

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

October 18, 1966

Honorable Telfair Mashburn
Circuit Judge
Bay Minette, Alabama

Re: Postal Finance Company
Vs: Braxton Stafford
Case No. 7156

Dear Judge Mashburn:

Enclosed you will find the original note and an itemized accounting. Kindly enter a default judgment in the amount of \$614.41.

It is noted that no attorney's fees are requested since it appears that none are provided for them in said note.

Cordially yours,

Forest A. Christian
FOREST A. CHRISTIAN (Rh)

POSTAL FINANCE COMPANY,
PLAINTIFF

VS.

BRAXTON STAFFORD,
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO. 7156

Comes the Defendant in the above styled cause and for
answer thereto pleads non est factum.

Braxton Stafford
Braxton Stafford

Subscribed to and sworn before me
this 27th day of October, 1966.

James W. Fauce
Notary Public

I HEREBY CERTIFY THAT A COPY OF THIS PLEADING HAS BEEN MAILED
TO FOREST A. CHRISTIAN, ATTORNEY FOR THE PLAINTIFF.

James W. Fauce
Attorney for Defendant

DEFENDANT RESPECTFULLY DEMANDS A TRIAL BY JURY.

FILED

OCT 28 1966

CLERK
BALDWIN COUNTY

STATE OF NEBRASKA:

ss

COUNTY OF DAKOTA:

I, R. C. Madsen, being first duly sworn on oath affirm, depose and state:

That, I am the Manager of the Postal Finance Company of Nebraska, South Sioux City, Nebraska (a Nebraska Corporation) and do have under my control all of the books and records of said Corporation; and do further depose and state that the amount due and owing the Postal Finance Company of Nebraska by Braxton Stafford and Joyce E. Stafford is itemized as follows to-wit:

Date of Loan -- December 31, 1963

Amount of Loan -- \$507.00

Date of Payment	Total Payment	Applied to Interest	Applied to Principal	Principal Balance
Jan 24 '64	\$24.00	\$ 9.26	\$ 14.74	\$492.26
Mar 9 '64	24.00	17.02	6.98	485.28
Apr 6 '64	24.00	10.46	13.54	471.74
Mar 23 '65	25.00	25.00	-----	471.74

Interest Short \$84.71

Interest due as of August 29, 1966

\$142.67

Total balance due as of August 29, 1966

\$614.41

That the said debt is due and unpaid, after allowing to debtor all just credits, setoffs, and counter claims.

Dated at South Sioux City, Nebraska, this 29th day of August, 1966.

Subscribed and sworn to before me this 29th day of August, 1966.

M. L. Eastman
Notary Public in and for Dakota County,
State of Nebraska

My commission expires: 8-17-1968

Loan Papers

UFC 19

POSTAL FINANCE COMPANY OF NEBRASKA • 2014 DAKOTA AVE. • SOUTH SIOUX CITY, NEBRASKA

SELECT and ✓ YOUR LOAN BELOW

Amount of loan is total amount desired including present balance, if any.

FOR VALUE RECEIVED, the undersigned, jointly and severally promise to pay to the order of the Lender named above (herein called "POSTAL"), at its office address set forth above, the principal amount of loan checked (✓) at the right, which is the actual amount of per month on that part of the unpaid principal balance in excess of \$300 and not in excess of \$500 and 1% per month on any remainder of such unpaid principal balance, until fully paid.

The Amount of Loan and Charges are payable in consecutive Monthly Payments, each in the amount and for the number of paying month until fully paid. The Final Payment in any case, will be equal to the unpaid principal and charges. Any payment made hereon and the remainder to principal. For the purpose of computing charges a month shall be any period of 30 consecutive days and the rate of charge for each day shall be 1/30 of the monthly rate. Payment in advance may be made in any amount.

It is agreed the construction, validity and effect of this Note shall be determined under and by virtue of the laws of Nebraska. In the event of any default, the Holder may, without notice, render the unpaid balance due and payable. This Note is subject to acceptance by POSTAL at its office and if the loan is not approved it will be promptly returned to the undersigned.

Unless otherwise indicated below, POSTAL is requested to provide reducing term credit life insurance on the life of one of the undersigned in an amount to cover the unpaid indebtedness hereunder. Premium is to be deducted from amount of this loan. Such insurance is not required in order to obtain this loan.

IF NO INSURANCE IS DESIRED,
CHECK THIS BOX ☐

DATE OF THIS NOTE

12-16-63

FIRST PAYMENT DUE DATE

1-30-64

**PERSONAL
SIGNATURES
REQUIRED**

Bradford Stappford

HUSBAND
SIGN HERE

Joyce E. Stappford

WIFE
SIGN HERE

(If married both husband and wife must PERSONALLY sign)

Check the Amount You Want ✓	AMOUNT OF LOAN	MONTHLY PAYMENT	NO. OF MONTHLY PAYMENTS
	\$110.	\$6.00	25
	201.	11.00	25
	312.	17.00	25
	398.	19.00	30
	507.	24.00	30
	599.	28.00	30
	816.	37.00	30
	915.	41.00	30
✓	1015.	45.00	30
	1115.	49.00	30
	1216.	53.00	30

USE SPACES BELOW FOR LOAN AMOUNTS OR TERMS NOT COVERED BY EXAMPLES

AMOUNT OF LOAN	MONTHLY PAYMENT	NO. OF MO. PAYTS
\$	\$	

DATE

12-16-63

AMOUNT OF LOAN

\$ 1015.00

The Agreed Rate of Charge is 2 1/2% per month on that part of the unpaid principal balance in excess of \$300 and not in excess of \$500 and 1% per month on any remainder of such unpaid principal balance; computed on the basis of the number of days actually elapsed, a month being any period of 30 consecutive days, and the daily rate 1/30 of the monthly rate.

