

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.

7/63

DATE August 30, 1966

DATE

Re: Interstate Securities Company vs.

Dewey Hadley and Lorraine Hadley

Dear Mrs. Duck:

Enclosed please find Bill of Complaint to
be filed together with copies of same and
Summons to be served,

Sincerely,

John V. Duck
JVD

SIGNED

SIGNED

JOHN V. DUCK
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P. O. DRAWER A-J - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. K Duck

Bay Minette, Ala.

DATE

DATE December 6, 1966

Re: Interstate Securities vs. Dewey &

Lorraine Hadley. Civil Case No. 7163

Dear Mrs. Duck:

Enclosed please find original note sued
on in captioned case. I would appreciate
it if you would have the Judge enter a
Judgment in the amount of \$241.21, being
principal and interest due, and \$40.00 as
attorneys fees.

Sincerely,

SIGNED

John V. Duck

SIGNED

Lender:

Interstate Finance Company

- 1067 Springhill Ave.
- Mobile, Alabama

NOTE

Loan No.
0111-5-0560
Due Date
10th

Borrowers' Name and Address

- Hadley, Dewey and Loraine Hadley
- General Delivery
- Robertsedale, Ala.

Filing or Recording Fee . . . \$ 2.15
 Other Allowable Fees . . . \$ -0-
 (Specify)

INSURANCE**PREMIUM**

CREDIT LIFE \$ 3.31

OTHER: (Specify)

\$ -0-

Date of Note	Amount of Note and Actual Amount of Loan (Cash Advance)	Number of Monthly Payments	First Payment Due	Amount of Payments of Principal and Interest (Except Final)	Final Payment Due	Amount of Final Payment—Equal in any Case to Unpaid Principal Balance and Interest
12-3-65	\$ 220.56	24	1-10-66	\$ 13.00	12-10-67	\$ 13.00

Total Indebtedness

(To be Written in Words)

Two Hundred Twenty and .56/100*****

The security for this note is a chattel mortgage on HHG'S

For Value Received, the undersigned, jointly and severally, promise to pay to the order of said Lender, at its said office, the actual amount of loan shown above which is the actual amount of money lent to the undersigned with agreed charges of interest at the rate of 3% per month on that part of the unpaid principal balance not in excess of \$200 and 2% per month on that part of the principal balance in excess of \$200 but not exceeding \$300 to the date of maturity and six months thereafter, and thereafter 8% per annum on the unpaid principal balance.

In the event any installment shall not have been paid within 15 days after it becomes due and payable, the undersigned agrees to pay the further charge of 3% of such installment to Lender.

A default in the payment of any installment of the principal or interest hereof, or any part of either shall, at the option of the holder hereof, and without notice or demand, render the entire unpaid principal balance hereof and accrued interest thereon at once due and payable. Charges shall be computed on the unpaid principal balance for the number of days actually elapsed. A day shall be considered 1/30th of a month when computation is a fraction of a month. All payments hereon shall be applied first to interest to date of payment and remainder to principal. The Borrowers may prepay this note in whole or in part at any time during the Lender's regular business hours.

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 time of payment of all or any part of the amount owing hereon at any time or times. The caption hereof is part of this note.

In consideration of the loan this day extended by the above Lender, the undersigned agree and authorize said Lender, its officers, agents, representatives and assigns, to communicate with us, or with 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 extended, and do hereby waive any right we have to a claimed violation of our right of privacy by reason of such communication.

The construction, validity and effect hereof shall be governed by the Alabama Small Loan Act.

The undersigned acknowledge the receipt of a statement in English as required by Section 15 (a) of the Alabama Small Loan Act.

In Witness Whereof, Borrowers have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Witness: Howard A. BandyWitness: Pat Knott

Witness: _____

Agent Making Loan

X Lorraine Hadley (Seal)X Dewey Hadley (Seal)
(Husband or Wife)

_____ (Seal)

INTERSTATE SECURITIES COMPANY,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
vs.)	AT LAW 7163
DEWEY HADLEY and LORRAINE HADLEY,)	
jointly and individually,)	
Defendants.)	

Plaintiff claims of the Defendants the sum of TWO HUNDRED TWENTY-SEVEN AND 56/100 (\$227.56) DOLLARS due by promissory note made by them on the 3rd day of December, 1965 and payable in twenty-four monthly installments of THIRTEEN (\$13.00) DOLLARS each.

That in and by the terms of said note, the Defendants agreed that if they defaulted in any one payment, the holder could declare the entire balance due and payable and the Plaintiff avers that the Defendants defaulted on the 10th day of January, 1966 and thereafter.

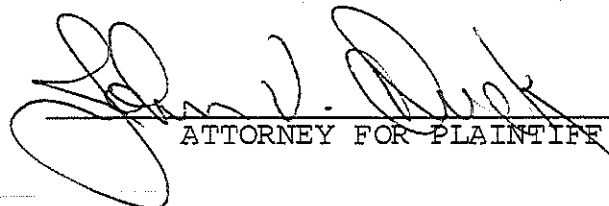
That in and by the terms of said note, the Defendants waived all rights of exemption under the Constitution and Laws of the State of Alabama, and the Plaintiff now claims the benefit of said waiver.

That in and by the terms of said note, Defendants agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional fee of SIXTY (\$60.00) DOLLARS as a reasonable attorney's fee.

FILED

SEP 2 1966

ALICE J. DICK, CLERK
REGISTER


ATTORNEY FOR PLAINTIFF

Executed Sept 3, 1966
Jaylor Wilkins Sheriff
Cecil Childress DS

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 7163

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon DEWEY HADLEY and LORRAINE HADLEY

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.....

DEWEY HADLEY and LORRAINE HADLEY....., Defendant.....

by INTERSTATE SECURITIES COMPANY

....., Plaintiff.....

Witness my hand this.....

day of.....

2nd Sept 1966

Oliver J. Luck Clerk

No. 7163

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES COMPANY

Plaintiffs

vs.

DEWEY HADLEY and LORRAINE

HADLEY, ind. & Defendants
severally.

SUMMONS AND COMPLAINT

Filed FILED 19.....

SEP 2 1966

Clerk

JOHN V. DUCK CLERK
REGISTER

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Rt. 1, Box 131 AL, Roberttsdale
Alabama. Dewey Hadley works
for Alabama Wood Preserving
Corp. in
Roberttsdale
Ala.

Received In Office
SEP 2 1966

TAYLOR WILKINS

Sheriff

I have executed this summons

this Sept 3 1966

by leaving a copy with

Dewey Hadley
Lorraine Hadley

Sheriff claims 100 milgs, at

Ten Cents per mile Total \$ 10.00

TAYLOR WILKINS, Sheriff

BY Corlisle Chedron
DEPUTY SHERIFF

Corlisle Chedron Sheriff
Calvin Deputy Sheriff

A. H. Oule