FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 949-2201 FOLEY, ALABAMA 36535

April 5, 1967

MAY 1 5 1967

Honorable Telfair Mashburn Judge of Circuit Court Bay Minette, Alabama 36507

> Southern Discount Re:

Randolph R. Waldrop, Sr. and Sara M. Waldrop Vs:

Dear Judge Mashburn:

34

Wa.

No. 7393

Kindly render a judgment for \$844.62 principal on a promissory waive note, plus interest in amount of \$50.00, plus attorney's fee of \$150.00, for a total of \$1,044.62. Original promissory waive note is enclosed.

Cordially yours,

FOREST A. CHRISTIAN

-ON ALABAMA'S BEAUTIFUL GULF COAST-

NOTE - LOAN STATEMENT - BILL

Southern Discount Co.

49.00

LOAN NO 136

Ren

204 Roswell St.				rietta		Cobb	
9-21-64	AMT, OF LOAN (BAME AS NOTE UP TO 16 MO'S.)	1176	.00	19.00	EXCEPT FINAL	PAYABLE IN	PAYMEN
FIRST PAYMENT DUE	OTHERS	FINAL PAYMEN	T DUE DATE	FINAL PAYMENT (A	MOUNT)		

ompany, the undersigned, jointly and severally, promise to pay to the order of said company at its said office the amount of this note in installments of sts of collection, including fifteen (15%) per cent attorney's fees if collected by law or through an attorney at law and also a late or delinquent charge tallment which is not paid within five (5) days from its due date showever this late or delinquent charge shall not be collected more than once for the atter stated above at eight (8%) per cent per annum on the unpaid balance. Failure to pay any installment promptly when due, time being of the essence, with or without notice, render all remaining installments due and payable. of a loan made by the above company, the undersigned, jointly dates shown above with all costs of collection, including fifteen to (\$1.00) dollar of any installment which is not paid within at after "Final Payment Due Date" stated above at eight (8%) p

of this contract, shall, at the option of the holder hereof, AMOUNT OF NOTE Amounts Charged and Disbursed for the Account of the Borrower: 4. Acc. and Health Ins. Amt. per 5. Policy Writing 6. Household Goods Ins. Amt. \$ Level M Reducing | 7. Auto Fire & Theft Amt, \$ Collision Amt. S 8. Non-Recording Ins. Amt, of Loan Balance 9. To Be Renewed Lete Ins à & 'n 10. Delinquent Charges (Subtract) 699 TOTAL DISBURSED

Each of us, whether Principal, Surety, Endorser, Guarantor, or other party hereto, hereby severally waives and renounces, each for himself and family, any and all homestead or exemption rights either of us may have under or by virtue of the Constitution or Laws of Georgia, any other State, or the United States, as against this debt or any renewal thereof; and the undersigned, and each Surrty, Endorser, Guarantor, or other party to this note, irransfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to pay this note in full, with all costs of collection; and each further waives demand, protest and non-payment. Each of us further agrees that this note or any installment may be renewed or extended and any security may be released or substituted without notice to us and without affecting our liability.

The replacing agree that chould the Holder secont as partial required of principal or interest, the

The undersigned agree that, should the Holder accept a partial payment of principal or interest, the remaining portion of the payment or payments due is not waived, and may be collected at any future time. The Holder shall have the right to accept smaller payments at its option. Failure of the Holder to exercise any of its rights bereinder shall not constitute a waiver hereof.

If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder. The undersigned jointly and severally represent and warrant that each of them is at least twenty-one years of age, and laboring under no disability to contract, and that none of them contemplates making application for a homestead or for adjudication as a bankrupt, and that none of them contemplates moving from its present address, and that

BILL OF SALE TO SECURE DEBT

FOR VALUE RECEIVED, the undersigned hereby sells, conveys and assigns to the above named Company the property described below, together with all accessories and equipment attached thereto or used in connection therewith. The undersigned represents and warrants that undersigned has title to said property and the right to give this bill of sale and that there are no lieus or enumbrances thereon. This bill of sale is intended to convey as complete title as may be conveyed under the laws of Georgia, and shall secure an indebtedness of the undersigned to said Company, said debt being the loan described above, and the amount thereof shall be the amount named in "amount of note," evidenced by the above promissory note executed by the undersigned (with or without other makers) to said Company and dated this date and payable in installments as above set forth, together with any and all renewals or extensions thereof, in whole or in part, and shall likewise secure any and all other indebtedness which the undersigned, jointly or severally, may now or hereafter owe said Company or assigns either directly, indirectly, primarily or secondarily.

Said Company and assigns shall be aspherented to all engagements and claims until off ancient waid.

or secondarily.

