the actual amount of the loan as stated above, being the principal amount of this note, together with interest at the agreed rate as above stated until fully paid.

Payment of principal and interest shall be made in consecutive monthly installments as indicated above beginning on the above stated due date for the first payment and continuing on the same day of each succeeding month to and including the above stated due date for the final payment. If the principal amount of this note or if any installment is not paid when due, the unpaid principal balance shall bear interest thereafter at the above agreed rate of charge. From any payment made hereon, interest, at said rates, due on the unpaid principal balance of the amount loaned shall first be deducted and the remainder of any such payment shall be applied on the unpaid principal balance until paid.

The unpaid balance of this note, or any part thereof, plus accrued interest, may, at the option of the undersigned, be paid at any time.

The insolvency of any obligor hereon, or the filing by or against any obligor hereon of any petition or proceeding in receivership or in bankruptcy or under any statute of the United States relating to bankruptcy or compositions, or default in the payment of any installment of the principal or interest hereof, or of any part of either, shall, at the option of the holder hereof, and without notice or demand, render the entire unpaid balance of the principal hereof and accrued interest hereon at once due and payable.

If this note is placed in the hands of an attorney for collection because of default in payment or otherwise, the undersigned agree to pay court costs and reasonable attorney's fee if suit is brought hereon and judgment rendered therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

Extension of the time of payment of all or any part of the amount owing hereon at any time or times, or any variation, modification or waiver of any term or condition hereof at any time or times, shall not affect the liability of any obligor hereof, it being the intent of all the obligors that they shall continue jointly and severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. All obligors hereon both individually and severally hereby waive notice of acceptance, presentment for payment, demand, protest, notice of demand, non-payment, and protest of this note, and further waive all rights of exemption of every kind under the laws of the State of Alabama or any other state.

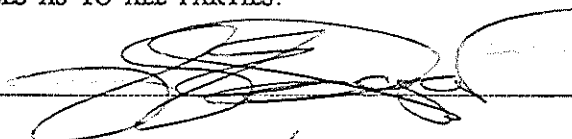

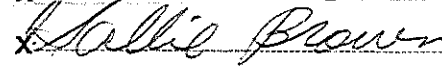

The undersigned borrowers (or one of them if there are two or more borrowers) hereby acknowledge receipt of a written statement in the English language as required by section 15 (a) 1 of the Alabama Small Loan Act; and, further, that they authorized disbursement and acknowledge receipt of the proceeds as shown above and on disbursement loan voucher. Accrued charges on prior loans were (except as otherwise noted) paid by borrower(s) out of own funds, before this loan was made.

Whenever the context hereof requires, the singular shall be construed in the plural and the plural shall be construed in the singular. The payee herein named is licensed by the State of Alabama to make loans under the Alabama Small Loan Act, and if any provisions herein contained should be judicially construed to be contrary to or in conflict with any of the provisions or requirements of said Act or of any rule, regulation or order lawfully issued under and pursuant thereto affecting the obligations or rights of the parties to this loan contract, then the provisions of said Act. or of such rule, regulation or order, shall control in determining the rights and obligations of all parties under this loan contract in all respects and as fully as if the provisions of said Act, or of such rule, regulation or order, were set out herein in lieu of the provisions herein contrary thereto; and, further, any provisions of said Act, or such rules, regulations or orders affecting this loan contract and not included herein, shall be deemed to be herein included in all respects and as fully as if such provisions were set forth herein to fix and determine the rights and obligations of all parties hereto.

In consideration of the credit this day extended to us by the above Payee, we hereby agree and authorize the said Payee, its officers, agents, representatives and assigns, to communicate with us, or to any person, firm, corporation or government agency, by any known means of communication, for any purpose it might deem necessary in connection with or during the pendency of the credit this day extended, and do hereby waive any right we have to claim violation of our right of privacy by reason of such communication.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the Date of Note above written.

