

2159 53433

COUNTY OF.....MOBILE.....

STATE OF.....ALABAMA.....

Be it remembered, that on this 17th day of November
A. D., 1967, personally appeared before me, the undersigned authority,
Paul M. Goldfarb known to me
who being duly sworn, upon his oath stated that he is partner
of Drs. Goldfarb, Koffler & Perlman
{ a corporation organized and doing business under the laws of the State of
{ and has been duly authorized by said corporation to make this affidavit
{ a partnership composed of Paul M. Goldfarb, Irving Koffler
{ Martin D. Perlman
a sole trader doing business as
and that as such he makes this affidavit; that he is familiar with the books and business of
said Drs. Goldfarb, Koffler & Perlman; that the attached account against
Billy Dean of Wilson's Trailer Park Bay Minette, Ala.
is just and correct, within the knowledge of this affiant, that the items thereon stated and com-
posing the said account were sold and delivered to said Billy Dean
at { its }
{ their } special instance and request, that credit has been duly given for all payments and
{ his }
just and lawful offsets to which said account is entitled as thereon stated, and that the balance
thereof, amounting to the sum of one Hundred Seventy Two & 50/100 Dollars
(\$ 172.50) with interest from 19 is justly due and
remains unpaid.

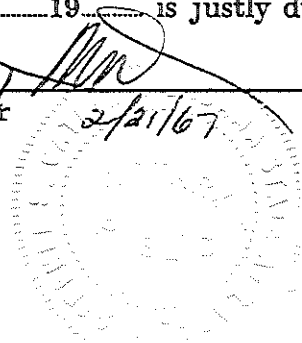
Paul M. Goldfarb X

Drs. Goldfarb and Koffler, Partner

I hereby certify under my official seal that I am authorized as a Notary Public to
administer oaths under the laws of the State of Alabama
and that the foregoing was subscribed and sworn to before me on the day and year
first above stated.

Stephen L. Gatten

Notary Public



ASSIGNMENT

FOR VALUE RECEIVED, I (we) hereby transfer, sell, assign and set over unto F. H. Arnold all my (our) right, title and interest in and to the attached claim, being an account (promissory note) (contract) (bad check), against

Billy R. Dean, in the sum of \$ 172.50

Dated this 17th day of November,

19 67 at Mobile, Alabama.



Drs. Goldfarb And Koffler, Partner

6-12-67

PREPARED IN QUAD.
WHITE—Loan Jacket
CANARY—H.O.
BLUE—Borrower
PINK—Binder

NOTE & MORTGAGE
AND
STATEMENT OF LOAN

Loan No. 6-993

NAME AND ADDRESS OF LICENSEE:

Borrowers (Name and Address):

1609D & DAISEY M. McCREARY
P.O. Box 247 DAPHNE ALA

TIME FINANCE CO.
151 St. Joseph
Mobile, Alabama

DATE OF LOAN: <u>10-11-60</u>	FIRST INSTALLMENT DUE <u>11-15-60</u>	OTHER INSTALLMENTS DUE Every <u>15th</u> Thereafter	FINAL PAYMENT DUE: <u>10-15-62</u>	Final Installment Equal in Any Case To Unpaid Prin- cipal and Charges	CHARGES PRECOMPUTED UNDER OPTIONS BELOW: A <input checked="" type="checkbox"/> B <input type="checkbox"/>
CASH ADVANCE: <u>\$300.00</u>	PRECOMPUTED CHARGES: <u>\$118.08</u>	CR. LIFE PREM. <u>\$6.27</u>	REC. & REL. FEE <u>\$0</u>	FACE AMOUNT: <u>\$1808.24</u>	FACE AMOUNT PAYABLE IN (Monthly Semi-Monthly 15 Day Weekly) Installments <u>\$1742</u>
FACE AMOUNT OF NOTE <u>One Thousand Eight Hundred & Eight Dollars</u>					

Interest has been precomputed at the following agreed rate and is payable in equal and consecutive installments of principal and interest or charges combined:

AGREED RATE
OF CHARGE:

- (A) 3% per month on that part of the unpaid principal balance not exceeding \$200 and 2% per month on any remainder of any unpaid principal balance exceeding \$200 but not exceeding \$300 (8% per annum 6 months after maturity and as provided by law in case of judgment or bankruptcy. For purposes of 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 1/30 of a month when computation is made for a fraction of a month.
- (B) One dollar (\$1) for each five dollars of cash advanced to the borrower, up to the amount of seventy-five dollars (\$75) provided that a period of at least fifteen (15) days is allowed for the repayment of each five dollars (\$5) of the cash advanced.

IN CONSIDERATION of a loan made by the Licensee named above, at its above office in the principal amount hereof, the undersigned jointly and severally promise to pay to the order of said Licensee, at its said office, said principal amount together with charges at the above rate until fully paid.

Payment in advance may be made hereon in any amount at any time during Licensee's regular business hours. In the event this note is repaid in full (by cash, a new loan, refinancing, or otherwise) one month or more before final installment date, the amount of interest precomputed hereon shall be subject to refund as provided in Section 14 (4) (a) of the Alabama Small Loan Act of 1959.

