

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

March 2, 1963

Honorable Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama 36507

Re: American Finance Corporation
of Pensacola
Vs: Lawrence W. Egebrecht &
Aubrey Egebrecht
Case No. 7963

Dear Judge Mashburn:

Kindly render a judgment in this case on a promissory
waive note in the principal amount of \$614.40, plus \$125.00
attorney's fee, for a total of \$739.40. No interest is
claimed.

Cordially yours,

A handwritten signature in dark ink, appearing to read "Forest A. Christian", written in a cursive style.

FOREST A. CHRISTIAN



16 E. ROMANA STREET
PENSACOLA, FLORIDA
HEmlock 2-1555

AMERICAN FINANCE CORPORATION

"Loans Made to \$600"

January 16, 1968

Forest A. Christian
P.O. Box Drawer 190
Foley, Alabama

RE: Lawrence Egebrecht

Dear Sir:

Following is the breakdown on the account of Mr. Egebrecht:

Face Amount of Note	614.40
Expenses (Fee)	-20.48
Intrest (8%)	-81.92

Amount of Loan	512.00
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Pay off American Plan- Mobile, Ala.	-457.08
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Life Insurance	-13.41
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Accident and Health Account	-20.16
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State Documentary Stamps	- 1.05
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Cash to Customer	-20.27
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Total Deductions	512.00
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Mr. Egebrecht has paid \$20.27 out of which \$2.40 was the monthly service charge and \$17.87 was the principal payment. This leaves his balance as of this date \$596.53.

Please find enclosed check # 8887 payable to you to guarantee court costs \$25.00.

Sincerely,

H. Hendrix
Manager

enc

AMERICAN FINANCE CORPORATION OF PENSACOLA
16 E ROMANA STREET
PENSACOLA FLORIDA
PHONE 432-1555

EEEBROCK, LAWRENCE
EEEBROCK, AUDREY
P.O. Box 563
Foley, ALA.

Loan Number	Date of Loan	Amount of Note	Principal & Chgs Due Consecutive Monthly Installments	Due Date of Payments		Amount of Payments	
				First:	Final (Maturity):	First:	Others:
282	8-15-67	\$614.40	In: 24	7-15-69	8-15-69	\$28.00	\$28.00

This Loan, Evidenced by a Note, is Secured by: ☒ Check Applicable Security)

1. ☐ Comakers
2. ☒ Security Agreement on: HPK
3. ☒ Credit Life Insurance
4. ☒ Credit A&H Insurance

DETAILS OF TRANSACTION

FACE AMOUNT OF NOTE \$614.40
Less: Fee: 20.48
Precomputed Charges \$81.92
Monthly Service Chg. \$
Total Charges \$102.40
AMOUNT OF LOAN \$512.66
List of Deductions:
Paid on Prior Loan
No: 264 \$457.08
Less Refunds: —
Charges \$
Life Ins. \$
A&H Ins. \$
Mo. Svc. Chg. \$
Total Refund \$
Net Prior Loan Balance \$457.08
Life Insurance Prem. \$13.44
A&H Insurance Prem. \$20.16
Documentary Stamps \$1.05
Official Fees \$
TOTAL DEDUCTIONS \$491.73
TOTAL CASH RECEIVED \$20.27

NOTE

For value received, the undersigned jointly and severally promise to pay to the herein named Lender at its above office the Amount of Note shown above (which includes an initial charge computed on the amount of the loan from the date hereof until the date of the final installment at 10% per annum) together with a monthly service charge for services rendered and expenses incurred of not more than 20¢ for each full \$25 of the Amount of Note set out above but not in excess of \$2.40 for each month this note remains unpaid. The amount of such monthly charge is included in the Amount of Payment shown above.

Of the amount of initial charge, 2% of each 10% shall constitute reimbursement of expenses incurred and compensation for services rendered in connection with the making of this loan, the remaining 8% of such charge being interest.

In the event of default of any installment thereof, the Lender may charge and collect a delinquent fee in the amount of 5¢ for each full dollar of payment delinquent for five or more days in payment.

Payment in advance may be made hereon in any amount at any time. If this note is paid in full prior to the final due date, a portion of the interest shall be returned or credited to the borrower. The amount of such refund shall be as required by the Florida Consumer Discount Act. A default in payment of any installment, at the option of the Lender, shall render the entire unpaid balance and all accrued charges at once due and payable without notice or demand. Any acceptance of payment or payments after default shall not constitute a waiver. In the event of legal proceedings for enforcement of the collection of this note, the undersigned agree(s) to pay all costs and expenses of such action including a reasonable attorney fee.

All parties hereto, including makers, guarantors, sureties and endorsers, severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this note and agree their liability hereunder shall not be affected by any extension of the time for payment and further waive all rights for exemptions for this under the laws of this or any other state. The undersigned acknowledges receipt of the statement of this loan in English as required by the Florida Consumer Finance Act under which the Lender has a Certificate of Authority.

