

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ...Evans Crenshaw.....

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.....

Evans Crenshaw

....., Defendant.....

by .....Automobile Discount Center, Inc., a Corporation.....

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

Witness my hand this.....26.....day of.....Sept.....1967.....

Ex 10-24-67

Alice J. Luck Clerk

No. 7756

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Automobile Discount Center,

Inc., a Corporation

Plaintiffs

vs.

Evans Crenshaw

Defendants

SUMMONS AND COMPLAINT

Filed .....

**FILED**

19.....

Clerk

SEP 26 1967

**ALICE J. DUCK**

CLERK  
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Little River

Received In Office

19.....

Sheriff

I have executed this summons

this ..... 19.....

by leaving a copy with

Returned 24 day of Oct 1967  
Not found in my county after diligent search and in  
quarry

Taylor Wilkins, Sheriff

By W. A. Zeller  
Deputy Sheriff

Sheriff

Deputy Sheriff

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7756

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by Automobile Discount Center, Inc., a Corporation

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

Witness my hand this 26 day of Sept. 1967

Alise J. Clark, Clerk

No.....

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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

..... Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

..... 19.....

....., Sheriff

I have executed this summons

this ..... 19.....

by leaving a copy with

..... Sheriff

..... Deputy Sheriff

AUTOMOBILE DISCOUNT <sup>EN</sup>CHETER, INC.

A CORPORATION,

Plaintiff

VS

EVANS CRENSHAW

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

No. 7256

1.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED NINETY EIGHT DOLLARS (\$398.00) balance due after all proper credits given on the promissory note made by the Defendant on the 24th day of June, 1966, and payable in forty eight weekly installments of \$11.00 each. The first installment being due and payable July 1, 1966. The Plaintiff avers that the Defendant defaulted in the thirteen payment and all subsequent payments, and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from September 17, 1966. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses and reasonable attorneys fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fee in the amount of \$60.00.

WILTERS, BRANTLEY & NESBIT

BY: Phyllis L. Nesbit

FILED

SEP 26 1967

ALICE J. DUCK

CLERK  
REGISTER

DUE DATE		NAME		Borrowers		WIFE		ACCOUNT NO	
ADDRESS		Quinley, Jessie Leon		Barbara Ann		26		811	
AND		761 Newpelt Hwy. B.H.		L yrs.		HOME PHONE		LENDER, (LICENSEE) - ADDRESS	
CHANGES		DATE OF NOTE:		DATE OF FIRST INSTALLMENT:		SUCCEEDING INSTALLMENTS PAYABLE ON:		G.A.C. Finance Corporation of Mobile #3	
TOTAL AMOUNT DUE ON NOTE AND ACTUAL AMOUNT OF LOAN (CASH ADVANCE)		PAYABLE IN		DAY OF EACH MONTH		FIRST INSTALLMENT		51 South Conception Street	
\$ 300.00		21		17.42		S 17.42		Mobile, Alabama	
CONSECUTIVE MONTHLY INSTALLMENTS		S 17.42		EACH SUCCEEDING INSTALLMENT:		FINAL INSTALLMENT OF \$ 17.42		PAYABLE ON 9-21-67	
SECURITY		Hiland '56 Merc.		EACH SUCCEEDING INSTALLMENT:		S 17.42 (EXCEPT FINAL)		EQUAL IN ANY CASE TO UNPAID PRINCIPAL AND INTEREST	

INSURANCE		EXPIRES		LIFE INS.		TITLE		FILE & REC. FEES	
no		no		no		no		no	

TOTAL INDEBTEDNESS  
(TO BE WRITTEN IN WORDS)

\*\*\*THREE HUNDRED DOLLARS AND NO CENTS\*\*\*

AGREED RATE OF CHARGE { Three per centum (3%) per month on any part of the unpaid principal balance of the loan not exceeding Two Hundred Dollars (\$200.00), and two per centum (2%) per month on that part of the unpaid principal balance exceeding Two Hundred Dollars (\$200.00) but not exceeding Three Hundred Dollars (\$300.00). The rate of charge for each day in a fraction of a month is one-thirtieth (1/30) of the monthly rate.


### NOTE

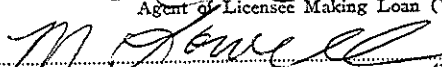
FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the Lender named above in its said office, the Total Amount Due On Note as stated above in the number and amount of successive monthly installments as shown above including interest at the agreed rate as shown above, the first of which installments shall be payable on the date as shown above and each succeeding installment shall be payable on the same day of each succeeding month thereafter together with a final installment covering any unpaid balance including interest as aforesaid which final installment shall be payable on the date as stated above. If this Note is not paid at maturity it shall continue to bear interest at said rate stated above for a period of six (6) months after the due date of the final installment; thereafter interest will be charged at a rate not to exceed eight per cent (8%) per annum.

A default in the payment of any installment or any part of the installment shall at the option of the holder, assignee or any subsequent holder and without notice or demand render the entire unpaid balance due and payable and acceptance of payment after default shall not constitute a waiver of such default. Extension of the time of payment of all or any part of the amount owing on this Note at any time or times shall not affect the liability of any party to the Note or surety or guarantor. Sureties or guarantors and all parties to this Note, severally waive demand and presentment of payment, notice of non-payment and notice of protest of this Note. Sunday and holiday due dates are extended to the next business day. Payment in advance may be made in any amount at any time. Payments when made shall be applied first to charges computed in full to date thereof and the remainder to principal. Charges shall be computed upon unpaid principal balances and upon the basis of the number of days actually elapsed and for the purpose of such computation one month shall be that period of time from any date in a month to a corresponding date in the next month and if there is no such corresponding date, then to the next day of the next month and a day shall be considered one-thirtieth (1/30) of a month when computation is made for a fraction of a month.

All parties hereto severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this Note and agree that their liability hereunder shall not be affected by any extension of the date of payment of all or any part of the amount owing hereon at any time or times and further waive all rights of exemption under the laws of this or any other state. The caption hereof is a part of this Note.

The undersigned hereby acknowledges receipt of a Loan Statement as is required by Section 15(a) of the Alabama Small Loan Act. This Note is made pursuant to the provisions of said Act and subject to all the terms and provisions thereof and notwithstanding any language used herein shall not be construed to contract for or charge a greater amount than allowed by said Act and any overcharge made under such provision shall be adjusted upon final payment.

  
Agent of Licensee Making Loan (Witness)

  
(Witness)

Barbara Ann Quinley (Seal)

Jessie Leon Quinley (Seal)

AUTOMOBILE DISCOUNT <sup>EN</sup>~~CENTER~~, INC. I  
A CORPORATION, Plaintiff I  
VS I  
EVANS CRENSHAW I  
Defendant I

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW  
No. 7756

1.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED NINETY EIGHT DOLLARS (\$398.00) balance due after all proper credits given on the promissory note made by the Defendant on the 24th day of June, 1966, and payable in forty eight weekly installments of \$11.00 each. The first installment being due and payable July 1, 1966 The Plaintiff avers that the Defendant defaulted in the thirteen payment and all subsequent payments, and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from September 17, 1966. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses and reasonable attorneys fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fee in the amount of \$60.00.

WILTERS, BRANTLEY & NESBIT

BY: Phyllis J. Nesbit

FILED

SEP 26 1967

ALICE J. DUCK CLERK  
REGISTER