

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

June 3, 1963

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Tower Finance Corporation
Vs: Ray Latner, et al
Case #5492
Our File: 63-49

Request judgment by default on promissory note
for \$148.55.

Please issue certificate of judgment and have it
recorded for me, and oblige.

Yours very truly,



EGR/ts
6/7/63
cc: client

Encl. - Promissory note.

DUE
DATE 1stLOAN
NO. 4434

BORROWER'S NAME AND ADDRESS

LATNER, Ray & Virginia
Route #1 Box 259
Constantine, Michigan

NOTE

TOWER FINANCE CORP.

(PAYEE)
of Three Rivers, Inc.
33 N. Main St., Three
Rivers, Mich., herein
referred to simply as
"Tower Finance Corp-
oration."

9-24-60	254.17	18	11-1-60	XX 4-1-62	18.00
DATE OF NOTE	PRIN. AMT. OF NOTE AND ACTUAL AMT. OF LOAN	NUMBER OF MONTHLY PMTS.	FIRST PMT. DUE	FINAL PMT. DUE	AMT. OF PMTS.*

*Final Payment equal to unpaid principal and charges.

AGREED RATE OF CHARGE: 3% per month on that part of the unpaid principal balance not in excess of \$50.00, and 2½% per month on that part of the unpaid principal balance in excess of \$50.00 but not in excess of \$300.00, and ¾ of 1% per month on that part of the unpaid principal balance in excess of \$300.00 but not in excess of \$500.00, computed on the basis of the number of days actually elapsed, a month being any period of 30 consecutive days.

IN CONSIDERATION of a loan made by TOWER FINANCE CORPORATION at its above office in the principal amount above stated, the undersigned jointly and severally promise to pay to the order of said corporation at its above office said principal amount together with charges at the above rate until fully paid.

Payment of principal and charges shall be made in consecutive monthly payments as above indicated beginning on the stated due date for the first payment and continuing on the same day of each succeeding month to and including the stated due date for the final payment. Sunday and holiday due dates are extended to next business day. Payment in advance may be made in any amount. Every payment made hereon shall be applied first to charges to date of actual payment and remainder to principal. Default in making any payment shall, at the option of the holder hereof and without notice or demand, render the entire unpaid balance of the principal hereof and accrued charges thereon at once due and payable.

Cause of action shall arise hereon only with respect to the entire principal and accrued charges remaining unpaid hereunder. The makers, sureties, endorsers, and guarantors hereof severally waive demand for payment, notice of non-payment, protest and notice of protest of this note, consent to extensions of time of payment without notice and charges his or her sole and separate estate now owned or hereafter acquired with the payment hereof. A statement of said loan has been delivered to the borrower as required by law. The construction, validity and effect hereof shall be governed by the laws of Michigan.

The maker signing on the top line below, hereby certifies that she is a married woman of full lawful age; that she has contracted the loan evidenced hereby, which is convenient and advantageous to her; that at the time of the signing and sealing of this note, she received the actual amount of the loan evidenced hereby directly for her own use, or for the use, benefit, or advantage of her separate estate; that she does not become accommodation endorser, maker, guarantor, or surety for another and that she is not hereby promising to pay the debt or to answer for the debt, default, misdoing or liability of any other person; but she is the principal debtor and has requested her husband to sign below as her guarantor.

The undersigned each hereby certifies that no undue influence or constraint has been exerted against the other with respect to the signatures of this note.

Witness the hands and seals of the undersigned the day of the date hereof above written.

Witnesses:

G. S. Rogers

Nancy Ray Hacke

Virginia Latner

Ray Latner

THIS NOTE IS SECURED BY A CHATTEL MORTGAGE AND . . . 1 SALARY AND WAGE ASSIGNMENT

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

February 27, 1963

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

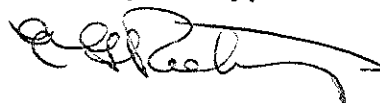
Dear Mrs. Duck:

Inre: Tower Finance Corporation
Vs: Ray and Virginia Latner
Our File: 63-49

With this we are handing you summons and complaint,
in three copies, together with deposit for costs in
the sum of \$25.00, along with letter to the sheriff.

Please process, and oblige.

Yours very truly,



EGR/ts
Encl.
3/14/63
cc: Tower Finance Corporation

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

March 25, 1963

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Gentlemen:

Re: Tower Finance Corp. of Three Rivers, Inc.
Vs: Ray & Virginia Latner
Case No. 5492
Our File: 63-49

The Sheriff returned "Not Found" in this case.
Please issue an alias and send it to the
Sheriff with the enclosed letter.

Yours very truly,



EGR/wrt
cc: (dup.) Client
4/20/63

TOWER FINANCE CORPORATION,
A Corporation,

Plaintiff,

VS.

RAY LATNER and VIRGINIA
LATNER,

Defendant.

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IN THE CIRCUIT COURT OF

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BALDWIN COUNTY, ALABAMA,

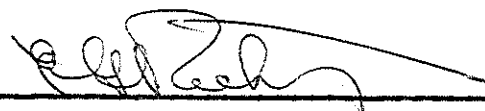
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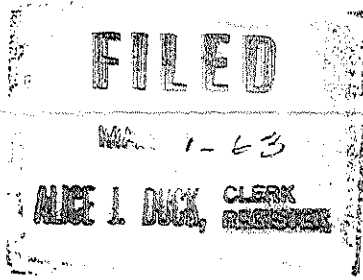
AT LAW.

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C O M P L A I N T

The Plaintiff claims of the Defendants the sum of ONE HUNDRED FORTY-EIGHT AND 55/100 (\$148.55) DOLLARS due by promissory note made by them on, to-wit, the 24th day of September, 1960, and payable in monthly installments of EIGHTEEN AND NO/100 (\$18.00) DOLLARS, payable on 1st day of each month, beginning the 1st day of November, 1960, with interest thereon.


E. G. RICKARBY, Attorney for
Plaintiff.



Defendant's Address is:

c/o Mr. Tommie Maffitt
Robertsdale, Alabama

Form I, Sec. 223,
Tit. 7

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon

RAY LATNER and VIRGINIA LATNER

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 RAY LATNER and

VIRGINIA LATNER

_____, Defendant S

by TOWER FINANCE CORPORATION, a corporation,

_____, Plaintiff

Witness my hand this _____

day of

March 1963

Exp-5-1-63

Deirdre J. Duck

_____, Clerk

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

TOWER FINANCE CORPORATION,

A Corporation,

Plaintiffs

vs.

RAY LATNER and VIRGINIA LATNER

Mollie Lattager

Defendants

Summons and Complaint

Filed

FILED

19

MAR 1 63

ALICE L. DUCK, CLERK

Clerk

E. G. RICKARBY

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
c/o Tommie Maffitt
Robertsdale, Alabama

Received In Office

March 26, 1963

Sheriff.

I have executed this summons

this

*1st day of May*1963

by leaving a copy with

*Ray Latner &
Virginia Latner*Served 7 day of March 1963
at found in my county after diligent search and
(*ry*)*Taylor Wilkins* Sheriff

Deputy Sheriff

Sheriff claims 90 miles atTen Cents per mile Total \$ 9.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

Fred Seibert

Deputy Sheriff.