ender: Interstate Securities Company

of Alabama

1067 Springhill Ave.

Mobile

. Alabama

Loan No. 0111**-**6-3052**0** Due Date 10

NOTE

Borrowers' Name and Address

Wilbert & Eleanor Odom Box 431

Foley. Alabama

| Date<br>of<br>Note | Total Amount<br>Due on<br>Note | Number of<br>Monthly<br>Payments | First<br>Payment<br>Due | Amount of<br>Payments<br>(Except Final) | Final<br>Payment<br>Due | Amount of Final<br>Payment—Equal in<br>any Case to Unpaid<br>Balance |
|--------------------|--------------------------------|----------------------------------|-------------------------|---|-------------------------|--|
| 7-12-63            | \$ 1296 <b>.</b> 90            | 30                               | 8-10-63                 | *43 <b>.</b> 23                         | 1-10-66                 | 43.23  |

For Bulue Received. the undersigned, jointly and severally, promise to pay to the order of the Lender named above in its said office, he total amount due on the note as shown above, in the number of consecutive monthly installments as shown above, the first installment being payable n the amount and on the date shown above and the succeeding installments being payable in the amounts and on the dates as shown above, together with final installment equal to any unpaid balance payable on the date as shown above. If this note is not paid at maturity, it shall thereafter bear interest at he highest lawful rate for written contracts.

All parties to this note, whether makers, co-makers, endorsers, sureties, or guarantors, severally waive demand, presentment, protest, notice of rotest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice of such extension.

It is agreed and understood that if default is made in the payment of any one installment as the same shall become due and payable, the entire alance then remaining unpaid shall immediately become due and payable.

The makers and endorsers of this note agree to pay all costs of collection including a reasonable attorney's fee, whether incurred against one or nore of said makers or endorsers in collecting or attempting to collect this note, and each hereby expressly waives as to this debt all of his rights to claim xemption under the Constitution and Laws of the State of Alabama or any other state in the United States.

It is understood and agreed by each person whose name is signed hereunder that he signs this note without conditions, reservations, or repreentation as to any other person or persons having signed the same, or that any other person or persons shall sign the same, as maker or endorser, and vithout any condition or reservation as to delivery, execution or otherwise.

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, epresentatives and assigns to communicate with us, or to any person, firm, corporation or governmental agency, by any known means of communication, or any purpose it might been 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.

Witness

Witness

orm 61-S-LL-Ala.

#### JOHN V. DUCK

### 

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

| MESSABE                                      | REPLY  |  |  |  |
|--|--------|--|--|--|
| mrs. Alice J. Duck                           | DATE   |  |  |  |
| P. O. Box 239                                |        |  |  |  |
| Bay Minette, Ala.                            |        |  |  |  |
| ATE December 21, 1965                        |        |  |  |  |
| Re: Interstate Securities vs. Wilbert Odom   |        |  |  |  |
| Civil Case No. 6754                          |        |  |  |  |
| Dear Mrs. Duck:                              |        |  |  |  |
| Enclosed is original note in captioned case. |        |  |  |  |
| Will you please have the Judge enter a       |        |  |  |  |
| Judgment in the amount of \$716.52 plus      |        |  |  |  |
| interest in the amount of \$107.38 and       |        |  |  |  |
| attorneys fees in the amount of \$140.00,    |        |  |  |  |
| making a total of \$963.90.                  |        |  |  |  |
| Sincere(Ty)                                  |        |  |  |  |
| GNED TOWN                                    | SIGNED |  |  |  |

THIS COPY FOR PERSON ADDRESSED

GRAY RC CO. INC.

INTERSTATE SECURITIES COMPANY OF )
ALABAMA, a corporation,

Plaintiff,

vs.

WILBERT ODOM and ELEANOR ODOM, individually and jointly,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

MILBERT ODOM and ELEANOR ODOM, individually and jointly,

Defendants.

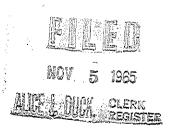
The Plaintiff claims of the Defendants the sum of SEVEN HUNDRED SIXTEEN AND 52/100 (\$716.52) DOLLARS, due by promissory note made by them on the 12th day of July, 1963 and payable in monthly installments of FORTY-THREE AND 23/100 (\$43.23) DOLLARS, with interest thereon.

That in and by the terms of said note, the Defendants agreed that in the event of a default of one payment, that the entire balance at the option of the holder would be due and payable, and the Plaintiff now claims the entire indebtedness due and payable.

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 (\$140.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of said note, the Defendants waived all rights of exemption under the Constitution and Laws of the State of Alabama, and the Plaintiff now claims the benefit of said Waiver.

ATTORNEY FOR PLAINTIFF



| STATE OF ALABAMA (   | Court, Baldwin County                 |
|--|---------------------------------------|
| Baldwin County No  | •                                     |
|  | TERM, 19                              |
| TO ANY SHERIFF OF THE STATE OF ALABAMA:                              |                                       |
| You Are Hereby Commanded to SummonWILBERT ODOM                       | and ELEANOR ODOM                      |
|  |                                       |
|  |                                       |
|  |                                       |
| to appear and plead, answer or demur, within thirty days from the se | ervice hereof, to the complaint filed |
| in the Circuit Court of Baldwin County, State of Alabama, at Bay I   | Minette, against                      |
| WILBERT ODOM and ELEANOR ODOM  | , Defendant.S                         |
| byINTERSTATE SECURITIES COMPANY OF ALABA                             | AMA                                   |
|  |                                       |
| Witness my hand this   | 19.6.5                                |
| EX-11-8-65 Lein  | efaluch Clerk                         |

|        | 1      |      |      | à.  |   |
|--------|--------|------|------|-----|---|
| Nc:4   | $o^-I$ | 41   |      | ľ   |   |
| * **** | ****   | •••• | •••• | ••• | ٠ |

Page.....

# STATE OF ALABAMA Baldwin County

### CIRCUIT COURT

INTERSTATE SECURITIES COMPANY

OF ALABAMA, a corporation

Plaintiffs

vs.

WILBERT ODOM and ELEANOR ODOM, individually and Defendants jointly.

## SUMMONS AND COMPLAINT

Filed 1965 19 CLERK CLERK CLERK

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

| Defendant lives at            |
|-------------------------------|
| Foley, Ala. and can be served |
| at the John Evans Farms in    |
| Foley Alabame F/              |
| Received In Office            |
|                               |
| NOV-51965 19                  |
|                               |
|                               |
| TAYLOR WILKINS Sheriff        |
| I have executed this summons  |
|                               |
| this 8th day of Dovembry 65   |
| by leaving a copy with        |
|                               |
| Ellanor Odom and              |
| Willet Colon                  |
| posto datine                  |
|                               |
|                               |
|                               |
|                               |
| Sheriff claims 144 miles at   |
| Sheriff Comments              |
| Ten Conts per mile Total &    |
| No Collins                    |
| N A STANTA                    |
|                               |
|                               |
|                               |
|                               |
|                               |
|                               |
|                               |
| ed to the terms               |
| Taylor Willsins Sheriff       |
| ON ETT                        |
| Tin Constitute Deputy Sheriff |
|                               |
| There, afu                    |