

MASON PLAN COMPANY, INC.,)	
A Corporation,)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
vs.)	
)	LAW SIDE
JOHN T. HARRISON,)	7188
)	
Defendant.)	

The Plaintiff claims of the Defendant, the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00), the balance due by promissory note made by him on January 12, 1965, and payable in 24 installments of \$17.42 each, commencing on the 12th day of February, 1965, together with interest at the rate of 3% per month on that part of the unpaid principal balance not in excess of \$200.00 and 2% per month on that part of the unpaid principal balance in excess of \$200.00, but not exceeding \$300.00. Plaintiff further alleges that in and by the terms of said note the failure to pay any installment accelerated the balance due under said note and that said note is delinquent since February 12, 1965.

Plaintiff further alleges that in and by the terms of said note, the Defendant waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of \$75.00 as a reasonable attorney's fee in the premises.

Walter S. Potts
Attorney for Plaintiff.

FILED
SEP 1968
ALICE I. DICK, CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7188

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon JOHN T. HARRISON

..... STAPLETON, ALABAMA

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.....

JOHN T. HARRISON Defendant.....

by MASON PLAN COMPANY, INC., a corporation,.....

..... Plaintiff.....

Witness my hand this 22 day of September 19 66

Alice J. Luck Clerk

CV-10-3-66

No. 7188

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

MASON PLAN COMPANY, INC.,

a corporation,

Plaintiffs

vs.

JOHN T. HARRISON

Defendants

SUMMONS AND COMPLAINT

Filed SEPTEMBER 19 66

Clerk

SEP 22 1966

ALICE L. DUCK, CLERK
REGISTER

J. CONNOR OWENS, JR.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

STAPLETON, ALABAMA

Received In Office

SEP 22 1966

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this 10-3 19 66

by leaving a copy with

Sheriff claims 24 miles at

Ten Cents per mile Total \$ 2.40

TAYLOR WILKINS, Sheriff

BY W. Q. Tolbert
DEPUTY SHERIFF

Taylor Wilkins Sheriff
W. Q. Tolbert Deputy Sheriff
Stapleton

NOTE

Loan No. 1478Mobile, Alabama, 1-12-67**MASON PLAN CO., INC.**

115 St. Michael Street, Mobile, Alabama

For value received, the undersigned jointly and severally promise to pay to the order of **MASON PLAN CO., INC.**, at its office in the City of Mobile, Alabama, the sum of Three Hundred 400.00 Dollars, in 24 installments of \$ 17.42 each, and a final installment of \$ _____,

Maturity Date 1-12-67

on the 17 day of each and every month hereafter until paid, said principal amount being the cash advance and said installments including interest at the rate of three per cent a month on that part of the unpaid principal balance not in excess of \$200, and two per cent a month on that part of the unpaid principal balance in excess of \$200 but not exceeding \$300.

Payment of principal and interest shall be made in consecutive monthly installments as indicated above beginning on the above stated due date for the first installment and continuing on the same day of each succeeding month with a final installment covering any unpaid balance, including interest, until principal and interest have been fully paid.

If the principal amount of this note or of any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the above rates for six months after the due date of the final installment of principal or interest, after which the amount then due shall bear interest at the rate of eight per cent per annum until fully paid.

Every payment made hereon shall be applied first to interest to date of actual payment and the remainder to principal. In the computation of interest, one month shall be that period of time in a month to a corresponding date in the next month and if there is not such corresponding date then to the next day of the next month; and a day shall be considered 1/30 of month when computation is made for a fraction of a month.

The insolvency of any obligor hereon, or the filing by or against any obligor hereon of any petition or proceeding in receivership or in bankruptcy or under any statute of the United States relating to bankruptcy or compositions, or default in the payment of any installment of the principal or interest hereof, or of any part of either, shall, at the option of the holder hereof, and without notice or demand, render the entire unpaid balance of the principal hereof and accrued interest hereon at once due and payable, and in addition thereto the obligors hereunder agree to pay all reasonable costs of collection, including a reasonable attorney's fee, provided, however, that holder shall in no event receive or participate in such collection costs or attorney's fees. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

Extension of the time of payment of all or any part of the amount owing hereon at any time or times, or any variation, modification or waiver of any term or condition hereof at any time or times, shall not affect the liability of any obligor hereof, it being the intent of all of the obligors that they shall continue jointly and severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. All obligors hereon both individually and severally hereby waive notice of acceptance, presentment for payment, demand, protest, notice of demand, non-payment, and protest of this note, and further waive all rights of exemption of every kind under the laws of the State of Alabama or any other state.

Cuts

Name of Borrower

Address of Borrower

Amount of Advance \$ 300.00Interest @ 3% \$ _____Insurance \$ 40.00

Filing \$ _____

Name of Person Making Loan

Witness our hands and seals this date

Signature of Borrower

Address of Borrower

Endorser

Address of Endorser

453