In the event of default in the payment of any scheduled installment, the Licensee may, at its option, render the entire unpaid principal balance of the amount of loan and accrued interest thereon at once due and payable. If such default continues fifteen (15) days or more, the Licensee may charge and collect a default charge equal to three percent (3%) of the scheduled installment in accordance with Section 14 (5) of the Alabama Small Loan Act of 1959. The Undersigned agrees to pay said default charge and further agrees to pay taxable

costs and disbursements as provided by law which may be incurred by the Licensee in connection with any suit, action, or proceedings to collect on this loan or to realize on the security thereof after default, including reasonable attorneys fees, should this note be put in the hands of an attorney for collection. If the loan is not prepaid in full but becomes partially prepaid in an amount equal to three (3) or more installments, the Licensee shall reduce the balance due by the amount that would be required to be refunded for prepayment in full on the date of such partial prepayment and compute charges as payments are made thereafter in the manner prescribed in the agreed rate of charge on the remaining installments. All parties hereto severally waive demand, present for payment, notice of non-payment, notice of protest of this note, and agree that their liability hereunder shall not be affected by any extensions of the time 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.

For the purpose of securing said indebtedness, the undersigned, severally and jointly, grants, bargains, sells and conveys to the said licensee, the following personal property:

AUTO. YR.	MAKE	BODY STYLE	MODEL	MOTOR OR SERIAL NO.
1957	DODGE	1/2 TON PICK UP		T30624637

1/3	PIECES BDRM. SUITE—SPRING & MATTRESS	1/3	PIECE LIV. RM. SET		PIANO	1	RANGE
1/3	PIECES BDRM. SUITE—SPRING & MATTRESS		RUG	1	TABLE RADIO	1	ELECTRIC REFRIGERATOR
	SINGLE BED—SPRING & MATTRESS	1	STUDIO COUCH		CABINET RADIO		ICE BOX
1	DOUBLE BED—SPRING & MATTRESS		DIVAN	1	TABLE TELEVISION SET		KITCHEN CABINET
	BABY BED		OVERSTUFFED CHAIR		CABINET TELEVISION SET		UTILITY CABINET
1	DRESSER	2	OCCASIONAL CHAIR		FLOOR LAMPS	1	5 PIECE BREAKFAST SET
1	CHEST OF DRAWERS		PLATFORM ROCKER		TABLE LAMPS		LINOLEUMS
1	CHIFFORBE		COFFEE TABLE		PIECE DINING SUITE	1	WASHING MACHINE
1	CEDAR CHEST	1	END TABLES	1	SEWING MACHINE	1	VACUUM CLEANER
	VANITY LAMPS		DESK		AIR CONDITIONER		LAWN MOWER
		1	WINDOCO FAN				

Upon condition, however, that if the undersigned pays said indebtedness, this conveyance shall be void; otherwise, to remain in full force and effect; but if the undersigned shall fail to pay said indebtedness or any installment thereof, the holder hereof shall have the right to immediately take possession of said property and sell the same at public or private sale, at such place as the holder may elect and without having the property at the place of sale, at public outcry for cash, at which sale the holder may be the purchaser, and apply the proceeds to the payment of said debt and as required by law. If a deficiency occurs, the mortgagors agree to pay such deficiency. Borrower acknowledges receipt of copy of loan statement.

Witnessed:

Witnessed:

(Agent making loan)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 2876

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Lloyd McCreary, P. O. Box 247

Daphne, Alabama and Daisy B. McCreary

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.....

Lloyd McCreary....., Defendant.....

by Time Finance Company.....

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

Witness my hand this 28 day of Nov 1967

Ex 11-30-67

Alice J. Luck....., Clerk

No. 2826

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Time Finance Company,

A Corporation

Plaintiffs

vs.

Lloyd McCreary and Daisy

B. McCreary

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED

Clerk

NOV 28 1967

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

P. O. Box 247, Daphne, Ala.

Received In Office

NOV 28 1967 19.....

TAYLOR WILKINS

Sheriff

I have executed this summons

this Nov 30 1967

by leaving a copy with

Lloyd McCreary &
Daisy B. McCreary
Daphne

Sheriff claims 108 miles at

Ten Cents per mile Total \$ 10.80

TAYLOR WILKINS, Sheriff

BY

Roy Randall
DEPUTY SHERIFF

Lloyd McCreary Sheriff
Roy Randall Deputy Sheriff

TIME FINANCE COMPANY,
A CORPORATION,

Complainant

vs.

LLOYD MCCREARY and
DAISY B. MCCREARY

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7876

1.

The Plaintiff claims of the Defendants the sum of TWO HUNDRED NINETY FIVE and 25/100 (\$295.25) DOLLARS, balance due after all proper credits given on a Promissory Note made by the Defendants on the 11th day of October, 1960, and payable as follows: Twenty-four equal monthly installments of SEVENTEEN and 42/100 (\$17.42) DOLLARS, each payable on the 15th day of each month beginning November 15, 1960. The Plaintiff avers that the Defendants defaulted in payment and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff further avers that the Defendants agreed to pay all expenses including reasonable attorney's fees incurred in collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$45.00. The Plaintiff alleges that it is a licensee under the ALABAMA SMALL LOAN ACT and that the loan evidenced by said promissory note was made in compliance with said act.

WILTERS, BRANTLEY & NESBIT

BY: *Thurston J. Nesbit*

FILED

NOV 28 1967

ALICE J. DUCK CLERK
REGISTER

683

TIME FINANCE COMPANY,
A CORPORATION,

Complainant

vs.

LLOYD McCREARY and
DAISY B. McCREARY,

Defendants.

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IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

MOTION TO DISMISS

Now on this 25th day of January, 1968, comes Plaintiff into Court, by its attorney and prays leave to discontinue against Defendant, Lloyd McCreary, upon the ground that said Lloyd McCreary died on to-wit: the 21st day of December, 1967.


Phyllis S. Nesbit
Attorney for Plaintiff

WILTERS, BRANTLEY & NESBIT
Attorneys for Plaintiff

FILED

JAN 25 1968

ALICE J. DUCK

CLERK
REGISTER