

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6700

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon J. R. McMILLAN, MRS. J. R. McMILLAN
and JAMES G. McMILLAN,

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 J. R. McMILLAN,
MRS. J. R. McMILLAN and JAMES G. McMILLAN, Defendant S.
by CITY FINANCE COMPANY OF MOBILE, INC., a corporation,

Plaintiff.....

Witness my hand this 23 day of Sept 1964

Clerk

CITY FINANCE COMPANY OF MOBILE,
INC., a corporation,

Plaintiff,

vs.

J. R. McMILLAN, MRS. J. R. McMILLAN,
and JAMES G. McMILLAN, jointly and
individually,

Defendants.

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA
) AT LAW

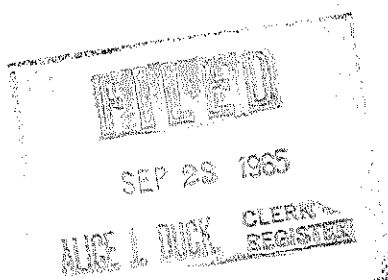
Plaintiff claims of the Defendants the sum of
SEVEN HUNDRED EIGHTY-SIX AND 24/100 (\$786.24) DOLLARS due by promi-
sory note made by them on the 23rd day of January, 1965 and payable
in twenty-four (24) installments of THIRTY-TWO AND 76/100 (\$32.76)
DOLLARS per month.

That in and by the terms of said note, default
in payment of any installment of the said note, or any portion of
the installment shall render the entire unpaid balance of the said
note due and payable at once at the option of the Plaintiff, and
Plaintiff now claims a default and demands the entire balance.

That in and by the terms of said note, the
Defendants agreed to pay all costs of collection, including a
reasonable attorneys fee, and the Plaintiff now claims the further
and additional sum of ONE HUNDRED FORTY AND NO/100 (\$140.00)
DOLLARS as a reasonable attorneys fee.

That in and by the terms of the said note, the
Defendants waived all rights of homestead under the Constitution
and the laws of the State of Alabama, and the Plaintiff now claims
the benefit of the said waiver.


ATTORNEY FOR PLAINTIFF



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

Mrs. Alice J. Duck

Bay Minette, Ala.

Sept. 21, 1965

Re: City Finance vs. J. R. McMILLAN, et al. No. 6700

Dear Mrs. Duck:

Enclosed find Bill of Complaint to be
filed together with copy of same and
Summons to be served.

Sincerely,

SIGNED

DATE

SIGNED

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6700

.....TERM. 19.....

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and JAMES G. McMILLAN,

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in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against J. R. McMILLAN,
MRS. J. R. McMILLAN and JAMES G. McMILLAN, Defendant.
by CITY FINANCIAL COMPANY OF MOBILE, INC., a corporation,

Plaintiff.....

Witness my hand this 23 day of Sept 1944

Eric J. Auch Clerk

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

CITY FINANCE COMPANY OF MOBILE,
INC., a corporation,
Plaintiffs

vs.

J. R. MC MILLAN, MRS. J. R.
MC MILLAN and JAMES G. MC MILLAN,
Defendants

SUMMONS AND COMPLAINT

Filed 19.....

..... Clerk

.....
Plaintiff's Attorney

.....
Defendant's Attorney

Defendant lives at
Defendants can be served at
Charles Rhodes Dairy,
Tola, Alabama.

Received In Office

..... 19.....

....., Sheriff

I have executed this summons

this 19.....

by leaving a copy with

..... Sheriff

..... Deputy Sheriff

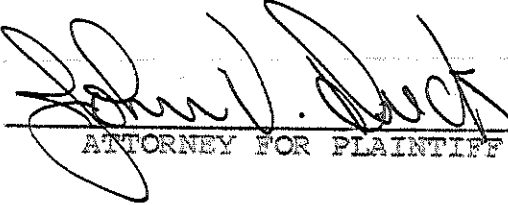
CITY FINANCE COMPANY OF MOBILE, INC., a corporation,)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	AT LAW
vs.)	
J. R. McMILLAN, MRS. J. R. McMILLAN, and JAMES G. McMILLAN, jointly and individually,)	
Defendants.)	

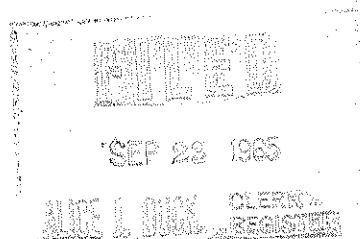
Plaintiff claims of the Defendants the sum of SEVEN HUNDRED EIGHTY-SIX AND 24/100 (\$786.24) DOLLARS due by promi- sory note made by them on the 23rd day of January, 1965 and payable in twenty-four (24) installments of THIRTY-TWO AND 76/100 (\$32.76) DOLLARS per month.

That in and by the terms of said note, default in payment of any installment of the said note, or any portion of the installment shall render the entire unpaid balance of the said note due and payable at once at the option of the Plaintiff, and Plaintiff now claims a default and demands the entire balance.

