

AID LOAN SYSTEM, INC.,
a corporation,

Plaintiff,

Vs.

WILLIE E. McCLAIN and
MARY E. McCLAIN,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 6645

ANSWERS OF TOLBERT M. BRANTLEY TO INTERROGATORIES PROPOUNDED TO
AID LOAN SYSTEM, INC., a corporation, BY C. Le NOIR THOMPSON:

Interrogatory 1: Tolbert M. Brantley

Interrogatory 2: Attorney for Aid Loan System, Inc., a corporation.

Interrogatory 3: See attached Exhibit.

WILTERS & BRANTLEY

BY:

Tolbert M. Brantley
Attorney for the Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 23 day of May
1966 served a copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same by United States
Mail, properly addressed, and that class postage prepaid.

WILTERS & BRANTLEY

By:

Tolbert M. Brantley

FILED

MAY 25 1966

ALICE L. BARK, CLERK
BALDWIN COUNTY, ALABAMA

INSTALLMENT NOTE

1296.00

Mobile, Alabama, September 17, 1962 No. 65A9776

For value received, we, the signers, makers, endorsers, guarantors, sureties and each of us jointly and severally and in solido, promise to pay to the order of And Loan System Inc. Co. or Bearer, at the office of 51 S. Conception Mobile, Ala., the sum of Twelve Hundred Ninety Six & No/100 DOLLARS in 24 installments of \$ 54.00 each, and a final installment of \$ 500.00 on the 20th day of each and every month hereafter until paid, with interest after maturities at 3% per annum.

Failure to pay any installment of this note or to fulfill any of the obligations herein undertaken shall, at the option of the holder hereof, without demand or notice, mature all remaining installments, and the holders will have the right to enforce, by suit or otherwise, payment of the entire balance, with interest, costs and attorney's fees, due credit being given for unearned interest.

This note is secured by pledge and delivery of the securities or property, if any, mentioned on the reverse hereof, or attached hereto, or in list, receipt or assignment thereof attached hereto, and any securities or property that may be substituted therefor or added thereto and any and all securities or property that may have been or may subsequently be pledged to or come into possession of the holder or holders hereof.

The signers further promise, whenever required by the holders, to increase the amount of security for this obligation until satisfactory to the holders. If said security be not increased when so requested, or if any of the signers default in the performance of any obligation whatever resting upon them by reason of any agreement contained in any form of security, investment certificate or otherwise, now or hereafter pledged to secure this note, then this obligation, at the option of the holders hereof, shall become due and payable, whether due according to its face or not.

For the purpose of enforcing the payment of this obligation, the holders shall have full power and authority to sell, assign, collect, compromise, transfer and deliver any and all collateral pledged or hypothecated to secure this note, whether original or additional, or so much thereof as may be requisite. Such sale may be made wherever the holders may direct, and may be public or private, with or without advertisement, or notice to redeem, and with or without notice to or demand on the signers, or any of them, and the holders may become the purchasers or any or all of said collateral.

If, before this obligation is paid and the collateral herewith hypothecated is released, any signer depositing such collateral shall become liable to the holders on any other obligation, then the collateral deposited by such signer and herewith hypothecated, or the proceeds thereof to the extent that they are not required in paying this obligation, shall be held by the holders as collateral security and applied by them upon the terms herein set forth upon such other obligations of said signer as the holder may elect.

It is understood and agreed that the holders shall not be compelled to resort first to the collateral hypothecated, if any, for the security of this obligation but may at their election require said obligation to be paid by any signer or signers, endorser or endorsers, guarantor or guarantors, surety or sureties hereof, and to this agreement said parties hereby specifically give their assent, and upon the payment of this obligation by the said parties or any of them, this note, together with the collateral aforesaid, if same is not held, pursuant to the preceding paragraph hereof, as security for any other obligation or obligations, shall be transferred without recourse against the holders to the party or parties paying this note. The words "security," "collateral," and/or "collateral security," used in this note shall include mortgages and/or deeds of trust on personal or real property, as well as all other kinds of security or securities.

At or after maturity of this note or upon any default thereunder, any money, stocks, bonds or other property of any kind to the credit of any obligor hereof on the books of the holder or holders hereof, in transit or in their possession, may, without notice, be applied at the discretion of such holder or holders for the full or partial payment of this note.

In the event that any of the signers should fail in business, or become insolvent, or be adjudged bankrupt, or proceedings in involuntary bankruptcy or for the appointment of a receiver should be filed against them or any of them, this note, and every other debt, liability, or obligation due by the signers or any of them to the holder or holders of this note, shall immediately become due and payable without demand, or notice, or a putting in default. The signers hereof authorize holders to secure any amount and form of insurance required by holders and add cost of premiums to this obligation.

