

DUE DATE		NAME		Borrowers		WIFE		ACCOUNT NO.	
		Colman, Samuel B., Jr.		Wife		17		978	
ADDRESS		HOME PHONE		LENDER, (LICENSEE) - ADDRESS					
AND		937-7271		G.A.C. Finance Corporation of Mobile #3		400-50			
CHANGES		937-7706		31 South Conception Street		Mobile, Alabama			
DATE OF NOTE:		DATE OF FIRST INSTALLMENT:		SUCCEEDING INSTALLMENTS PAYABLE ON:		DAY OF EACH MONTH			
10-15-65		11-15-65		15th					
TOTAL AMOUNT DUE ON NOTE AND ACTUAL AMOUNT OF LOAN (CASH ADVANCE)		PAYABLE IN		FIRST INSTALLMENT		EACH SUCCEEDING INSTALLMENT:		FINAL INSTALLMENT OF \$	
\$ 200.00		24		17.42		17.42		17.42	
		CONSECUTIVE MONTHLY INSTALLMENTS				(EXCEPT FINAL)		PAYABLE ON 10-15-67	
								EQUAL IN ANY CASE TO UNPAID PRINCIPAL AND INTEREST	
								SECURITY	
								Furniture	
INSURANCE		EXPIRES		LIFE INS.		TITLE		FILE & REC.	
379728		10-15-67		no		no		FILED 2.40	

TOTAL INDEBTEDNESS
(TO BE WRITTEN IN WORDS)

THREE HUNDRED DOLLARS AND NO CENTS

AGREED RATE OF CHARGE { Three per centum (3%) per month on any part of the unpaid principal balance of the loan not exceeding Two Hundred Dollars (\$200.00), and two per centum (2%) per month on that part of the unpaid principal balance exceeding Two Hundred Dollars (\$200.00) but not exceeding Three Hundred Dollars (\$300.00). The rate of charge for each day in a fraction of a month is one-thirtieth (1/30) of the monthly rate.

NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the Lender named above in its said office, the Total Amount Due On Note as stated above in the number and amount of successive monthly installments as shown above including interest at the agreed rate as shown above, the first of which installments shall be payable on the date as shown above and each succeeding installment shall be payable on the same day of each succeeding month thereafter together with a final installment covering any unpaid balance including interest as aforesaid which final installment shall be payable on the date as stated above. If this Note is not paid at maturity it shall continue to bear interest at said rate stated above for a period of six (6) months after the due date of the final installment; thereafter interest will be charged at a rate not to exceed eight per cent (8%) per annum.

A default in the payment of any installment or any part of the installment shall at the option of the holder, assignee or any subsequent holder and without notice or demand render the entire unpaid balance due and payable and acceptance of payment after default shall not constitute a waiver of such default. Extension of the time of payment of all or any part of the amount owing on this Note at any time or times shall not affect the liability of any party to the Note or surety or guarantor. Sureties or guarantors and all parties to this Note, severally waive demand and presentment of payment, notice of non-payment and notice of protest of this Note. Sunday and holiday due dates are extended to the next business day. Payment in advance may be made in any amount at any time. Payments when made shall be applied first to charges computed in full to date thereof and the remainder to principal. Charges shall be computed upon unpaid principal balances and upon the basis of the number of days actually elapsed and for the purpose of such computation one month shall be that period of time from any date in a month to a corresponding date in the next month and if there is no such corresponding date, then to the next day of the next month and a day shall be considered one-thirtieth (1/30) of a month when computation is made for a fraction of a month.

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 date of payment of all or any part of the amount owing hereon at any time or times and further waive all rights of exemption under the laws of this or any other state. The caption hereof is a part of this Note.

The undersigned hereby acknowledges receipt of a Loan Statement as is required by Section 15(a) of the Alabama Small Loan Act. This Note is made pursuant to the provisions of said Act and subject to all the terms and provisions thereof and notwithstanding any language used herein shall not be construed to contract for or charge a greater amount than allowed by said Act and any overcharge made under such provision shall be adjusted upon final payment.

Agent of Licensee Making Loan, (Witness)

(Witness)

Wife *William Colman* (Seal)

Husband *S.B. Colman Jr.* (Seal)

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Wilma Coleman and S. R. Coleman, Jr., also known as Samuel R. Coleman, Jr., to appear and plead, answer or demur within thirty days from the service hereof to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, at Law, by G. A. C. Finance Company, as Plaintiff, and against Wilma Coleman and S. R. Coleman, Jr., also known as Samuel R. Coleman, Jr., as Defendants.

WITNESS my hand this 16th day of December, 1966.

Oliver J. Duck
Register

G. A. C. FINANCE COMPANY,

Plaintiff

Vs.

WILMA COLEMAN and S. R.
COLEMAN, Jr., also known
as SAMUEL R. COLEMAN, Jr.,

Defendants

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7314

The Plaintiff claims of the Defendants \$300.00 due by Promissory Note made by them on the 15th day of October, 1965, payable in installments of \$17.42 each, the first installment being due and payable on the 15th day of November, 1965. The Plaintiff avers that this Note provides that a default in payment of any installment or part of the installment shall, at the option of the holder- -without notice or demand, render the entire unpaid balance due and payable. The Plaintiff avers that the Defendants have defaulted in this Note by their failure to make any payments on the principal of said Note. By the filing of this suit, the Plaintiff does declare this Note to be in default.

*Exceeded 12-20-66
Taylor Wilkins Jr.
W.A. Tolbert D.S.*

WINTERS & BRANTLEY

BY: *Seamus M. Brantley*

Attorneys for Plaintiff

FILED
DEC 16 1966
RICE L. DUCK, CLERK
REGISTER

504

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO.

7314

G.A.C. FINANCE COMPANY,

Plaintiff

Vs.

WILMA COLEMAN and S. R.
COLEMAN, Jr., also known
as SAMUEL R. COLEMAN, Jr.,

Stuart
B. M. Defendants

1/6 Samuel Coleman, Jr.

WILTERS & BRANTLEY

Attorneys for Plaintiff

FILED

DEC 16 1966

CLERK
J. D. DICK, REGISTER

Received 16 day of Dec. 1966

and on 20 day of Dec 1966

I served a copy of the within St. C.

on Wilma Coleman &

S. R. Coleman, Jr.

By service on _____

TAYLOR WILKINS, Sheriff

By W. A. Tolbert

4 miles north of B.

Sheriff claims 16 miles at

Ten Cents per mile Total 1.60

TAYLOR WILKINS, Sheriff

By W. A. Tolbert

DEPUTY SHERIFF

HARRY J. WILTERS, JR.
TOLBERT M. BRANTLEY

LAW OFFICES OF
WILTERS & BRANTLEY
P. O. BOX 968
BAY MINETTE, ALABAMA 36507

PHONE
BAY MINETTE 937-5533

January 31, 1972

Mrs. Eunice Blackmon
Circuit Clerk
Bay Minette, Alabama

RE: GAC vs. Wilma and S. R. Coleman
Case #7314

Dear Mrs. Blackmon:

Please issue another execution in the above styled case.

Mr. Byrd has already collected this judgment but needs
an execution form on which to make his return.

Yours truly,


T. M. Brantley

Copy of Ex. 1-26-72

TMB/jcw