

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

October 28, 1968

Hon. Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama 36507

Re: Aetna Finance Company
Vs: James R. Peek
Case No. 8277

Dear Judge Mashburn:

Kindly render a judgment on the enclosed promissory waive note in the principal amount of \$543.23, plus \$100.00 interest and \$100.00 attorney's fee, for a total of \$743.23.

Cordially yours,

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

FOREST A. CHRISTIAN

SUMMONS

STATE OF ALABAMA,)
COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons JAMES R. PEEK and BURNETTE L. PEEK, 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 AETNA FINANCE COMPANY.

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

Reece J. Quick
Clerk of Court

** ** *

COMPLAINT

AETNA FINANCE COMPANY,	X	
	X	IN THE CIRCUIT COURT OF
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS:	X	AT LAW
JAMES R. PEEK and BURNETTE	X	<i>711.8297</i>
L. PEEK,	X	
	X	
DEFENDANTS.	X	

The Plaintiff claims of the Defendant FIVE HUNDRED FORTY-THREE & 23/100 DOLLARS (\$543.23), due by promissory waive note made by them on the 18th day of April, 1966, and payable on the 13th day of September, 1967, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff allèges to be ONE HUNDRED & 00/100 DOLLARS (\$100.00).

Reece J. Quick
Attorney for the Plaintiff

Defendant's address is:

P. O. Box 173
Lillian, Alabama

FILED

AUG 22 1968

ALICE J. DUCK CLERK
REGISTER

Received 22 day of Aug 1968
and on 37 day of Sept 1968
I served a copy of the within S & C
on James R. Peek and
Burnett L. Peek
By service on above

Taylor Wilkins, Sheriff
By Jm Eastlund
Lillian, Ala

Sheriff claims 200 miles at
Ten Cents per mile Total \$ 20.00
Taylor Wilkins, Sheriff
By Eastlund
DEPUTY SHERIFF

LILLIAN
SUMMONS AND COMPLAINT

AETNA FINANCE COMPANY,

PLAINTIFF,

VS:

JAMES R. PEEK and BURNETT L. PEEK,

DEFENDANTS.

FILED

AUG 22 1968

ALICE J. DUCK CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN

(205) 943-2201

P. O. DRAWER 190

FOLEY, ALABAMA 36535

LOAN No.	PNS# 13816	DATE DUE	25th	NOTE	PAYEE AETNA FINANCE CO. OF 215 N. Palafox St.
BORROWERS' NAMES AND ADDRESSES James R. Peek P.O. Box 173 Lillian, Ala.				Burnette	Address: Pensacola, Florida
DATE OF THIS LOAN	AMOUNT OF LOAN	FIRST PAYMENT DUE	FINAL PAYMENT DUE	PRINCIPAL AND INTEREST IS PAYABLE IN	
4/18/66	\$ 600.00	5/25/66	4/18/68	24 MONTHLY PAYMENTS OF \$ 34.39	
Agreed rate of Charge	8% per month on that part of the unpaid principal balance not exceeding \$300 and 2% per month on that part of the unpaid balance in excess of \$300 but not exceeding \$600 until 12 months after due date of final installment; and thereafter at 10% per annum. A month shall be any period of thirty consecutive days.				
EACH, EXCEPT FINAL PAYMENT SHALL BE UNPAID PRINCIPAL AND INTEREST.					

For value received, the undersigned jointly and severally promise to pay to the payee named above at its above office the actual amount of the loan as stated above, being the principal amount of this note, together with interest at the agreed rate as above stated until fully paid.

Payment of principal and interest shall be made in consecutive monthly installments as indicated above beginning on the above stated due date for the first payment and continuing on the same day of each succeeding month to and including the above stated due date for the final payment. If the principal amount of this note or if any installment is not paid when due, the unpaid principal balance shall bear interest thereafter at the above agreed rate of charge. From any payment made hereon, interest, at said rates, due on the unpaid principal balance of the amount loaned shall first be deducted and the remainder of any such payment shall be applied on the unpaid principal balance until paid.

The unpaid balance of this note, or any part thereof, plus accrued interest, may, at the option of the undersigned, be paid at any time.

Default in the payment of any installment of the principal or interest hereof, or any part of either, shall, at the option of the holder hereof, and without notice or demand, render the then unpaid balance of the principal hereof, and accrued interest thereon, at once due and payable.

Extension of the time of payment of all or any part of the amount owing hereon at any time or times shall not affect the liability of any party hereto or surety or guarantor hereof. Sureties, guarantors, and parties hereto severally waive demand and presentment for payment, notice of non-payment, notice of protest of this note and further waive all rights of exemption of every kind under the laws of this or any other state.

If suit is filed on this note because of default in payment or otherwise, the undersigned agree to pay the actual and reasonable attorney fees and court costs, including actual and reasonable expenses of repossession, storing and selling of any property pledged as security, all as determined by the Court in which suit is filed.

The undersigned acknowledge receipt of a statement in English as required by Section 516.15 of the Florida Statutes, as amended.

The payee named herein is licensed by the State of Florida to make loans in sums of Six Hundred Dollars (\$600) or less pursuant to Section 516 of the Florida Statutes, as amended.