SECURITY AGREEMENT

Now therefore, in consideration of said note and to further secure the payment thereof, and all future loans which may be made at the option of the Secured Party, to Debtors, within five years of the execution of this Agreement or any continuation thereof, the Debtors do hereby convey and mortgage to the Secured Party, its successors and assigns, the goods and chattels hereinafter described; provided however, if the Debtors well and truly pay and discharge said note according to the terms thereof, then these presents shall cease and be void.

MOTOR VEHICLE(S) - (If None, Write in the Word NONE):

#	Year	Make	Body Type	Mtr/Ser No.	No.Cyls.	Other Identification
1						
2				NONE		

OTHER - (Describe; if None, Write in the Word NONE):

NONE

DESCRIPTION OF GOODS AND EQUIPMENT - (If None, Write in the Word NONE):

All of the furniture, equipment, appliances, fixtures, household goods, and other personal property of every kind and nature now located in or about the Debtors' residence at their address set forth above and such additional property acquired and accessions thereto INCLUDING BUT NOT LIMITED TO:

LIVING ROOM		DINING ROOM		KITCHEN		BED ROOMS		OTHER (Describe)	
No.	Description	No.	Description	No.	Description	No.	Description	No.	Description
	Bookcase		Buffet		Chairs	2	Beds		
2	Chair		Breakfront		Table	2	Chest of Drawers		
1	Sofa		Serving Table	2	Refrigerator CE		Armoire		
	Hi-Fi Equipment	1	Table	1	Stove GAS	2	Dresser		
2	Television MTR - 85.12.75		Chairs		Freezer		Dressing Table		
	Occ. Tables		Rug		Washer/Dryer		Chair		
	Radio	1	Sewing Machine WIZARD				Rug		
	Rug	1	Vacuum Cleaner						

THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Lender/Secured Party Named Above

By: HPK
Authorized Agent/Witness

Witness: _____

Debtor: Lawrence W. Eebrock (Seal)

Debtor: Audrey Eebrock (Seal)

Debtor: _____ (Seal)

IN THE EVENT THAT ANY DEFAULT shall be made in the prompt payment of any principal or charges as above mentioned, or in case the first parties permit or suffer any writ, execution attachment, distraint warrant, or other legal or equitable process upon the personal property to be issued against the first parties, or permit judgement to be entered against either of them, or any lien to bind said personal property, or if the first parties shall violate any covenant or condition in this Security Agreement, then the whole amount remaining unpaid shall, at the option of the Secured Party, become due and payable at once without any notice or demand, and then and from henceforth it shall be lawful and the Secured Party, its agents, successors and assigns, are hereby authorized to sell all or any part of said personal property in accordance with the Uniform Commercial Code. For the purposes of enforcing the provisions and conditions hereof, Secured Party, its agents, successors and assigns are hereby authorized and empowered to enter upon the premises of the first parties or any place where said personal property or any part thereof may be found, take possession thereof and dispose of the same as hereinabove provided.

If this Agreement includes both a motor vehicle and other personal property and if there shall occur a default as above described, said Secured Party at its option may take any legal or other action it may deem necessary against said motor vehicle or against said other personal property without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon part of the security against which action has not been taken.

Debtors covenant that they EXCLUSIVELY OWN AND POSSESS SAID PERSONAL PROPERTY and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof, except: _____

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons LAWRENCE W. EGBRECHT and AUDREY EGBRECHT, 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, Alabama, at the place of holding same by AMERICAN FINANCE CORPORATION OF PENSACOLA.

Witness my hand this the 22 day of January, 1968.

Alice J. Duck
Clerk

** ** *

COMPLAINT

AMERICAN FINANCE CORPORATION	X
OF PENSACOLA,	X
PLAINTIFF,	X
VS:	X
LAWRENCE W. EGBRECHT and	X
AUDREY EGBRECHT,	X
DEFENDANTS.	X

The Plaintiff claims of the Defendants SIX HUNDRED FOURTEEN & 40/100 DOLLARS (\$614.40), due by promissory waive note made by them on the 15th day of August, 1967, and payable on the 1st day of November, 1968, with interest thereon, but no interest is claimed.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be ONE HUNDRED TWENTY-FIVE & 00/100 DOLLARS (\$125.00).

ATTORNEY FOR THE PLAINTIFF

Forest A. Christian
Forest A. Christian

Defendants' address:

P. O. Box 563

Foley, Alabama 36535

FILED

JAN 23 1968

741 ALICE J. DUCK CLERK REGISTER

Received 22 day of Jan 1968
27 day of Feb 1968
I enclose a copy of the within
Lawrence Egebrecht
Audrey Egebrecht
By service on Alice

TAYLOR WILKINS Sheriff
By J. M. Eastman D. S.
Foley, Ala.

Sherriff claims 144 miles
Tax Costs per mile 14.40
TAYLOR WILKINS Sheriff
By J. M. Eastman
DEPUTY SHERIFF

Mr 7963

SUMMONS AND COMPLAINT

AMERICAN FINANCE CORPORATION OF
FLORIDA,

PLAINTIFF,

VS:

LAWRENCE W. EGBRECHT and AUDREY
EGBRECHT,

DEFENDANTS.

FILED

JAN 23 1968

Alice J. HOOK
CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
(205) 943-2201
P. O. DRAWER 190
FOLEY, ALABAMA 36535