

DUE 5th		NAME: JONES, CLAUDE W.		WIFE		ACCOUNT NO. 15928	
ADDRESS (R) 2216 W. Woodlawn AND Tampa, Fla. CHANGES				HOME PHONE np		LENDER, ADDRESS: 87-50 G.A.C. Finance Corporation of Tampa No. 1 420 Tampa Street Tampa, Florida 34.39	
DATE OF NOTE 11-21-60		DATE OF FIRST PAYMENT:		SUCCEEDING INSTALLMENTS PAYABLE ON:			
TOTAL AMOUNT DUE ON NOTE AND ACTUAL AMOUNT OF LOAN \$ 600.00		PAYABLE IN 24		DAY OF EACH MONTH FIRST INSTALLMENT: 34.39		EACH SUCCEEDING INSTALLMENT: 34.39	
		CONSECUTIVE MONTHLY INSTALLMENTS		S		FINAL INSTALLMENT OF \$ 11-21-62 PAYABLE ON EQUAL IN ANY CASE TO UNPAID PRINCIPAL AND INTEREST	

NOTE

Agreed Rate of interest:

Agreed Rate of Interest, three per cent (3%) per month on the part of the unpaid principal balance not exceeding Three Hundred Dollars (\$300.00) and two per cent (2%) per month on that part of the unpaid balance in excess of Three Hundred Dollars (\$300.00) but not exceeding Six Hundred Dollars (\$600.00), provided that at the expiration of a period of twelve (12) months following the last contractual installment date the interest on any balance still unpaid shall not exceed ten per cent (10%) per year.

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to said Lender, at its said office, the said total amount due on note together with interest at the agreed rate. Payment of principal and interest 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 until the total amount due on this note, together with accrued interest, is paid. Every payment made hereon shall be applied first to interest to date of actual payment and remainder to principal. Payment in advance may be made hereon in any amount at any time.

The undersigned acknowledges receipt of the proceeds of a loan in the amount as stated above from the Lender herein named, with a statement of said loan and a printed copy of Section 516.14 as provided under the provisions of Section 516.15 of Florida Statutes 1949, as amended.

Failure to pay any interest or installment of this note, as herein provided, after such interest or installment shall have become due, shall render, at the option of the holder hereof, the total amount of this note, or such portion thereof, as shall then remain unpaid, with accrued interest thereon at the agreed rate, immediately due and payable without notice.

It is also agreed that, when a partial payment of principal due is made and accepted, or when a partial payment of interest accrued is made and accepted, the remaining portion of principal payment or interest accrued and not paid, is not waived but only extended, and may be collected at any future time.

The parties to this note, whether maker, endorser, guarantor, surety, or otherwise, hereby severally waives presentment, demand notice of non-payment and protest and consent that the time of payment may be extended any number of times without notice or previous consent, hereby binding themselves, jointly, severally and in solidio, unconditionally, and as original promisors for the full payment hereof.

This note shall immediately become due and payable at the option of the holder hereof, without notice of demand, any agreement or extension notwithstanding, in the event any party to this note should die, become insolvent, commit an act of bankruptcy, file or have filed against said party a petition in bankruptcy, or an application for a receiver, or a respite, fail in business, or remove without the country or present abode.

Nothing herein shall be construed to mean that the parties to this note are to pay, or have contracted to pay, in any event, any sum in excess of what may lawfully be charged or contracted for under the provisions of Section 516.01 to 516.25 of Florida Statutes 1949, as amended. The Lender herein named is licensed by the State of Florida to make loans under the Florida Small Loan Law.

The parties to this note do hereby waive all rights of homestead secured to them or either of them under the laws of the State of Florida or any other State or of the United States.

If this note is not paid at maturity, it shall bear interest thereafter at the above stated agreed rate for a period of twelve (12) months, provided that at the expiration of the said period of twelve (12) months following the last contractual installment date the interest on any balance still unpaid shall not exceed ten per cent (10%) per year. In the event suit becomes necessary on this note, the undersigned agrees to pay actual and reasonable attorney fees as determined by the court in which suit is filed and court costs, including actual and reasonable expenses of repossession, storing and selling of any property pledged as security, as determined by the court in which suit is filed.

SIGNATURE

M. C. Shaw (SEAL)
Karen J. Lantry (SEAL)
Claude W. Jones (SEAL)
Mary Jones (SEAL)

JOHN V. DUCK
~~DUCK & LACEY~~

Attorneys at Law

P. O. DRAWER A-J - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck

DATE

P.O. Box 239

Bay Minette, Ala.

DATE November 3, 1965

Re: GAC Finance Corp. vs. Claude D. &
Mary Jones. Civil Case No. 6678

Dear Mrs. Duck:

Would you please request Judge Mashburn to
enter a Judgment by Default in the above
styled cause in the amount of \$617.32

broken down as follows: \$517.32 due on the
principal amount and \$100.00 attorneys fee.

I am enclosing the original note in this case.

Sincerely,

SIGNED

SIGNED

G.A.C. FINANCE CORPORATION OF
TAMPA NO. 1, a corporation,

Plaintiff,

vs.

CLAUDE D. JONES and MARY JONES,
jointly and individually,

Defendants.

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

) 6678

Plaintiff claims of the Defendants the sum of FIVE HUNDRED SEVENTEEN AND 32/100 (\$517.32) DOLLARS due by promissory note made by them on the 21st day of November, 1960 and payable on the 21st day of November, 1962.

That in and by the terms of said note, the Defendants agreed to pay all costs of collection, whether secured by suit or otherwise, and the Plaintiff now claims an additional sum as a reasonable attorneys fee.

FILED
SEP 7 1965
ALICE J. DUCK, CLERK
REGISTER


ATTORNEY FOR PLAINTIFF

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6678

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon CLAUDE D. JONES and MARY JONES

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.....
CLAUDE D. JONES & MARY JONES, jointly and individually Defendant.....S

by G.A.C. FINANCE CORPORATION OF TAMPA NO. 1.....
a corporation, Plaintiff.....

Witness my hand this 7 day of Sept 1965
64-9-15-65 149 Alice J. Luck Clerk

No. 6678

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

G.A.C. FINANCE CORPORATION

OF TAMPA NO. 1, a corporation,
Plaintiffs

vs.

CLAUDE D. JONES and

MARY JONES, jointly & Ind.
Defendants

SUMMONS AND COMPLAINT

Filed

19.....

Clerk

FILED
SEP 7 1965
ALICE J. DUCK, CLERK
REGISTER

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
General Delivery
Robertsdale, Alabama

Received In Office

SEP 7 1965

19.....

TAYLOR WILKINS
SHERIFF

Sheriff

I have executed this summons

this 9-15 1965

by leaving a copy with

Claude Jones
Mary Jones

Sheriff claims 100 dollars or

Ten Cents per mile Total \$ 10.00

TAYLOR WILKINS, Sheriff

BY *Carlisle Chedden*
DEPUTY SHERIFF

James H. Jones Sheriff
Carlisle Chedden Deputy Sheriff
R. D. Jones