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	· · · · · · · · · · · · · · · · · · ·	Seminole,	Ala.	ING \$300	.00.	
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seription of property mortgaged: toron Make Model No. Body Style Deluxo-or Standard Serial No. Motor No. Cyl. Year <u>Standard Ldr</u> S59A2690 59 Complete with all equipment, parts and accessories now thereon or hereafter attached or placed thereon by the mortgager. ND/OR HHG No. Description No. Description No. Description Standard Description A De	cumulative and in addition to every of the terms, conditions, covenants, r gor, or any application made, or an the Mortgagor's property, or if any if the Mortgage shall at any time, part thereof, then and in any such with, anything to the contrary there wherever situated, without notice or at the place of sale, upon such ton and in such case, the sale shall be perty; but in the event of such sale said property; and second, there sh amount or amounts due to Mortgag realized upon the sale be insufficier any have against the Mortgagee, it contained, or otherwise. This mortgage shall be bindin	event, the Morigagee may decide of, herein and in said note not r proceeding at law or in equity ms and in such mamor as the b held according to such requir , out of the proceeds thereof sh all be paid all sums due and u gee; or its assigns, from the Ma to pay said indebtedness and Said Morigagor does hereby exp is agents or employees resulting ag on the heirs, executors, admin	The the whole sum remaining withstanding; and the Morte y, and soll the same at publ Mortgagee may determine, t ements. The Mortgagee shal all be paid first all statutory impaid on said note; and the brigager, shall be paid to the d expenses, and any other an pressly waive any action or from the repossession, remo- nistrators, successors, and ass	secure and takes imm lic or private sale, wi unless the State Larws II have the right at a costs and other exper- niad, any balance re- e Mortgagor; and it is neunts secured by this right of action or any val or retention of sa- signs, of the Mortgagor	ichopy, to be due and ichopy, to be due and proscribe a procedure my such sale, to purch uses of taking possessic sagreed that in the or a morigage, the Mortgo y claims whatseever this property, or any pr , and as to all of its ri	lofcult on any st the Moxtga- any or all of mt thereof, or perty, or any payable forth- said property said property said property said subject and selling ag any other year the sums gor shall pay het Mortgagor operty therein ghts and priv-
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EHICLE Pontiac 4dr 85942690 59 Complete with all equipment, parts and accessories now thereon or hereafter attached or placed thereon by the mortgagor. 59 No. Description No. Description No. Description refrig Gibson gas stove Norge 1 1 1 3 beds 20th Nov 19.64 19.64	cumulative and in addition to every of the terms, conditions, covenants, r goz, or any application made, or an the Mortgagor's property, or if any if the Mortgage shall at any time, part thereof, then and in any such with, anything to the contrary there wherever situated, without notice or at the place of sale, upon such ton and in such case, the sale shall be perty; but in the event of such sale said property; and second, there sh amount or amounts due to Mortgag realized upon the sale be insufficien any have against the Mortgagee, it contained, or otherwise. This mortgage shall be bindin ileges it shall inure to the benofit of verbal or written. This mortgage is	event, the Morigagee may decide of, herein and in said note not r proceeding at law or in equity ms and in such mamor as the sheld according to such requir , out of the proceeds thereof sh all be paid all sums due and u pee; or its assigns, from the Ma at to pay said indebtedness and Said Mortgagor does hereby exp is agents or employees resulting ag on the heirs, executors, admir the successors, and assigns of i	The the whole sum remaining withstanding; and the Morte r, and sell the same at publ- Mortgagee may determine, to ements. The Mortgagee shal all be paid first all statutory impaid on said note; and the intrage, shall be paid to the depenses, and any other an pressly waive any action or from the repossession, remo- nistrators, successors, and ass the Mortgagee, and it contain ances made by the Mortgage	section of the section of any take imm lie or private sale, wi unless the State Laws Il have the right at a costs and other exper- ind, any balance re- bounts secured by this right of action or any val or retention of sa- signs, of the Mortgagor, so to the Mortgagor, so	ichopy, to basession of ith or without having proscribe a procedure maining after deducti s agreed that in the of a mortgage, the Mortgag r claims whatseever th id property, or any pr r, and as to all of its ri at between the partically lis	ofcult on any st the Mortga- my or all of mt thereof, or perty, or any payable forth- said property said property said property said property asso said pro- on such sale, asso said pro- on and selling ag any other vent the sums got shall pay at Mortgagor operty therein ghts and priv- hereto, either
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GENERAL FINANCE LOAN COMPANY X OF PENSACOLA EAST, a corporation, X Plaintiff, X IN THE CIRCUIT COURT OF vs. χ BALDWIN COUNTY, ALABAMA ROY LINDEN MALONE and ANNIE X AT LAW NO. 7246 F. MALONE, his wife, χ Defendants. X

DEMURRER

Comes now the Plaintiff in the above styled cause by its attorneys and demurs to the counter-claim heretofore filed in the above styled cause on behalf of the Defendants and as grounds therefor shows unto the Court as follows:

 That said counter-claim does not state a cause of action.

2. That said counter-claim is defective in its form and substance.

3. That there is a misjoinder of causes of action in said counter-claim.

4. That said counter-claim contains defensive material not amounting to a cause of action against the Plaintiff.

5. That said counter-claim seeks to join matters ex contractu with matters ex delicto.

CHASON, STONE & CHASON

Attorneys for Plaintiff

CERTIFICATE OF SU

I certify that a copy of the fourier pleading has been served upon council for all parties to this proceeding, the mailing the same to each by First Class United States Mail, properly addressed and pastage prepaid on this <u>27</u> day

of Alecenster, 1966. L

FILED DEC 27 1550 AUEL DUCK, SCERK REGISTRA

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IN THE CIRCUIT COURT OF BALDWIN COUNTY, STATE OF ALABAMA.

