

MILTON FINANCE COMPANY, a
Florida Corporation,

Plaintiff,

vs.

JAMES L. PUCKETT, JR.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 1872

The Plaintiff claims of the Defendant \$565.00 due by promissory note made by him on June 9th, 1960, payable in 24 monthly installments of \$31.69, the first installment being due on July 7th, 1960. Plaintiff further alleges that in and by the terms of said note default in making any payment renders the unpaid balance of the principal and accrued interest at once due and payable. Plaintiff further claims interest thereon from the date of the loan.

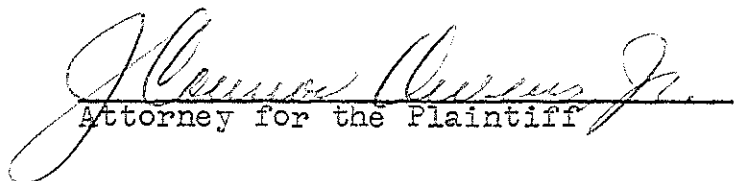
Plaintiff further alleges that the Defendant in and by said note waived all rights of exemption of every kind under the Laws of this State, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note that the Defendant agreed to pay a reasonable attorney's fee in the event of default and suit thereon, and Plaintiff claims the further and additional sum of \$85.00 as a reasonable attorney's fee in the premises.

FILED

SEP 15 1961

ALICE J. DUCK, CLERK
REGISTER


Attorney for the Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW NO. 4871

MILTON FINANCE COMPANY, a
Florida Corporation,

Plaintiff,

vs.

JAMES L. PUCKETT, JR.,

Defendant.

Wans Fishing Camp Fish River

SUMMONS AND COMPLAINT

FILED

SEP 15 1961

ALICE J. DUCK, CLERK
REGISTER

J. CONNOR OWENS, JR.

ATTORNEY AT LAW

Dahlberg Building

BAY MINETTE, ALABAMA

Sheriff claims 20 miles at
Ten Cents per mile Total \$ 2.00
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF

Received 14 day of Sept 1961
and on 5th day of Oct 1961
I served a copy of the within
on James L. Puckett, Jr.
By service on [Signature]

TAYLOR WILKINS, Sheriff
By [Signature] D.S.

(A) Payee

NOTE

MILTON FINANCE CO., INC.
NAFTEL DAVIS BLDG
MILTON, FLA.

(B) Agreed Rate of Charge: { 3% per month on that part of the unpaid principal balance not exceeding \$300 and 2% per month on that part of the unpaid balance in excess of \$300 but not exceeding \$600 until 12 months after due date of final installment; and thereafter at 10% per annum.

(C) BORROWERS (Names and Addresses):

LOAN NO.
2571

(D) FIRST INSTALLMENT DUE:

7/9/60

AND SAME DAY EACH MONTH.

Puckett, James L. Jr. Charline
118 Clanton Ave (Apt 1 c)
Montgomery, Ala.

(E) DATE OF THIS NOTE:	(F) ACTUAL AMT. OF THIS LOAN:	(G) DATE OF MATURITY & FINAL INSTALLMENT DUE:	(H) MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST ARE:
6/9/60	\$ 565.76	6/9/62	24 of \$ 31.69 EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID PRINCIPAL AND INTEREST.

This note is secured by a Wage Assignment
And a Chattel Mortgage on Household goods—Automobile.

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the Payee named in (A) above at its above office the actual amount of the loan as stated in (F) above, being the principal amount of this note, together with interest at the agreed rate as stated in (B) above until fully paid.

Payment of principal and interest shall be made as indicated in (H) above, in consecutive monthly installments, beginning on the stated due date for the first installment stated in (D) above, and continuing on the same day of each succeeding month to and including the stated due date for the final installment stated in (G) above.

Every payment made hereon shall be applied first to interest to date of actual payment, and remainder to principal. If the principal amount of this note or any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the rate stated in (B) above.

Payment is permitted to be made in advance in any amount on this loan at any time.

Default in making any payment shall, at the option of the holder hereof and without notice, render the unpaid balance of the principal hereof and accrued interest thereon at once due and payable.

Extension of the time of payment of all or any part of the amount owing hereon or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor, or surety hereof, it being the intent of all parties to this note that they shall continue jointly or severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties, and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest, and notice of demand, non-payment, and protest of this note, and further waive all rights of exemption of every kind under the laws of this or any other state.

The caption hereof, including items (A) to (H) inclusive, is a part of this note.

If suit is filed on this note because of default in payment or otherwise, the undersigned agree to pay the actual and reasonable attorney fees and court costs, including actual and reasonable expenses of repossession, storing and selling of any property pledged as security, all as determined by the Court in which suit is filed.

The borrower acknowledges receipt of a statement of loan in English as required by Section 516.15, FLORIDA STATUTES.

Witnesses:

[Signature]

[Signature] (Seal)

_____ (Seal)

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 4871

AUGUST TERM, 1961

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon JAMES L. PUCKETT, JR.

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

JAMES L. PUCKETT, JR., Defendant

by MILTON FINANCE COMPANY, a Florida

Corporation, Plaintiff

Witness my hand this 15 day of August 1961.

Alice J. Luck, Clerk

Defendant resides at Puckett Trading Post, on Fish River, Fairhope,
Alabama.

No. _____ Page _____

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

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

this _____ 19__

by leaving a copy with

Sheriff.

Deputy Sheriff.