


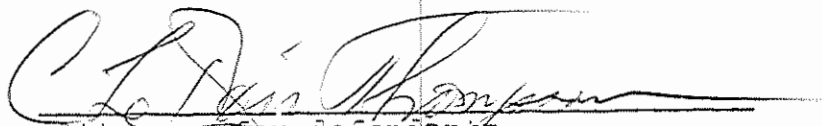
G. A. C. FINANCE CORPORATION X
Plaintiff X IN THE CIRCUIT COURT OF
vs X BALDWIN COUNTY, ALABAMA
DEAN M. KEITH and MARY KEITH X AT LAW NO. 7781
Defendants X

Come the defendants in the above styled cause and demur to the complaint filed in said cause and for demurrer show unto this Honorable Court as follows:

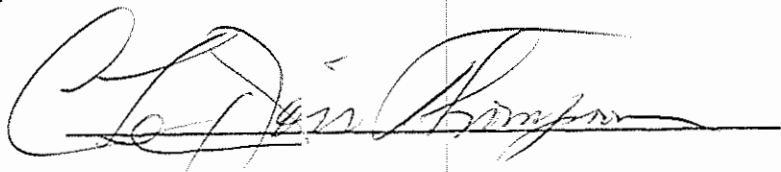
1. Said complaint fails to allege the date on which said promissory note was executed.
2. Plaintiff fails to allege the original amount of said promissory note.


Attorney for defendants.

Defendants respectfully request trial by jury.


Attorney for defendants.

I hereby certify that I have this 27 day of May, 1969, served a copy of the foregoing on Honorable Kenneth Cooper, Attorney for plaintiff, by depositing copy of same in the U. S. Mail, postage prepaid, properly addressed to his office in Bay Minette, Alabama.



FILED
MAY 27 1969
ALICE J. BOEK CLERK
REGISTER

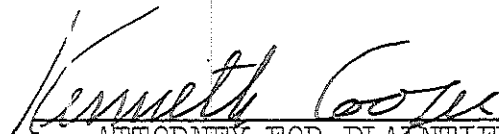
G. A. C. FINANCE CORPORATION, | IN THE CIRCUIT COURT OF
 | BALDWIN COUNTY, ALABAMA
 | AT LAW
Vs. |
DEAN M. KEITH and MARY KEITH, | CASE NO. 7744
 | Defendants, |

MOTION TO REINSTATE

Comes now Plaintiff in above-styled cause, by its Attorney of Record, Kenneth Cooper, and respectfully moves this Honorable Court to reinstate above-styled cause, which was dismissed on 29 January, 1969, because of lack of service upon Defendants and assigns as grounds for reinstatement the following, to-wit:

1. The whereabouts of the Defendants has been learned since the above date of dismissal, and it is Rt. 1, Box 271, Daphne, Alabama, and the Defendant, Dean M. Keith, is employed by Shiver's Service Station, Highway No. 31, Spanish Fort, Daphne, Alabama.

2. Your Plaintiff will be responsible for all additional Court costs caused by this requested reinstatement.


ATTORNEY FOR PLAINTIFF

FILED

FEB 3 1969

ALICE J. DUCK CLERK
REGISTER

INSTALLMENT NOTE

570⁰⁰

Mobil

Alabama

18/29/

1962

No. 65A7048

For value received, we, the signers, makers, endorsers, guarantors, sureties and each of us jointly and severally and in solidio, promise to pay to the order of Auto Loan System Inc or Bearer, at the office of 518 Conople

Ala., the sum of Five Thousand Seven Hundred and no/100 DOLLARS in 15 installments of \$ 38.00 each, and a final installment of \$ 1.00 on the 1st day of each and every month hereafter until paid, with interest after maturities at 8% per annum.

Failure to pay any installment of this note or to fulfill any of the obligations herein undertaken shall, at the option of the holder hereof, without demand or notice, mature all remaining installments; and the holders will have the right to enforce, by suit or otherwise, payment of the entire balance, with interest, costs and attorney's fees, due credit being given for unearned interest.

This note is secured by pledge and delivery of the securities or property, if any, mentioned on the reverse hereof, or attached hereto, or in list, receipt or assignment thereof attached hereto, and any securities or property that may be substituted therefor or added thereto and any and all securities or property that may have been or may subsequently be pledged to or come into possession of the holder or holders hereof.

The signers further promise, whenever required by the holders, to increase the amount of security for this obligation until satisfactory to the holders. If said security be not increased when so requested, or if any of the signers default in the performance of any obligation whatever resting upon them by reason of any agreement contained in any form of security, investment certificate or otherwise, now or hereafter pledged to secure this note, then this obligation, at the option of the holders hereof, shall become due and payable, whether due according to its face or not.