Said Company and assigns shall be subrogated to all encumbrances and claims paid off against said property with monies advanced by said Company or assigns. Undersigned shall keep said property fully insured against all substantial risks or losses, with insurance reasonably related to the type and value of the property insured and the amount and term of loan with loss payable to said Company or assigns, and shall pay all premiums and shall pay all taxes and other charges against said property promptly when the same become due. The loss or -destruction of said property from any cause, with or without fault of undersigned, shall not affect in any way the liability of undersigned to repay any and all indeltedness hereby secured. Undersigned shall not use said property illegally and shall not remove it from this State and shall not sell, encumber or dispose of said property without the permission of said Company or assigns. Undersigned shall keen said property in good and serviceable condition and repair and shall not allow the same to be misused or abused.

same to be misused or abused.

In addition to all other obligations herein, the undersigned shall hay all actual lawful fees haid to a public official or agency of this State for filing, recording, or releasing this instrument. (If insurance of the obtained by said Company against the risk of non-recording, then in lieu of the fees haid for filing and recording this instrument, the undersigned shall have the premium actually haid for such insurance); and the undersigned shall also hay the actual and reasonable expenses of repossessing, storing and selling any collateral pledged as security for this contract, if in default.

Should undersigned fail to pay any indebtedness hereby secured or the interest thereon when the same becomes due or default in any of the undersigned's other obligations or covenants hereunder (time hereby made of the essence hereof), the entire indebtedness hereby secured shall at the option of said Company or assigns, become immediately due and payable, and said Company or assigns, or any officer, agent or attorney thereof, may enter upon the premises of undersigned and take possession of said property and may sell the same either at public or private sale, with or without advertisement, on such terms as said Company or assigns may deem best and said Company or assigns may bid and purchase at such sale, all without any notice or demand whatever, to undersigned,

The proceeds of any such sale shall be applied first to the payment of all obligations recited here in, and the expenses of such sale and to the indebtedness hereby secured, and the balance if any shall be returned to undersigned. The taking possession of said property shall not effect the liability of undersigned in any way, and after a sale thereof undersigned shall remain liable for any deficiency remaining after the application of the net proceeds of any such sale. Neither said Company nor assigns nor any officer, agent or attorney thereof shall be liable in any way to undersigned for entering any premises or taking possession of said property. The rights and remedies herein granted are cumulative of those granted by law.

DESCRIPTION OF PERSONAL PROPERTY

All of the household goods and each automobile now located in or about Sellers' residence at their address above set forth including, but not limited to the following:

HHG, All of the household furn. want specifically identified on that certain Financing Statement Form #1, completed and separately recorded pursuant to the Uniform Commercial Code, State of Georgia

I bereby further agree that said property shall not be removed beyond the limits of said county without the written permission of the payee.

I hereby make application to the above-named lender for the insurance itemized in this statement and declare that the purchase is entirely voluntary and has not been made compulsory by the creditor. The option has been extended to me to purchase the insurance from any agent of my choice. I freely choose the above-named agent and authorize him to deduct from the proceeds of my note the aforesaid

The undersigned, jointly and severally, waive any right of privacy of any nature in connection with this instrument, regardless of whether or not the debt evidenced thereby may be contested, and agree that the lender may at its option communicate with any persons whatsoever with relation to the obligation involved, or its delinquency, or in an effort to obtain conferation or help relative to the collection or payment thereof.

Given under our/my hand and seal the date the loan was made as above stated and a copy of said loan contract and a written itemized statement

Agreed to and Approved by All Parties Hereton For The Above-Named Company Signed, Sealed and Delivered

OFFICE COPY

Cash Received From Loan

NOTE - LOAN STATEMENT - SECURITY AGREEMENT LOAN NO. Sara Waldrop Mrs. Southern Discount Company 1418 Dallas Road 204 Roswell St. Marietta, Ga. ADDRESS city a state Marietta, Georgia Type or Rubber Stamp Name and Address of Licensee Company PAYABLE IN AMT. OF LOAN (SAME AS NOTE UP TO 18 MO'S.) 132.00 MT. OF PAYMENTS-EXCEPT FINAL DATE LOAN MADE AMT. OF NOTE 10- 29-II.00 FINAL PAYMENT (AMOUNT) 12 OTHERS FINAL PAYMENT DUE DATE BORROWER'S COUNTY <u> 11-29-65</u> 11.00 20 11-29-66 Cobb In consideration of a loan made by the above company, the undersigned, jointly and severally, promise to pay to the order of said company at its said office the amount of this note in installments of the amounts and upon the dates shown above with all costs of collection, including fifteen (15%) per cent attorney's fees if collected by law or through an attorney at law and also a late or delinquent charge of five (5c) cents for each one (\$1.00) dollar of any installment which is not paid within (5) days from its due date. (However, this late or delinquent charge shall not be collected more than once for the same default.) Failure to pay any installment when due, time being of the essence of this contract, shall, at the option of the holder hereof, with or without notice, render all remaining installments due and payable. or without notice, render all remaining installments due and payable.