That in and by the terms of said note, the Defendants agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of ONE HUNDRED FORTY AND NO/100 (\$140.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of the said note, the Defendants waived all rights of homestead under the Constitution and the laws of the State of Alabama, and the Plaintiff now claims the benefit of the said waiver.


ATTORNEY FOR PLAINTIFF



SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6780

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

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and JAMES G. McMILLAN,

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in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against J. R. McMILLAN,
MRS. J. R. McMILLAN and JAMES G. McMILLAN, Defendant.
by CITY FINANCE COMPANY OF MOBILE, INC., a corporation,
Plaintiff.

Witness my hand this 20 day of Sept 1945

Reverend Clerk

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

CITY FINANCE COMPANY OF MOBILE.

~~INC., a corporation.~~

Plaintiffs

VS

J. R. McMillan, Mrs. J. R.

McMILLAN and JAMES G. McMILLAN.

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

JOHN V. DICK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Defendants can be served at
Charles Rhodes Dairy,
Foley, Alabama.

Received In Office

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Sheriff

Deputy Sheriff

CITY FINANCE COMPANY OF MOBILE,
INC., a corporation,

Plaintiff,

vs.

J. R. McMILLAN, MRS. J. R. McMILLAN,
and JAMES G. McMILLAN, jointly and
individually,

Defendants.

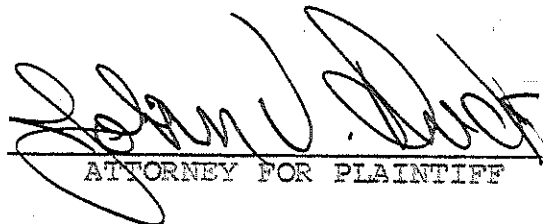
) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA
) AT LAW

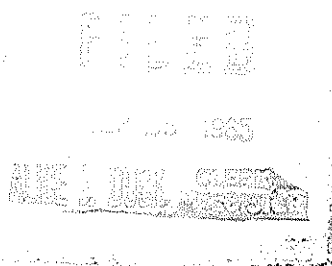
Plaintiff claims of the Defendants the sum of
SEVEN HUNDRED EIGHTY-SIX AND 24/100 (\$786.24) DOLLARS due by promi-
sory note made by them on the 23rd day of January, 1965 and payable
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DOLLARS per month.

That in and by the terms of said note, default
in payment of any installment of the said note, or any portion of
the installment shall render the entire unpaid balance of the said
note due and payable at once at the option of the Plaintiff, and
Plaintiff now claims a default and demands the entire balance.

That in and by the terms of said note, the
Defendants agreed to pay all costs of collection, including a
reasonable attorneys fee, and the Plaintiff now claims the further
and additional sum of ONE HUNDRED FORTY AND NO/100 (\$140.00)
DOLLARS as a reasonable attorneys fee.

That in and by the terms of the said note, the
Defendants waived all rights of homestead under the Constitution
and the laws of the State of Alabama, and the Plaintiff now claims
the benefit of the said waiver.


ATTORNEY FOR PLAINTIFF



CITY FINANCE COMPANY OF MOBILE, INC., a corporation,)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	AT LAW
vs.)	6700
J. R. McMILLAN, MRS. J. R. McMILLAN, and JAMES G. McMILLAN, jointly and individually,)	
Defendants.)	

Plaintiff claims of the Defendants the sum of SEVEN HUNDRED EIGHTY-SIX AND 24/100 (\$786.24) DOLLARS due by promissory note made by them on the 23rd day of January, 1965 and payable in twenty-four (24) installments of THIRTY-TWO AND 76/100 (\$32.76) DOLLARS per month.

That in and by the terms of said note, default in payment of any installment of the said note, or any portion of the installment shall render the entire unpaid balance of the said note due and payable at once at the option of the Plaintiff, and Plaintiff now claims a default and demands the entire balance.

That in and by the terms of said note, the Defendants agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of ONE HUNDRED FORTY AND NO/100 (\$140.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of the said note, the Defendants waived all rights of homestead under the Constitution and the laws of the State of Alabama, and the Plaintiff now claims the benefit of the said waiver.

FILED
SEP 23 1965
ALICE L. DUCK, CLERK
REGISTER

John V. Duck
ATTORNEY FOR PLAINTIFF

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No.

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon J. R. McMILLAN, MRS. J. R. McMILLAN
and JAMES G. McMILLAN,

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 J. R. McMILLAN,
MRS. J. R. McMILLAN and JAMES G. McMILLAN, Defendant.S..
by CITY FINANCE COMPANY OF MOBILE, INC., a corporation,
Plaintiff.....

Witness my hand this 23 day of Sept 1965

Ex-10-9-65 on James G. McMilla
N. F. on Mr & Mrs. J. R. McMillan
Clerk

No. 6700 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

CITY FINANCE COMPANY OF MOBILE,

INC., a corporation,
Plaintiffs

vs.