WITNESS:	<i>John R. Peek</i>	X	<i>James R. Peek</i>	(SEAL)
WITNESS:	<i>James R. Peek</i>	X	<i>Burnette J. Peek</i>	(SEAL)
WITNESS:	<i>Ray E. Robinson</i>	X		(SEAL)
WITNESS:		X		(SEAL)

This note is secured by a Chattel Mortgage on Household Goods — Automobile.

LOAN No.	PNS# 13816	DATE DUE	25th	CHattel MORTGAGE	MORTGAGEE AETNA FINANCE CO. OF 215 N. Palafox St.
BORROWERS' NAMES AND ADDRESSES				Burnette	Address: Pensacola, Florida
James R. Peek P.O. Box 173 Lillian, Ala.					PRINCIPAL AND INTEREST IS PAYABLE IN
DATE OF THIS LOAN	AMOUNT OF LOAN	FIRST PAYMENT DUE	FINAL PAYMENT DUE	24 MONTHLY PAYMENTS OF \$ 34.39	
1/18/66	\$ 600.00	5/25/66	4/18/68	EACH, EXCEPT FINAL PAYMENT SHALL BE UNPAID PRINCIPAL AND INTEREST.	
Agreed rate of Charge	3% per month on that part of the unpaid principal balance not exceeding \$300 and 2% per month on that part of the unpaid balance in excess of \$300 but not exceeding \$600 until 12 months after due date of final instalment; and thereafter at 10% per annum. A month shall be any period of thirty consecutive days.				

This chattel mortgage made on the date above stated, between the borrowers named above, as Mortgagors (which term shall also relate to the singular wherever appropriate) and the Mortgagee named above.

Witnesseth: That in consideration of the actual amount of the loan, above stated, paid to Mortgagor by Mortgagee, receipt of which is hereby acknowledged and for the purpose of securing the repayment of said loan with interest at the agreed rate as hereinbefore stated, the Mortgagors do hereby grant, sell, convey and confirm unto the said Mortgagee the hereinafter described property which borrowers warrant to be their exclusive unencumbered property: To have and to hold the same unto the said Mortgagee, its successors and assigns forever.

Provided, however, if the said mortgagors shall pay their note of even date in the amount loaned to the Mortgagor with interest at the agreed rate, payable in consecutive monthly payments stated above, on the same day of each succeeding month until the full obligation of said note is paid on the date of the final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

The Mortgagor may retain possession of the goods and chattels mentioned hereinafter as long as the payments on said notes are made when due, as therein provided, and the covenants of this mortgage are fulfilled. If the Mortgagor shall fail to pay any installment in payment of said note, as therein provided, or fail to perform any of the covenants hereof, then the Mortgagee may take possession of said goods and chattels, as permitted by law, wherever found, and sell the same in the manner provided by law at public or private sale. From the proceeds of any such sale or foreclosure, Mortgagee shall retain all moneys due Mortgagee and render the balance, if any, to Mortgagors.

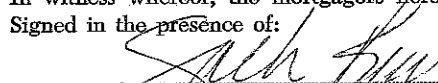
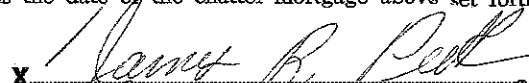
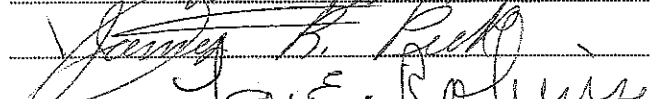
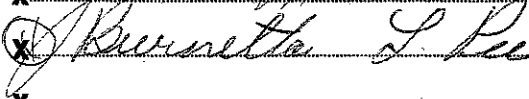

The unpaid balance of said note, or any part thereof, plus accrued interest may at the option of the undersigned, be paid at any time.

The remedy or remedies herein accorded Mortgagee shall be in addition to, and not in limitation of any other right or remedy which the Mortgagee shall have.

Should foreclosure proceedings be instituted hereunder on account of any breach or violation of the covenants herein contained it is covenanted that Mortgagee shall have the right, without notice to Mortgagors, to make application for and have a receiver appointed to take possession of and manage and control said mortgaged property pending foreclosure proceedings, for the purpose of preserving or protecting the same and to the payment of the mortgage indebtedness in such a manner as the court may direct.

DESCRIPTION OF MORTGAGED PROPERTY:
~~NONE~~ ALL of the household goods, furniture and personal property of every kind, nature and description now located in or County of _____, Florida.
to the City of _____

In witness whereof, the mortgagors hereunto set their hands and seals the date of the chattel mortgage above set forth.
Signed in the presence of:

	X		(SEAL)
	X		(SEAL)
	X		(SEAL)

ACKNOWLEDGMENT

State of Florida }
County of Escambia } SS.

90 c Documentary Stamps
attached to note.

On the _____ day of _____, 196____, before me came _____
to me known to be the individual _____ described in, and who executed the foregoing instrument, and acknowledged that _____ executed
the same.
My Commission expires _____

Notary Public in and for said County and State