GENERAL FINANCE LOAN COMPANY OF PENSACOLA EAST, a corporation,

Plaintiff,

vs.

ANSWER AND COUNTER-CLAIM

LAW SIDE No. 7246

ROY LINDEN MALONE and ANNIE F. MALONE, his wife,

Defendants.

Comes now the Defendants, in person, filing their answer and counter-claim to the action filed by the Plaintiff herein, aver and allege as follows:

 As to Count One, all of the material allegations therein contained are untrue and denied, except these Defendants admit signing a note, but they deny that any amount is now due and owing on same.
 BY WAY OF FURTHER ANSWER AND COUNTER-CLAIM, THE DEFENDANTS AVER AND ALLEGE AS FOLLOWS:

1. That the foregoing answer is filed subject to Motion requiring the Plaintiff to attach a true and correct copy of the note and/or written instrument on which they claim, and these defendants pray that the action be dismissed if this is not done forthwith and copy of said photostat served upon them by mail.

2. That when the Plaintiff signed some writing in Pensacola, Florida, they purchased at the same time an automobile and this same Plaintiff sold them automobile collision insurance which they informed these Defendants would cover any damage to said automobile, and that said automobile was wrecked and damaged in the sum of and it turned out that said automobile was not covered by collision insurance at the time as the Plaintiff herein promised and agreed that the same would be and the Defendants lost at least the xum of \$330.00

532

by reason of not having the insurance as agreed to and promised by the Plaintiffs herein and as paid for by these defendants.

3. That the Plaintiff herein is charging an excessive rate of interest and is guilty of usurious interest charges, that is, charging the Defendant more than the lawful interest rate and they request a full and complete accounting of all monies that have been paid by these defendants to the plaintiff and for a recovery of double the amount of the usurious charge made by the Plaintiff herein.

4. That the Defendant, Annie F. Malone, was an accommodation endorser on said paper and received no part of the money represented by any paper writing which she signed, and that prior to the loan for said automobile, the defendants herein already owed the Plaintiff about \$200.00 and that the plaintiff herein overcharged them in interest and other charges thereby violating the usury laws and these defendants request a full accounting by said Plaintiff.

WHEREFORE, the defendants pray that the Plaintiff take nothing by reason of said action and that the same be dismissed, and that the Defendants have trial by jury of the issues herein raised.

RACY INDEN MATONE

ANNER MATONE

I hereby certify that a true copy of the foregoing was duly served on John Earle Chason, Chason, Stone & Chason, Attorneys at Law, Foley, Alabama, Attorney for Plaintiff, this the <u>30</u> day of November, 1966, by mail.

nEC 6 1966

Roy I only Malan ROY LINDEN MALONE



Route 1, Box 329 Seminole, Alabama. December 2, 1966

Mrs. Alice J. Duck, Clerk, Circuit Court, Baldwin County, Bay Minette, Alabama

Dear Mrs. Duck:

Herewith enclosed you will find the original answer in the case of General Finance Loan Company of Pensacola, East, a corporation, vs. Roy Linden Malone and Annie F. Malone, his wife.

Please file this of record for us and notify us by return mail at the above address of any further proceedings in this case.

Very truly yours,

ROY LINDEN MALONE Roy Genden Malone

ANNIE F. MALONE Annie F. Malone

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO: ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Roy Linden Malone and Annie F. Malone, his wife, to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of General Finance Loan Company of Pensacola, East, a corporation.

Witness my hand this $\int \frac{d}{d} ddy$ of November, 1966.

alice A. Duck,

GENERAL FINANCE LOAN COMPANY X DF PENSACOLA, EAST, a corporation, X IN THE CIRCUIT COURT OF Plaintiff, X

vs

BALDWIN COUNTY, ALABAMA

LAW SIDE

7246

ROY LINDEN MALONE and ANNIE F. X MALONE, his wife, X

Defendants.

COUNT ONE:

Y

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The Plaintiff claims of the Defendants Three Hundred Sixty-two Dollars and Eleven Cents (\$362.11) due by promissory note made by them on the 20th day of November, 1964, and payable on, to-20th day of November wit: the 1st day of September, 1966, with interest thereon, which sum of money is still unpaid.

The Plaintiff avers that in, by and as a part of said note the Defendants agreed to pay all costs of collecting, or securing or attempting to collect or secure said note, including a 530 reasonable attorney's fee whether the same be collected or secured by suit or otherwise and the Plaintiff further claims of the Defendants the further and additional sum of Seventy-five Dollars (\$75.00) as such reasonable attorney's fee.

CHASON, STONE & CHASON

By: Attorneys for Plaintiff son FILED WOV 8 1966 AUGE & MICK, CLERK REGISTER

68-11-17-66

7246 Received day of Thom. 1965 day of 2nd GENERAL FINANCE LOAN COMPANY OF and on 66 PENSACOLA, EAST, a corporation, served a copy of the within Roy Linden Malone \sim Plaintiff, = By service on_ TAYLOR WILKING s, /Sheri ٧Ş. ROY LINDEN MALONE and ANNIE F. MALONE, his wife, Seminales manole Defendants. Shorth claims 18.0. IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA " Carlisle Children AT LAW SUMMONS AND COMPLAINT NOV 8 1966 CHASON, STONE & CHASON Attorneys At Law P. O. Box 120 BAY MINETTE, ALABAMA