And each of us, whether principal, surety, guarantor, endorser or other party thereto, hereby both individually and severally agrees that additional signers, makers, endorsers, guarantors or sureties may become parties hereto, either with or without notice to us or to any of us, without affecting our liability hereon and hereunder, and each of us hereby both individually and severally waives any or all benefit or relief from homestead exemption and all other exemptions or moratoriums to which the signers or any of them may be entitled under the laws of this or any other State, now in force or hereafter to be passed, as against this debt or any renewal thereof. It is further agreed that in the event this note is placed in the hands of an attorney for collection, we will pay, in addition to principal and interest according to the face of the note, a reasonable attorney's fee, which shall not be less than twenty per cent of balance, principal and interest, or a minimum of \$25.00, and each both individually and severally further waives presentment for payment, protest, notice of protest and non-payment of this note and all defenses by reason of any extension of time of its payment that may be given by the holders to any of them. Delay in exercising any right herein shall not operate as a waiver thereof. The signers hereof are makers and principals, jointly and severally and in solido.

Given under the hand and seal of each party

Sam Stone

William E. McClain I.S.
Mary McClain I.S.

AID LOAN SYSTEM, INC.,
a corporation

Plaintiff

VS

WILLIE E. McCLAIN and
MARY E. McCLAIN

Defendants

X

X

X

X

X

X

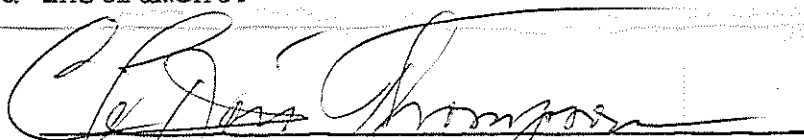
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 6645

Comes the defendant in the above styled cause and propounds the following interrogatories to the plaintiff, Aid Loan System, Inc., a corporation:

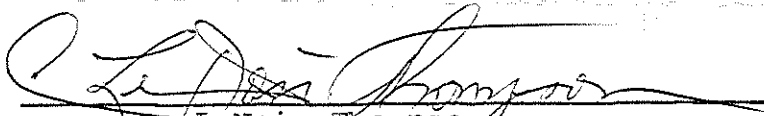
1. State your name.
2. In what capacity are you connected with Associates Discount Corporation?
3. If a promissory note or obligation of security was signed, by the defendants herein, attach a photocopy of the front and back of the said instrument.


Attorney for defendants.

State of Alabama
Baldwin County

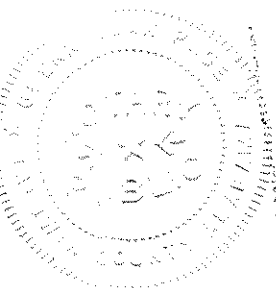
Before me, the undersigned Notary Public, in and for said State and County, personally appeared C. LeNoir Thompson, who being by me first duly sworn, deposes on oath and says as follows:

My name is C. LeNoir Thompson and I am the Attorney of Record for the defendants in the above entitled cause, and as such, I am authorized to make this affidavit. I further state that the answer of the plaintiff to the foregoing interrogatories will, if truthfully made, be material evidence for the defendants on the trial of said cause.


C. LeNoir Thompson

Subscribed and sworn to before me by the said C. LeNoir Thompson on this the 2 day of May, 1966.


Notary Public, Baldwin County, Alabama



FILED

MAY 2 1966

ANGE L. DICK, CLERK
REGISTER

463

Executed
May 3, 1966

6645

Received 2 day of May 1966
and on 3 day of May 1966

I served a copy of the within Interrogation
on Walter & Brantley

By service on Tallent M. Brantley

TAYLOR WILKINS, Sheriff

By W. O. Barnes

Aid Loan Systems

vs.

Willie E. McClain

Mary E. McClain

Interrogation

2) Is served on:
Walter & Brantley. etc.

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Willie E. McClain and Mary McClain to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the Complaint of Aid Loan System, Inc., a corporation.

Witness my hand this 17th day of August, 1965.

Alice D. Clark
Clerk

AID LOAN SYSTEM, INC.,
a corporation,

Plaintiff,

Vs.

WILLIE E. McCLAIN and
MARY McCLAIN,

Defendant.

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

6645

i.

The Plaintiff claims of the Defendant the sum of ONE
THOUSAND TWO HUNDRED NINETY-SIX AND 00/100 (\$1,296.00) DOLLARS
balance
due from them by promissory note made by the Defendants on the
17th day of September, 1962, and payable to Aid Loan System, Inc.,
a corporation, on the 20th day of October, 1962, and said note,
with interest thereon, is unpaid.

Plaintiff avers that said note provides for a reasonable
attorney's fee which the Plaintiff claims in the amount of TWO
HUNDRED FIFTY AND 00/100 (\$250.00) DOLLARS.