For the purpose of enforcing the payment of this obligation, the holders shall have full power and authority to sell, assign, collect, compromise, transfer and deliver any and all collateral pledged or hypothecated to secure this note, whether original or additional, or so much thereof as may be requisite. Such sale may be made wherever the holders may direct, and may be public or private, with or without advertisement, or notice to redeem, and with or without notice to or demand on the signers, or any of them, and the holders may become the purchasers or any or all of said collateral.

If, before this obligation is paid and the collateral herewith hypothecated is released, any signer depositing such collateral shall become liable to the holders on any other obligation, then the collateral deposited by such signer and herewith hypothecated, or the proceeds thereof to the extent that they are not required in paying this obligation, shall be held by the holders as collateral security and applied by them upon the terms herein set forth upon such other obligations of said signer as the holder may elect.

It is understood and agreed that the holders shall not be compelled to resort first to the collateral hypothecated, if any, for the security of this obligation but may at their election require said obligation to be paid by any signer or signers, endorser or endorsers, guarantor or guarantors, surety or sureties hereof, and to this agreement said parties hereby specifically give their assent, and upon the payment of this obligation by the said parties or any of them, this note, together with the collateral aforesaid, if same is not held, pursuant to the preceding paragraph hereof, as security for any other obligation or obligations, shall be transferred without recourse against the holders to the party or parties paying this note. The words "security," "collateral," and/or "collateral security," used in this note shall include mortgages and/or deeds of trust on personal or real property, as well as all other kinds of security or securities.

At or after maturity of this note or upon any default thereunder, any money, stocks, bonds or other property of any kind to the credit of any obligor hereof on the books of the holder or holders hereof, in transit or in their possession, may, without notice, be applied at the discretion of such holder or holders for the full or partial payment of this note.

In the event that any of the signers should fail in business, or become insolvent, or be adjudged bankrupt, or proceedings in involuntary bankruptcy or for the appointment of a receiver should be filed against them or any of them, this note, and every other debt, liability, or obligation due by the signers or any of them to the holder or holders of this note, shall immediately become due and payable without demand, or notice, or a putting in default. The signers hereof authorize holders to secure any amount and form of insurance required by holders and add cost of premiums to this obligation.

And each of us, whether principal, surety, guarantor, endorser or other party thereto, hereby both individually and severally agrees that additional signers, makers, endorsers, guarantors or sureties may become parties hereto, either with or without notice to us or to any of us, without affecting our liability hereon and hereunder; and each of us hereby both individually and severally waives any or all benefit or relief from homestead exemption and all other exemptions or moratoriums to which the signers or any of them may be entitled under the laws of this or any other State, now in force or hereafter to be passed, as against this debt or any renewal thereof; it is further agreed that in the event this note is placed in the hands of an attorney for collection, we will pay, in addition to principal and interest according to the face of the note, a reasonable attorney's fee, which shall not be less than twenty per cent of balance, principal and interest, or a minimum of \$25.00, and each both individually and severally further waives presentment for payment, protest, notice of protest and non-payment of this note and all defenses by reason of any extension of time of its payment that may be given by the holders to any of them. Delay in exercising any right herein shall not operate as a waiver thereof. The signers hereof are makers and principals, jointly and severally and in solidio.

Given under the hand and seal of each party.

[Signature]

Dean W. Keith
Mary Heath

I. S.

I. S.

I. S.

CASE NO. 7244

Kenneth Coopers
ATTORNEY FOR PLAINTIFF.

CASE NO. _____

* * * * *

G. A. C. FINANCE CORPORATION,

PLAINTIFF,

VS.

DEAN M. KEITH and MARY KEITH,

DEFENDANTS.

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

* * * * *

ATTORNEY FOR PLAINTIFF:

KENNETH COOPER

* * * * *

DEFENDANTS ADDRESS:

Bay Minette, Alabama, works
at Standard Furniture Company.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7744

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Dean M. Keith & Mary Keith

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

Dean M. Keith & Mary Keith

Defendant

by G. A. C. Finance Corporation

Plaintiff

Witness my hand this 18th day of September

1967

Alvin J. Luck Clerk

D-F

No. 7744

Page.....

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

G. A. C. FINANCE CORPORATION

Plaintiffs

vs.

DEAN M. KEITH & MARY KEITH

Defendants

SUMMONS AND COMPLAINT

Filed Sept. 18, 1967

Alice J. Duck Clerk

Kenneth Cooper

Plaintiff's Attorney

Defendant's Attorney

Works at *Livers*
Service 432-9691

Defendant lives at

RECEIVED

Received In Office

May 12 1969
SEP 18 1967

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this

May 14 1969

by leaving a copy with

Dean M. Keith
Mary Keith
Sp. Prot

Sheriff claims 274.88
Ten Cents per mile Total \$47.48
TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

Layla Wilkins
Roy Randall

Sheriff

Deputy Sheriff

(Moved away
address unknown)