

G.A.C. FINANCE CORPORATION OF )  
MOBILE NO. 1, a corporation, )  
Plaintiff, )  
vs. )  
PHARIS T. COLE, )  
Defendant. )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

*No. 6703*

Plaintiff claims of the Defendant the sum of TWO HUNDRED NINETY-TWO AND 96/100 (\$292.96) DOLLARS due by promissory note made by him on the 17th day of July, 1964 and payable in twenty-four (24) consecutive installments of SEVENTEEN AND 42/100 (\$17.42) DOLLARS each.

That in and by the terms of said note, the Defendant agreed that in the event of a default in the payment of any installment, then the entire balance would be due and payable and the Plaintiff avers that the Defendant did default, and now claims the entire balance due and payable.

That in and by the terms of said note, the Defendant agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of FIFTY (\$50.00) DOLLARS as a reasonable attorneys fee.

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

*John V. Duck*  
ATTORNEY FOR PLAINTIFF

FILED

SEP 23 1965

MADE L. DUCK, CLERK  
REGISTERED

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

Circuit Court, Baldwin County

No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon .....PHARIS. T. COLE

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.....

PHARIS T. COLE....., Defendant.....

by G.A.C. FINANCE

by G.A.C. FINANCE CORPORATION OF MOBILE NO. 1  
Plaintiff

Witness my hand this.....23.....day of.....Sept.....1965

..... Clerk

No. 6703

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

G.A.C. FINANCE CORPORATION

OF MOBILE NO. 1,

Plaintiffs

vs.

PHARIS T. COLE

Defendants

SUMMONS AND COMPLAINT

Filed

19.....

SEP 23 1965

Clerk

ALICE L. DUCK, CLERK  
REGISTER

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Box 127, Robertsdale, Ala. or  
at State Highway Dept.,

Maintenance Service, Roberts-  
Received in Office dale, Ala

SEP 23 1965

19.....

TAYLOR WILKINS

SHERIFF

, Sheriff

I have executed this summons

this Sept 30 1965

by leaving a copy with

Pharis T. Cole

50  
500  
TAYLOR WILKINS, Sheriff  
C. Children  
DEPUTY SHERIFF

Taylor Wilkins Sheriff  
W. L. Sheppard Deputy Sheriff

R. L. Ocker

DUE DATE		NAME		BORROWERS		WIFE		ACCOUNT NO.	
2041		SOLE, MR. PHILIP L.		(MAY, 2004)		45 1		6387	
ADDRESS				HOME PHONE				LENDER, (LICENSEE) - ADDRESS	
AND				141-50				141-50	
Robertdale, Ala. 37 yrs.				GAC Finance Corporation of Mobile No. 1				14 South Conception Street	
Mobile, Alabama				Mobile, Alabama					
CHANGES		DATE OF FIRST INSTALLMENT:		SUCCEEDING INSTALLMENTS PAYABLE ON:		DAY OF EACH MONTH			
7-11-01		8-21-01		2003					
TOTAL AMOUNT DUE ON NOTE AND ACTUAL AMOUNT OF LOAN (CASH ADVANCE)		PAYABLE IN		FIRST INSTALLMENT		EACH SUCCEEDING INSTALLMENT:		FINAL INSTALLMENT OF	
\$ 17.12		21		\$ 17.12		\$ 17.12		17.12	
		CONSECUTIVE MONTHLY INSTALLMENTS				(EXCEPT FINAL)		PAYABLE ON 7-20-05	
								EQUAL IN ANY CASE TO UNPAID PRINCIPAL AND INTEREST	

SECURITY

141-50

INSURANCE	EXPIRES	LIFE INS.	TITLE	FILE & REC. FEES
2001	7-21-01	\$ 1.50	\$ 1.50	\$ 1.50

TOTAL INDEBTEDNESS  
(TO BE WRITTEN IN WORDS)

THREE HUNDRED DOLLARS AND NO CENTS

AGREED RATE OF CHARGE { Three per centum (3%) per month on any part of the unpaid principal balance of the loan not exceeding Two Hundred Dollars (\$200.00), and two per centum (2%) per month on that part of the unpaid principal balance exceeding Two Hundred Dollars (\$200.00) but not exceeding Three Hundred Dollars (\$300.00). The rate of charge for each day in a fraction of a month is one-thirtieth (1/30) of the monthly rate.

### NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the Lender named above in its said office, the Total Amount Due On Note as stated above in the number and amount of successive monthly installments as shown above including interest at the agreed rate as shown above, the first of which installments shall be payable on the date as shown above and each succeeding installment shall be payable on the same day of each succeeding month thereafter together with a final installment covering any unpaid balance including interest as aforesaid which final installment shall be payable on the date as stated above. If this Note is not paid at maturity it shall continue to bear interest at said rate stated above for a period of six (6) months after the due date of the final installment; thereafter interest will be charged at a rate not to exceed eight per cent (8%) per annum.

A default in the payment of any installment or any part of the installment shall at the option of the holder, assignee or any subsequent holder and without notice or demand render the entire unpaid balance due and payable and acceptance of payment after default shall not constitute a waiver of such default. Extension of the time of payment of all or any part of the amount owing on this Note at any time or times shall not affect the liability of any party to the Note or surety or guarantor. Sureties or guarantors and all parties to this Note, severally waive demand and presentment of payment, notice of non-payment and notice of protest of this Note. Sunday and holiday due dates are extended to the next business day. Payment in advance may be made in any amount at any time. Payments when made shall be applied first to charges computed in full to date thereof and the remainder to principal. Charges shall be computed upon unpaid principal balances and upon the basis of the number of days actually elapsed and for the purpose of such computation one month shall be that period of time from any date in a month to a corresponding date in the next month and if there is no such corresponding date, then to the next day of the next month and a day shall be considered one-thirtieth (1/30) of a month when computation is made for a fraction of a month. The undersigned agree to pay reasonable attorney fees if and when this Note has been turned in good faith to an attorney for collection but only if such fees are permitted by the Alabama Small Loan Act and other pertinent Alabama laws, otherwise this provision to be deemed stricken.

All parties hereto severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this Note and agree that their liability hereunder shall not be affected by any extension of the date of payment of all or any part of the amount owing hereon at any time or times and further waive all rights of exemption under the laws of this or any other state. The caption hereof is a part of this Note.

In consideration of the loan this day extended to us by the above Lender, we hereby agree and authorize the said Lender, its officers, agents, representatives and assigns, to communicate with us, or to any person, firm, corporation or governmental agency, by any known means of communication, for any purpose it might deem necessary in connection with or during the pendency of the loan this day extended, and do hereby waive any right we have to claim violation of our right of privacy by reason of such communication.

The undersigned hereby acknowledges receipt of a Loan Statement as is required by Section 15 (a) of the Alabama Small Loan Act. This Note is made pursuant to the provisions of said Act and subject to all the terms and provisions thereof and notwithstanding any language used herein shall not be construed to contract for or charge a greater amount than allowed by said Act and any overcharge made under such provision shall be adjusted upon final payment.

Agent of Licensee Making Loan (Witness)

(Witness)

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  
Bay Minette, Ala.

DATE November 13, 1965

Re: GAC Finance vs. Pharis T. Cole.

Civil Case No. 6703

Dear Mrs. Duck:

Enclosed herewith is note sued on ~~the~~ in  
above captioned case. Please have the Judge  
issue a Judgment in the amount of \$292.96  
plus \$50.00 attorneys fee.

Sincerely,

DATE

SIGNED