

G. A. C. FINANCE CORPORATION,

PLAINTIFF,

VS.

CURTIS WILLIAMS and LIZZIE
MAE WILLIAMS,

DEFENDANTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 2245

COUNT ONE

The Plaintiff claims of the Defendants Five Hundred Seventy-Three and 20/100 (\$573.20) Dollars, balance due by promissory note made by the Defendants on the 8th day of September, 1962, and payable on the 1st day of March, 1964, with interest thereon.


ATTORNEY FOR PLAINTIFF.

G. A. C. FINANCE CORPORATION,

PLAINTIFF,

VS.

CURTIS WILLIAMS AND LIZZIE
MAE WILLIAMS,

DEFENDANTS.

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

* * * * *

ATTORNEY FOR PLAINTIFF:

KENNETH COOPER

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DEFENDANT'S ADDRESS:

Home address-Point Clear,
Alabama. Defendant, Lizzie
Mae Williams, works at Fair-
hope Laundry and Cleaners.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7745

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Curtis Williams and Lizzie Mae Williams

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

Curtis Williams & Lizzie Mae Williams, Defendant

by G. A. C. Finance Corporation

Plaintiff

Witness my hand this 18th day of September 1967

Alice J. [Signature], Clerk

No. 7745

Page

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

G. A. C. FINANCE CORPORATION

Plaintiffs

vs.

CURTIS WILLIAMS & LIZZIE MAE WILLIAMS

Defendants

SUMMONS AND COMPLAINT

Filed September 18, 1967

Alice J. Duck Clerk

Kenneth Cooper

Plaintiff's Attorney

Defendant's Attorney

Works nights at
Beasley Rest Home

Defendant lives at

RECEIVED
Received In Office

SEP 19 1967

TAYLOR WILKINS, Sheriff

I have executed this summons.

this Sept 26, 1967
by leaving a copy with

Curtis Williams
Lizzie Williams
G. Cooper

Sheriff claims 140 miles at

Ten Cents per mile Total \$ 14.00

TAYLOR WILKINS, Sheriff
BY Roy Randall
DEPUTY SHERIFF

Taylor Wilkins Sheriff
Roy Randall Deputy Sheriff

INSTALLMENT NOTE

Mobile

Alabama

9-8-

1962

No. 67

For value received, we, the signers, makers, endorsers, guarantors, sureties and each of us jointly and severally and in sol promise to pay to the order of Mobile State Bank Ala., the sum of Three Hundred Twenty and no/100 or Bearer, at the office of 518 Long in 18 installments of \$ 34.02 each, and a final installment of \$ 0 on the 10 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 de mand 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 last 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 prop erty 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, trans fer 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 obliga tion but may at their election require said obligation to be paid by any signer or signers, endorser or endorsers, guarantor or guarantors, surety or sure ties 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, it 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 lia bility 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 collec tion, 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 solido.

Given under the hand and seal of each party.

[Signature]
[Signature]

[Signature] I. S.
[Signature] I. S.
[Signature] I. S.