Each of us, whether Principal, Surety, Endorser, Guarantor, or other party hereto, hereby severally waives and renounces, each for himself and family, any and all homestead or exemption rights either of us may have under or by virtue of the Constitution or Laws of Georgia, any other States, or the United States, as against this debt or any renewal thereof; and the undersigned, and each Surety, Endorser, or extended and any security may be released or substituted without notice to us and without affecting amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to pay this note in full, with all costs of collection; and each further waives presentments demand, protest and notice of demand, protest and non-payment. Each of us further agrees that this note or any installment may be renewed or extended and any security may be released or substituted without notice to us and without affecting our liability.

The professioned sures that should the Holder accent a partial payment of principal or interest, the AMOUNT OF NOTE Amounts Charged and Disbursed for the Account of the Borrower: 1. Interest 105 Seco \$ Amt. S ... The undersigned agree that, should the Holder accept a partial payment of principal or interest, the remaining portion of the payment or payments due is not waived, and may be collected at any future time. The Holder shall have the right to accept smaller payments at its option. Failure of the Holder to exercise any of its rights hereunder shall not constitute a waiver hereof. 4. Health los. Amt. per Mo. \$ 5. Other to exercise any of its rights hereunder shall not constitute a waiver hereof.

If any of the undersigned is a married woman, she represents and warrants that this instrument has been_executed_in_her_behalf_mand for_her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder. The undersigned jointly and severally represent and warrant that each of them is at least twenty-one years of age, and laboring under no disability to contract, and that none of them contemplates making application for a homestead or for adjudication as a bankrupt, and that none of them contemplates moving from its present address, and that each is solvent. 6. Household Goods Ins. Amt. S Reducing [Level The second 7. Jas. Fire & Theft Amt. \$.. Collision Amf. Rec. SECURITY AGREEMENT 8. Non-Recording Ins. [FOR VALUE RECEIVED, the undersigned Borrower, with the intent of conveying title, hereby sells, assigns, pledges and conveys to the above-named company a security interest in the property described below, together with all equipment, parts, accessories, additions, attachments, accessions and other goods, and all replacements thereof now or hereafter installed in, affixed to, or used in connection with the said property, and all other goods of the same class now or hereafter acquired by the undersigned (herein collectively called the "Collateral").

The Collateral shall secure the undersigned's obligation to pay as evidenced by the aforesaid promissory note executed by the undersigned to said Company and dated this day and payable in installments as above set forth, together with any and all extensions or renewals thereof, in whole or in part, and any and all other indebtedness which the undersigned, jointly or severally, may now or hereafter of the Company, either directly, indirectly, primarily or secondarily (all of the foregoing being hereafter referred to as "Obligations".)

The undersigned hereby warrants and covenants that: 9. Amt. of Loan Balance To Be Renewed S Loan No. Less Refunds: Below Total Refunds S The undersigned hereby warrants and covenants that: The undersigned hereby warrants and covenants that:

The Collateral is bought or used primarily for Personal, family, or household purposes, Farming operations, Business, and if checked here is being acquired with the proceeds of the note, which will be used for no other purpose, and which the Company may disburse directly to the seller of the Collateral, or to the seller and undersigned jointly, or which will be paid by the undersigned to the seller within ten (10) days from date.

The above address is the residence of the undersigned if the Collateral is to be used primarily for personal, family or household purposes or for farming purposes, and is the undersigned's principal place of business in this State if the Collateral is to be used for business purposes. If the Collateral is of a type normally used in more than one State and the undersigned has a place of business in more than Net Amount To Be Renewed S 10. Delinquent Charnes one State, the undersigned's chief place of business is, 4. 5 The undersigned owns and has full power and authority to pledge the Collateral and covenants that the Company will be given prompt written notice of any changes in residence or in the establishment, change or discontinuance of any of its places of business, and that if any item of Collateral is a motor vehicle, that it will obtain a certificate of title where necessare thereto which notes a lien or encumbrance thereon in favor of the Company for the amount of the obligation. (Subtract) S 15/6 TOTAL DISBURSED Cash Received From Loan Said Company and assigns shall be subrogated to all encumbrances and claims paid off against said Collateral with moneys advanced by said Company or assigns. Undersigned shall keep said Collateral fully insured against all substantial risks or losses, with insurance reasonably related to the type and value of the Collateral insured and the amount and term of the loan with loss payable to said Company or assigns, and shall pay all premiums and shall pay all taxes and other charges against said Collateral promptly when the same become due. The loss or destruction of said Collateral said collateral inlegally and shall not remove it from this State and shall not sell, encumber or dispose of said Collateral without the permission of said Company or assigns. Undersigned shall keep said Collateral in good and serviceable condition and repair and shall not allow the same to be misused or abused. The Collateral shall remain personal perperty.