WITNESSES AS TO ALL PARTIES:

1.		X.  (SEAL)
		X.  (SEAL)
		X. _____ (SEAL)
2.		X. _____ (SEAL)

State of Alabama

BALDWIN COUNTY

TO Sally Brown, Defendant:

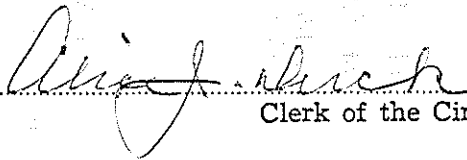
YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of

PUBLIC FINANCE COMPANY, INC. A CORP., Plaintiff,versus SALLY BROWN, Defendant,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

WOODROW WILSON, d/b/a BIG WHEEL RESTAURANT

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 4thday of April, 1962  
Clerk of the Circuit Court.Cal 4-16-62290

Received 4 day of Apr 1962  
on 16 day of April 1962  
served a copy of the within Notice  
Sally Brown  
service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By W. C. Garner, S.  
Mallie

Sheriff claims 40 miles at  
Ten Cents per mile Total \$ 4.00  
TAYLOR WILKINS, Sheriff  
BY Garner  
DEPUTY SHERIFF

4867 1/2

NOTICE  
TO DEFENDANT OF GARNISHMENT

BY  
CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

TO

Public Finance

Plaintiff.....

VS.

Sally Brown

Defendant.....

WILLIAM L. GREEN  
LAWYER  
904 FIRST NATIONAL BANK BLDG.  
MOBILE, ALABAMA

HE 8-4638

P. O. BOX 1048

June 18, 1962

Hon. Alice J. Duck  
Register, Circuit Court  
Baldwin County, Alabama  
Bay Minette, Alabama

RE: Public Finance Company, Inc

VS: Sally Brown

Woodrow Wilson, etc, GARNISHEE

Case Number 4867 $\frac{1}{2}$

Dear Mrs. Duck:

The Garnishee having answered the affidavit filed in this cause "not indebted", I respectfully request that the Garnishee be discharged on his answer.

Respectfully yours,



WILLIAM L. GREEN, Attorney  
for the Plaintiff



PUBLIC FINANCE COMPANY,  
INCORPORATED, a  
Corporation,

Plaintiff,

VS:

SALLY BROWN,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY,

ALABAMA

CASE NUMBER 4867

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

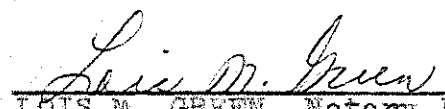
STATE OF ALABAMA)

COUNTY OF MOBILE)

Personally appeared before me, Lois M. Green, Notary Public, Mobile County, Alabama, WILLIAM L. GREEN, who being duly sworn, on oath says, that on the 15th day of November, 1961, in the Circuit Court of Baldwin County, Alabama, PUBLIC FINANCE COMPANY, INCORPORATED, a Corporation, recovered a judgment against SALLY BROWN, Route One (1), Box 171B, Daphne, Alabama, for the sum of THREE HUNDRED NINETY-EIGHT AND 00/100 (\$398.00) DOLLARS, besides cost of suit; that said judgment remains wholly unsatisfied and in full force and effect; that WOODROW WILSON, Individually and doing business as BIG WHEEL RESTAURANT, Spanish Fort, Alabama, is supposed to be indebted to or have effects of the said SALLY BROWN in his possession, or under his control, and that he believes process of Garnishment against said WOODROW WILSON, Individually and doing business as BIG WHEEL RESTAURANT, Spanish Fort, Alabama, is necessary to obtain satisfaction of said judgment.

  
WILLIAM L. GREEN

Sworn to and subscribed this 3<sup>rd</sup> day of April, 1962.

  
LOIS M. GREEN, Notary Public,  
Mobile County, Alabama

  
WILLIAM L. GREEN, Attorney  
for the Plaintiff

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 4867

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Sally Brown

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

Sally Brown

Defendant

by Public Finance Corporation, of Mobile, #2, Incorporated, a Corporation

Plaintiff

Witness my hand this 13th day of September 19 61

Clerk

No. 4867

Page

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

PUBLIC FINANCE CORPORATION OF MOBILE,

#2, Inc., a Corp.

Plaintiffs

vs.

SALLY BROWN

Defendants

SUMMONS and COMPLAINT

Filed Sept. 13, 1961

Alice J. Duck, Clerk

William L. Green

P.O. Box 1048 Plaintiff's Attorney  
Mobile, Alabama

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

9/13, 1961

Sheriff

I have executed this summons

this Sept 23, 1961

by leaving a copy with

Sally Brown

Sheriff claims: 44 miles at

Ten Cents per mile Total \$ 4.40

TAYLOR WILKINS, Sheriff

BY W. O. Garner  
DEPUTY SHERIFF

Taylor Wilkins Sheriff  
W. O. Garner Deputy Sheriff  
Spanishfort