

Account No. _____

NOTELOAN NO. 1871Date 12/23/63

For value received, I/we jointly and severally promise to pay to the order of

FAIRHOPE FINANCE COMPANY
390 Fairhope Avenue, Fairhope, Alabamathe sum of Four Hundred Eight + no/100 DOLLARS (\$ 408⁰⁰)Total Indebtedness
in 24 semi-monthly
monthly installments of \$ 17.00 each, the first installment due 1/25/64
and the final installment due 12/25/65**Maturity Date**

The makers, co-makers, endorsers, sureties, or guarantors of this note severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them and expressly waive as to this debt, all rights to claim exemptions under the constitution and laws of the State of Alabama or any other state in the United States; and they agree that the time of payment may be extended without notice to them of such extension. I/we agree to pay all reasonable attorney's fees and court costs incurred in the collection of this note.

I/we agree to pay an additional charge of 3% of any installment past due 15 or more days, whether by reason of default or extension agreement. Interest on this note shall accrue from the due date of the final installment hereunder to six months thereafter at the same rate as the original loan but only at 8% per annum after the final installment becomes six months delinquent.

We are over the age of 21 years, and for the purpose of securing said indebtedness, the undersigned, severally and jointly, grants, bargains, sells and conveys to the said payee, the following personal property:

Name of Borrower

Address of Borrower

Amount of Advance \$ 292.27Interest @ % \$ 115.73Insurance \$ 6.12Filing \$ 0

Name of Person Making Loan

STATE OF ALABAMA, _____ COUNTY.

I, _____, a Notary Public in and for said County
in said State, hereby certify that _____ whose name _____ signed to the foregoing mortgage, and who _____ known to me,
acknowledged before me on this day that, being informed of the contents of this mortgage, _____ executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this _____ day of _____, 196____.

Notary Public

Witness our hands and seals this date

X [Signature] (Seal)
Signature of Borrower

Address of Borrower

Endorser

Address of Endorser

JOHN V. DUCK
ATTORNEY AT LAW
P. O. BOX Y
FAIRHOPE, ALABAMA 36532

October 6, 1967

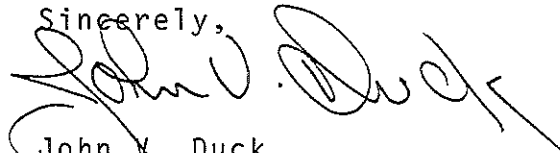
Mrs. Alice J. Duck
P. O. Box 239
Bay Minette, Ala.

Re: R. C. Macon vs.
Robert Pettaway
Civil Case No. 7508

Dear Mrs. Duck:

Would you please have the Judge enter a Judgment by Default on the enclosed note in the amount of \$339.00 principal and \$75.00 attorneys fees.

Sincerely,

A handwritten signature in dark ink, appearing to read "John V. Duck", with a stylized flourish at the end.

John V. Duck

JVD:lh
Encls.

JOHN V. DUCK
~~DUCK & LACEY~~

Attorneys at Law

P. O. DRAWER A-J - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck
Bay Minette, Ala.

DATE

7508

DATE May 4, 1967

Re: R. C. Macon, dba Fairhope Finance Co.

vs. Robert Pettaway

Dear Mrs. Duck:

Enclosed please find Bill of Complaint to be
filed together with copy of same and Summons
to be served.

Sincerely,

John V. Duck
(RH)

SIGNED

SIGNED

R. C. MACON, individually and)
doing business as FAIRHOPE)
FINANCE COMPANY,)

Plaintiff,)

vs.)

ROBERT PETTAWAY,)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

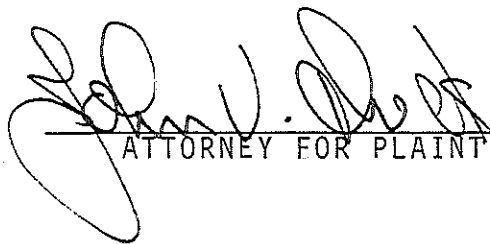
75-08

Plaintiff claims of the Defendant the sum of THREE HUNDRED THIRTY-NINE (\$339.00) DOLLARS due from him by promissory note made on the 23rd day of December, 1963 and payable on the 23rd day of December, 1965, which sum of money, with the interest thereon is due and unpaid.

That in and by the terms of said note, the Defendant agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of SEVENTY-FIVE (\$75.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of said note, the Defendant waived all rights of exemption under the Constitution and Laws of the State of Alabama, and the Plaintiff now claims the benefit of said waiver.

FILED
MAY 8 1967
ALICE L. NICK, CLERK
REGISTERED


ATTORNEY FOR PLAINTIFF

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7508

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ROBERT PETTAWAY

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.....

ROBERT PETTAWAY....., Defendant.....

by R. C. MACON, ind. & dba FAIRHOPE FINANCE COMPANY

....., Plaintiff.....

Witness my hand this 7th day of May 1967

Alice J. Wisk....., Clerk

84/5-12-67

No. 7508

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

R. C. MACON, Ind. & DBA FAIRHOPE

FINANCE COMPANY,

Plaintiffs

vs.

ROBERT PETTAWAY

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED
MAY 8 1967

Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Fairhope, Alabama and works at
Grand Hotel, Point Clear, Ala.

Received In Office

TAYLOR WILKINS

SHERIFF

19.....

Sheriff

I have executed this summons

this 12 of May 1967

by leaving a copy with

Robert Pettaway
JH Rys

Sheriff of area 70 miles of

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff
Roy Randall
DEPUTY SHERIFF

Layla Wilkins

Sheriff

Roy Randall

Deputy Sheriff