In addition to all other Obligations herein, the undersigned shall pay all actual lawful fees paid to a public official or agency or this State for filing, recording, or releasing this instrument. (If insurance is obtained by said Company against the risk of non-recording, then in lieu of the fees paid for filing and recording this instrument, the undersigned shall pay the premium actually paid for such insurance.) The undersigned shall also pay the actual and reasonable expenses of repossessing, storing and solling any Collateral pledged as security for this contract, if in default.

Should the undersigned shall also pay the actual and reasonable expenses of repossessing, storing and equal to a respect to the undersigned shall can be a property of the properties of the pulgarity of the collateral pledged as security for this contract, if in default. Should for such insurance.) The undersigned shall also pay the actual and reasonable expenses of repossessing, storing and selling any Collateral piedged as security for this contract, if in default.

Should the undersigned fail to pay any Obligations hereby secured or the interest thereon when the same becomes due, or default in any of the undersigned's other obligations or covenants hereunder (time being hereby made of the essence hereof), the entire indebtedness hereby secured shall at the option of said Company or assigns become immediately due and payable without notice to the undersigned, and the Company or assigns shall then have the remedies of a secured party under the Uniform Commercial Code of Georgia (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted), including without limitation thereto, the right to take possession of the Collateral, and for that purpose the Company may, so far as the undersigned on account of entering any premises on which the collateral or any part thereof may be situated and remove the same therefrom, without being liable in any way to the undersigned on account of entering any premises. The Company may require the undersigned to assemble the Collateral and make the Collateral available to the Company at a place to be designated by the Company which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Company shall give the undersigned prior written notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed postage prepaid to the undersigned at his last address shown on the Company's records at least five days before such disposition.

The rights and company the undersigned privated as account for the contract of the contr The rights and remedies herein granted are cumulative of those granted by law. DESCRIPTION OF COLLATERAL All of the household goods and each automobile now located in or about the undersigned's residence at the address above set forth, plus the additional Collateral named below, including, but not limited to the following: SSM The undersigned further agrees that said Collateral shall not be removed beyond the limits of said county without the written permission of the Company.

The undersigned hereby makes application to the above-named Company for the insurance itemized in this statement and declares that the purchase is entirely voluntary and has not been made compulsory by the Company. The option has been extended to the undersigned to purchase the insurance from any agent of my choice. The undersigned freely chooses the above-named agent and anthorizes it to deduct from the proceeds of the above note the aforesaid amount of premium.

The undersigned, jointly and severally, waive any right of privacy of any nature in connection with this instrument, regardless of whether or not the debt evidenced thereby may be contested, and agrees that the Company may at its option communicate with any persons whatsoever with relation to the Obligations involved, or its delinquency, or in an effort to obtain cooperation or help relative to the collection or payment thereof.

Given under our/my hand and seal the date the loan was made as above stated and receipt of the proceeds of said-loan together with a copy of said loan contract and a written itemized statement of the loan provision are hereby acknowledged. Agreed to and Approved by All Parties Hereto: (SEAL) For the Above-Named Company MANAGER AND AGENT (SEAL)

CL 501 (3-65)

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons RANDOLPH R. WALDROP, SR. and SARA M. WALDROP, to appear and plead and 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 SOUTHERN DISCOUNT COMPANY.

Witness my hand this the 24 day of February, 1967.

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COMPLAINT

SOUTHERN DISCOUNT COMPANY, X

PLAINTIFF. Y IN THE CIRCUIT COURT OF

VS: Y BALDWIN COUNTY, ALABAMA

RANDOLPH R. WALDROP, SR. and X AT LAW

SARA M. WALDROP,

DEFENDANTS. Y

COUNT I:

The Plaintiff claims of the Defendant EIGHT HUNDRED FORTY-FOUR & 62/100 DOLLARS (\$844.62), due by promissory waive note made by them on the 21st day of September, 1964, and payable on the 21st day of September, 1966, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be (NE HUNDRED FIFTY & 00/100 DOLLARS (\$150.00).

COUNT II

The Plaintiff claims of the Defendant EIGHT HUNDRED FORTY-FOUR & 62/100 DOLLARS (\$844.62), due by Note-Loan Statement-Bill of Sale made by them on the 21st day of September, 1964, and payable on the 21st day of September, 1966, with interest thereon.

Said contract provides for a reasonable attorney's fee, which the Plaintiff alleges to be ONE HUNDRED FIFTY & 00/100 DOLLARS (\$150.00).

Forest A. Christian, Attorney for the Plaintiff

Defendants' address:

Rear of Ann's Beauty Shop Bay Minette, Alabama

Ex sented 3-4-67

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(779 2/ 1967 177 1 1177 (2481)