

AID LOAN SYSTEM, INC., 64,)
a corporation,)
Plaintiff,)
vs.)
ROBERT LEE COATS and GERTRUDE)
COATS, jointly & individually,)
Defendants.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

720.6581

Plaintiff claims of the Defendants the sum of SEVEN HUNDRED TWENTY-THREE AND 38/100 (\$723.38) DOLLARS due by promissory note made by them on the 17th day of May, 1962 and payable on the 17th day of October, 1963, with the interest thereon.

Plaintiff avers that in and by the terms of said note, the Defendants agreed to pay all costs of collection, whether secured by suit or otherwise, including a reasonable attorney's fee, and the Plaintiff now claims the further and additional sum of ONE HUNDRED FORTY (\$140.00) DOLLARS as a reasonable attorney's fee.

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


ATTORNEY FOR PLAINTIFF



INSTALLMENT NOTE

\$ 972 00 Robert Lee Coats, Alabama, 5-17- 19 62 No. 65A303

For value received, we the signers, makers, endorsers, guarantors, sureties and each of us jointly and severally and in solidio, promise to pay to the order of Andover System Inc 64 or Bearer, at the office of 518 Conyette Mobile, Ala., the sum of Five Hundred Seventy Two and no/100 DOLLARS

in 18 installments of \$ 54 00 each, and a final installment of \$ on the 17th day of each and every month hereafter until paid, with interest after maturities at 8% 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," "security or securities," 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 percent 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 solidio.

Given under the hand and seal of each party.

Gene A. Kullern

Robert Lee Coats

L. S.

Robert Lee Coats

L. S.

L. S.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 65-81

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ROBERT LEE COATS and GERTRUDE COATS
jointly and individually

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 ROBERT LEE
COATS & GERTRUDE COATS, jointly and individually, Defendant S
by AID LOAN SYSTEM, INC., 64, a corporation,
..... Plaintiff.....

Witness my hand this 6 day of July 19 65
67-7-9-65 Arthur J. Newk Clerk

No. 65-81

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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

AID LOAN SYSTEM, INC., 64,
a corporation,

Plaintiffs

vs.

ROBERT LEE COATS & GERTRUDE

COATS, jointly & individually,
Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Robertsdale, Alabama

RECEIVED
Received In Office

JUL 6 1965..... 19.....

TAYLOR WILKINS..... Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Robert Coats 7-9
R. Coats
Gertrude Coats 1-9
Munson,

Sheriff's Office 180
Ten Cents for mile Total \$ 130.00
BY TAYLOR WILKINS, Sheriff
Deputy Sheriff

Sheriff
Deputy Sheriff

JOHN V. DUCK
ATTORNEY AT LAW
FAIRHOPE, ALABAMA

August 12, 1965

Mrs. Alice J. Duck
P. O. Box 239
Bay Minette, Alabama

RE: Aid Loan System -vs- Coats
Civil Case No. 6581

Dear Mrs. Duck:

Enclosed you will find an original note in the above styled cause.

Would you please ask Judge Mashburn if he will enter a Judgement in the amount of eight hundred sixty-three dollars and thirty eight cents (\$863.38).

Broken down will be seven hundred twenty three dollars and eighty three cents (\$723.83) and the principle due on the note and one hundred forty dollars as Attorney's fee.

Sincerely,



John V. Duck

JVD/bd

2265

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 July 2, 1965

Re: Aid Loan vs. Coats

7-10-65

Dear Mrs. Duck:

Enclosed find Bill of Complaint to be filed
together with copies of same and summons
to be served.

Sincerely,

22

A. H. Duck

DATE

SIGNED