WILKERS & BRANTLEY

BY:

William M. Brantley
Attorney for the Plaintiff

Defendant may be served at: Bay Minette, Alabama

FILED
Aug 21 1965
JUL 17 1965
CLERK
REGISTRAR

AID LOAN SYSTEM, INC., A CORP.,

Plaintiff

VS:

WILLIE E. MCCLAIN, & MARY MCCLAIN,

Defendants.

Received 18 day of Aug 1965

and on 21 day of Aug 1965

I served a copy of the within see

on Willie E. McClain &

Mary McClain

By service on _____

TAYLOR WILKINS, Sheriff

By W. A. Talbot D. S.

om 1

FILED

AUG 17 1965

ALLEN DICK, CLERK
REGISTER

Walters & Brantley, Attorneys

AID LOAN SYSTEM, INC.,
a corporation

Plaintiff,

vs

WILLIE E. McCLAIN and
MARY E. McCLAIN

Defendants

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

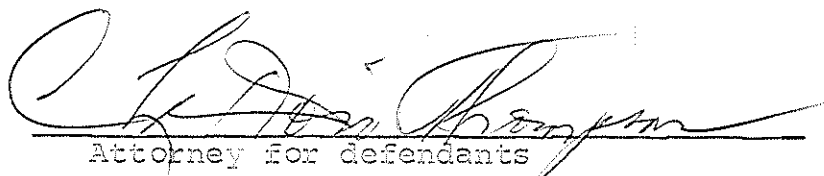
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6645

Come the defendants and for answer to the complaint filed
in said cause show as follows:

1. They deny the allegations of said complaint.
2. The defendants for answer to the said complaint say
that they have paid the debt for the recovery of which this suit was
brought, before the action was commenced.
3. The defendants in answer to the complaint say that the
said note upon which the action is founded is usurious and void
for the interest thereon.
4. The defendants in answer to the complaint say that said
note includes the usurious interest with the principal in that
said principal is \$795.00 and the said interest and/or other
usurious charges amount to \$401.00.


Attorney for defendants

FILED
AUG 3 1966
ALICE J. DIX, CLERK
REGISTER

AID LOAN SYSTEM, INC.,
a corporation

Plaintiff

vs

WILLIE E. McCLAIN and
MARY E. McCLAIN

Defendants

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

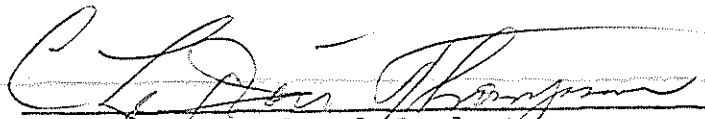
BALDWIN COUNTY, ALABAMA

AT LAW NO. 6645

Come the defendants in the above styled cause and propound
the following supplemental interrogatories to the plaintiff,

Aid Loan System, Inc., a corporation:

1. State the name of the officer or agent answering
said interrogatories.
2. State the capacity in which you are connected with
Aid Loan System, Inc.
3. Attach to your answer photocopies of all papers in the
possession of Aid Loan System, Inc., signed by Willie E. McClain
and Mary M. McClain showing the front and back of said instrument.


Attorney for defendants.

STATE OF ALABAMA
BALDWIN COUNTY

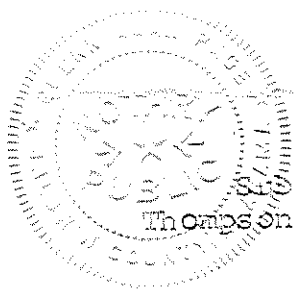
Before me, the undersigned Notary Public, in and for said
State and County, personally appeared C. LeNoir Thompson, who
being by me first duly sworn, deposes on oath and says as
follows:

My name is C. LeNoir Thompson and I am the Attorney of
Record for the defendants in the above entitled cause, and as
such, I am authorized to make this affidavit. I further state
that the answer of the plaintiff to the foregoing interrogatories
will, if truthfully made, be material evidence for the defendants
on the trial of said cause.


C. LeNoir Thompson

Subscribed and sworn to before me by the said C. LeNoir
Thompson on this the 3rd day of August, 1966.


Notary Public, Baldwin County, Alabama



FILED
SALESMAN BRANDT, hereby accept
of said, interrogatories.
4 Aug 1966
466 SALESMAN BRANDT

AID LOAN SYSTEM, INC.,
a corporation

Plaintiff

vs

WILLIE E. McCLAIN and
MARY E. McCLAIN

Defendants

X

X

X

X

X

X


IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA


AT LAW NO. 6645

Come the defendants in the above styled cause and for
demurrer to the complaint filed in said cause shew unto this
Honorable Court as follows:

1. Said complaint fails to state a cause of action.
2. That said complaint fails to allege payments made
by the defendants, to the plaintiff on said promissory note.
3. That said complaint fails to allege the date said
promissory note became in default.


Attorney for defendants

Defendants demand a trial by jury.


Attorney for defendants.

FILED

SEP 18 1965

ALICE L. DUCK, CLERK
REGISTER