

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

~~April 5, 1967~~

MAY 15 1967

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

Re: Southern Discount
Vs: Randolph R. Waldrop, Sr.
and Sara M. Waldrop

Dear Judge Mashburn:

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

NOTE-LOAN STATEMENT-BILL OF SALE

LOAN NO. 1196

Southern Discount Co.
204 Roswell St.

Marietta, Ga.

TYPE OR NUMBER OF FIRM AND ADDRESS OF LICENSEE OF ABOVE

BORROWER'S NAME Mr. & Mrs. Randolph Sr. Waldrop, Jr.
ADDRESS 1418 Dallas Rd.
CITY OF Marietta COUNTY OF Cobb GA.

| DATE LOAN MADE | AMT. OF LOAN (SAME AS NOTE UP TO 18 MO'S.) | AMT. OF NOTE | AMT. OF PAYMENTS-EXCEPT FINAL | PAYABLE IN | PAYMENTS |
|-------------------|--|------------------------|-------------------------------|------------|----------|
| 9-21-64 | | 1176.00 | 49.00 | 24 | |
| FIRST PAYMENT DUE | OTHERS | FINAL PAYMENT DUE DATE | FINAL PAYMENT (AMOUNT) | | |
| 11-8 1964 | 21 | 9-21-66 | 49.00 | Ren. | |

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 (5%) cents for each one (\$1.00) dollar of any installment which is not paid within five (5) days from its due date, however this late or delinquent charge shall not be collected more than once for the same default, plus interest after "Final Payment Due Date" 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 of this contract, shall, at the option of the holder hereof, with or without notice, render all remaining installments due and payable.

AMOUNT OF NOTE

\$1176.00

Amounts Charged and Disbursed for the

Account of the Borrower:

| | | | |
|---|---------------------|----------|---------|
| 1. Interest | | \$ | 162.20 |
| 2. Fee \$600 | Over \$600 | \$ | 23.04 |
| 3. Life Ins. | Amt. \$ | Prem. \$ | 47.04 |
| 4. Acc. and Health Ins. Amt. per Mo. \$ | | Prem. \$ | 70.56 |
| 5. Policy Writing | | \$ | |
| 6. Household Goods Ins. Amt. \$ | | Prem. \$ | 47.04 |
| Level <input checked="" type="checkbox"/> Reducing <input type="checkbox"/> | | | |
| 7. Auto Ins. Fire & Theft Amt. \$ | | Prem. \$ | |
| Collision | Amt. \$ | Prem. \$ | |
| 8. Non-Recording Ins. <input type="checkbox"/> | | Rec. Fee | \$ 3.50 |
| Amt. of Loan Balance | | | |
| 9. To Be Renewed | | \$ | 75.90 |
| Loan No. <u>10428</u> | Less Refunds: Below | | |
| Int | Fee | \$ | |
| Life | A & H | \$ | |
| Ins | Ins. | \$ | |
| | H. | \$ | |
| Auto | H. G. | \$ | |
| Total Refunds \$ | | | |
| Net Amount To Be Renewed \$ | | | 75.90 |
| 10. Delinquent Charges | | \$ | |
| 11. Payment on Behalf of Borrower to Others | | \$ | |
| 1. | | \$ | 617.10 |
| 2. | | \$ | |
| 3. | | \$ | |
| 4. | | \$ | |
| TOTAL DISBURSED | (Subtract) | \$ | 1042.80 |
| Cash Received From Loan | | \$ | 81.62 |

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 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, 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 herein, 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. ~~and~~ specifically identified on that certain Financing Statement Form #1, completed and separately recorded pursuant to the Uniform Commercial Code, State of Georgia

I hereby 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 amount of my 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 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 cooperation or help relative to the collection or payment thereof.

Given under our hand and seal the date the loan was made as above stated and a copy of said loan contract and a written itemized statement of the loan provision is hereby acknowledged.

Agreed to and Approved by All Parties Hereto:
For The Above-Named Company

x Sara M. Waldrop (SEAL)

By [Signature]

Signed, Sealed and Delivered
in the Presence of:

Randolph R. Waldrop Jr (SEAL)

NOTARY PUBLIC, GEORGIA STATE AT LARGE

OFFICE COPY

| | | | | |
|---|--|--|---|----------------------------------|
| Borrower's Name Mrs. Sara Waldrop | | Southern Discount Company 204 Roswell St. Marietta, Ga. | | |
| Address 1418 Dallas Road | | Type or Rubber Stamp Name and Address of Licensee Company | | |
| City & State Marietta, Georgia | | | | |
| DATE LOAN MADE 10-29-65 | AMT. OF LOAN (SAME AS NOTE UP TO 18 MO'S.) 132.00 | AMT. OF NOTE | AMT. OF PAYMENTS-EXCEPT FINAL 11.00 | PAYABLE IN 12 PAYMENTS |
| FIRST PAYMENT DUE 11-29-65 | OTHERS 29 | FINAL PAYMENT DUE DATE 11-29-66 | FINAL PAYMENT (AMOUNT) 11.00 | BORROWER'S COUNTY 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 promptly 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.

AMOUNT OF NOTE

Amounts Charged and Disbursed for the

Account of the Borrower:

1. Interest \$ 10.56
 2. Fee \$600 \$ 10.56 Over \$600 \$ 10.56
 3. Life Ins. Amt. \$ 132.00 Prem. \$ 2.64
 4. Acc. and Health Ins. Amt. per Mo. \$ 11.00 Prem. \$ 7.92
 5. Other \$
 6. Household Goods Ins. Amt. \$ Prem. \$

Level ☐ Reducing ☐

7. Fire & Theft Amt. \$ Prem. \$
 Collision Amt. \$ Prem. \$

8. Non-Recording Ins. ☐ Rec. Fee ☐ \$

9. Amt. of Loan Balance To Be Renewed \$ \$

Loan No. Less Refunds: Below

- Int. Fee \$
 Life A & H \$
 Ins. \$
 Auto H. G. \$

Total Refunds \$ Net Amount To Be Renewed \$

10. Delinquent Charges \$

11. Payment on Behalf of Borrower to Others \$

1. \$ 100.00
 2. \$
 3. \$
 4. \$

TOTAL DISBURSED

(Subtract) \$ 131.68

Cash Received From Loan

\$ 131.68

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 from any cause, with or without fault of the undersigned, shall not affect in any way the liability of the undersigned to pay any and all Obligations hereby secured. Undersigned shall not use said Collateral illegally 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 property.

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 selling any Collateral pledged 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 can give authority therefor, enter upon 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 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 authorizes 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:
For the Above-Named Company

By
MANAGER AND AGENT

Sara Waldrop (SEAL)

X (SEAL)

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.

Becky L. Duck
Clerk

** ** *

COMPLAINT

SOUTHERN DISCOUNT COMPANY, X
PLAINTIFF, X IN THE CIRCUIT COURT OF
VS: X BALDWIN COUNTY, ALABAMA
RANDOLPH R. WALDROP, SR. and X AT LAW
SARA M. WALDROP, X
DEFENDANTS. X 70.6067

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 ONE 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).

Defendants' address:

Rear of Ann's Beauty Shop
Bay Minette, Alabama

Executed
3-4-67

615

Forest A. Christian, Attorney for the Plaintiff

FILED

FEB 24 1967

FILED IN BOX CLERK REGISTER