J. R. McMILLAN, MRS. J. R.

McMILLAN and JAMES G. McMILLAN,
Defendants

SUMMONS AND COMPLAINT

Filed SEP 23 1965 19.....

JOHN V. DUCK CLERK
REGISTRAR Clerk

Returned 11 day of Oct 1965

Not found in my county after diligent search and in-
quiry. Mr & Mrs. J. R. McMILLAN

Taylor Wilkins, Sheriff

J. M. Eastburn
Deputy Sheriff

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Defendants can be served at
Charles Rhodes Dairy,
Foley, Alabama.

Received In Office

SEP 23 1965 19.....

TAYLOR WILKINS Sheriff

I have executed this summons

this 9th of Oct 1965

by leaving a copy with

James G. M. S. Millan

Sheriff's claims 84 miles at

Ten Cents per mile Total 8.40

by J. M. Eastburn
Deputy Sheriff

Taylor Wilkins Sheriff

J. M. Eastburn Deputy Sheriff

Margueta Springs, Ala.

THE STATE OF ALABAMA

ACCT. NO. HA-983-MC

Mobile COUNTY

\$ 786.24 Mobile Ala. 1-23, 1965

For value received, the undersigned jointly and severally promise to pay to the order of CITY FINANCE COMPANY of Mobile, Inc. \$ Seven hundred eighty six and 24/100 DOLLARS in 24 installments of \$ 32.76 and one installment of \$ None

starting 3-1 19 65 and on the 1st day of each consecutive week/month thereafter until the full amount of this note is paid with interest after default at 8% per annum. Default in payment of any installment of this note, or any portion of any installment, shall render the entire unpaid balance of this note due and payable at once at the option of the legal holder hereof without demand. Payable at CITY FINANCE COMPANY of Mobile, Inc., 2351 St. Stephens Rd., Mobile, Alabama or such place as may be designated by the legal holder hereof at any time. The makers and endorsers of this note hereby expressly waive all rights to claim exemption of personal property allowed by the Constitution and laws of this or any other state, and agree to pay cost of collecting this note, including attorney's fee for all services rendered in any way, if this note is not paid at maturity. Demand notice of non-payment and protest of this note is hereby waived by each maker and endorser.

And to further secure the payment of this note at maturity, and other amounts which may be advanced by CITY FINANCE COMPANY of Mobile, Inc. to me during the present year in goods, wares, merchandise or money, I sell and convey and mortgage to the said CITY FINANCE COMPANY of Mobile, Inc. hereinafter referred to as "mortgagee," the following described property, to-wit:

- 1-1957 Oldsmobile, 4 door H. T. Serial # 578-M19253
- 1-Whitney, Tan and White 8'x40' Mobile Home
- 1 Deepfreeze, 1 Electric Stove, 1 Electric Refrigerator, 1 Breakfast Table, 4 Breakfast chairs, 1 Bed, mattress, springs, 1 dresser, brown, 1 chest of drawers, brown

And I/we do covenant with the said mortgagee, its successors and assigns, that I/we We lawfully seized in fee of said property; that it is free from all encumbrances, that I/we have a good right to mortgage, sell and convey the same to the said mortgagee, its successors and assigns, and that I/we warrant and defend the title to said property to the said mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons.

Time is of the essence of this agreement, and if I/we default in complying with any of the terms hereof, or the mortgagee deems the property in danger of misuse, loss, secretion or confiscation, the full amount hereunder shall be immediately due and payable, and in such events, or either of them, the mortgagee or any sheriff or other officer of the law may take immediate possession of said property without demand, (possession after default being unlawful), and for this purpose the mortgagee may enter upon the premises where said property may be and remove same. The mortgagee may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to the undersigned, (if given, notice by mail to the undersigned's last known address being sufficient), with or without having such property at the place of sale, and upon such terms and in such manner as the mortgagee may determine; the mortgagee may bid at any public sale. From the proceeds of any such sale, the mortgagee shall deduct all expenses for retaking, repairing, storing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due; and any surplus shall be paid over to the undersigned, in case of deficiency the undersigned shall pay the same with interest.

Given under my/our hand and seal and I/we hereby acknowledge a copy of this mortgage.

Witness: M. J. Thompson Betty Scott

Maker X J. R. McMillan (SEAL)
Address X J. R. McMillan
Maker X James L. McMillan (SEAL)
Address X

Mrs Alice Duck
Circuit Court Clerk
Bry Minette, Ala.

Nov. 5 - 1965
Garvin M. McMillan
Rt. #1 Box 106
Foley, Ala.

DEAR MRS DUCK,

I'm writing this letter requesting
my case (City Finance Co of Mobile, Ala. - vs -
JAMES GARVIN M. McMillan) be tried by
jury trial.

Would you please notify me by
mail when my case will be scheduled
to come before the jury?

I don't feel under the circumstances
I justly owe City Finance Company of
Mobile, Ala. anything.

Hoping to hear from you in the
near future,

yours truly
James M. McMillan

signed: James M. McMillan

FILED

Nov 6 1965

ALICE L. DUCK, CLERK
REGISTERED