The undersigned, to secure the repayment of the Amount of Loan, shown above, evidenced by a Note of even date, payable in installments of principal and charges combined (charges being computed at the above agreed rate on unpaid principal balances for the time actually elapsed between payments), hereby grant, convey and mortgage to POSTAL FINANCE COMPANY OF NEBRASKA, SOUTH SIOUX CITY, NEBRASKA, the personal property filled in below, which is to remain in the possession of the undersigned at the address shown below.

LIVING ROOM FURNITURE		DINING ROOM FURNITURE		BEDROOM(S) FURNITURE		KITCHEN FURN. AND APPLIANCES	
NO.	ITEM AND DESCRIPTION	NO.	ITEM AND DESCRIPTION	NO.	ITEM AND DESCRIPTION	NO.	ITEM AND DESCRIPTION
	Uphl. Davenport		Dining Table		Dressers		Elec. Refrig. (Make)
	Uphl. Chair		Dining Chairs		Beds	1	Wash. Mach. (Make) Hotpoint
	Writing Desk		Buffet		Chiffoniers		Clothes Dryer (Make)
	Table(s)		China Closet		Dressing Tables		Gas or Elec. Range (Make)
	Piano (Make)		Heater	1	Sewing Mach. (Make) Montgomery Ward		Stove (Make)
1	Television Set (Make) Bradford		Radio (Make) Bradford		Cedar Chestery Wards		Kitchen Table and Chairs
1	Hi-Fi Set (Make) Bradford		Rocker	1	Typewriter (Make) Smith Corona	1	Vacuum Cleaner (Make) Airway
	Rug		Rug		Rug		Freezer (Make)

☒ Car or
☐ Truck: Make Realult Dalphine Year 1962 Body Carvalle Motor na Serial 003954
 Model 1962

This conveyance shall be void when the Amount of Loan is paid in full, but otherwise to remain in full force and effect.

**PERSONAL
SIGNATURES
REQUIRED**

SIGN HERE

Bradford Stappford

SIGN HERE

Joyce E. Stappford

STREET ADDRESS

936 Cornelia Ave

CITY

AND STATE

Labeland Fla.

POSTAL FINANCE COMPANY
OF NEBRASKA

BY

151

The face amount of this instrument (AMOUNT OF LOAN) is hereby
REDUCED on December 31 19 63 to
\$ 507.00 and the required monthly payments
reduced to \$ 24.00.

The face amount of this instrument (AMOUNT OF LOAN) is hereby
REDUCED on December 31 19 63 to
\$ 507.00 and the required monthly payments
reduced to \$ 24.00.

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons BRAXTON STAFFORD, 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, Alabama, at the place of holding same by POSTAL FINANCE COMPANY.

Witness my hand this the 1st day of September, 1966.

Alice J. Duck
Clerk

* * * * *

COMPLAINT

POSTAL FINANCE COMPANY,	X	IN THE CIRCUIT COURT OF
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS:	X	AT LAW
BRAXTON STAFFORD,	X	CASE NO. <u>7156</u>
DEFENDANT.	X	

COUNT I:

The Plaintiff claims of the Defendant SIX HUNDRED FOURTEEN & 41/100 DOLLARS (\$614.41), due by promissory waive note made by him on the 31st day of December, 1963, and payable on the 1st day of July, 1964, with interest thereon.

Since said note does not provide for a reasonable attorney's fee, no attorney's fees are added.

COUNT II:

The Plaintiff claims of the Defendant FOUR HUNDRED TEN & 00/100 DOLLARS (\$410.00), due by promissory waive note made by him on the 31st day of December, 1963, and payable on the 1st day of July, 1964, with interest thereon.

Since said note does not provided for a reasonable attorney's fee, no attorney's fees are added.

ATTORNEY FOR THE PLAINTIFF

Forest A. Christian
Forest A. Christian
Eoley, Alabama

Defendant's address:

c/o Community Grocery
Foley, Alabama

FILED

SEP 1 1966

ALICE J. DUCK, CLERK
REGISTER

Count Costs paid H E

EX-9-13-66

7156

SUMMONS AND COMPLAINT

Received 1 day of Sept. 1966
and on 13 day of Sept. 1966

I received a copy of the within Att.
on Braxton Stafford

By service on Braxton Stafford

TAYLOR WILKINS, Sheriff
By Jm Eastman D. S.
Foley, Ala.

PLAINTIFF,

VS:

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
By Jm Eastman
DEPUTY SHERIFF

BRAXTON STAFFORD,
c/o Community Grocery
Foley, Ala.

FILED

DEFENDANT.

SEP 14 1966
MADE & DUCK, CLERK
REGISTERED

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA