

TRANSFER

NOTICE of ~~XXXXXX~~

STATE OF ALABAMA, }
MOBILE COUNTY }

G. F. C. Credit Corp.

Plaintiff

VS.

Sarah W. Ulbrich

c/o Mrs. Mary Thompson White, Route 1, Perdido, Alabama
Defendant

To Sarah W. Ulbrich

in said Cause: G.F. C. Credit Corp. VS Sarah W. Ulbrich

You are hereby notified that

G. F. C. Credit Corp.

the plaintiff in the above entitled cause has prayed and obtained a transfer to the Circuit Court of Baldwin County, Alabama from the ~~appeal from the judgment rendered by~~
~~the~~ COURT OF GENERAL SESSIONS OF MOBILE COUNTY, and having complied with the requirements of the law in such cases made and provided, the same has been granted to the next term of the CIRCUIT COURT of ~~Mobile~~ Baldwin County, to be held for said County, you are hereby notified accordingly.

Given under my hand this the 17 day of September 1968

J. D. Richards
Clerk, Court of General Sessions of Mobile County, Civil Division

Case No. 68980

8323

G. F. C. Credit Corporation

Plaintiff,

VS

Sarah W. Ulbrich
c/o Mrs. Mary Thompson White, Route 1
Peñdido, Alabama

Defendant.

TRANSFER
NOTICE OF APPEAL

Returnable To The Circuit Court
OF BALDWIN COUNTY

Issued: September 17, 1968

Serve On:

Sarah W. Ulbrich

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.

SEP 17 10 55 AM '68

BY _____

Sheriff claims 24 miles at

Ten Cents per mile Total \$ 2.40

TAYLOR WILKINS, Sheriff

BY Talbot DEPUTY SHERIFF

Received 25 day of Sept 1968
and on 26 day of Sept 1968
I served a copy of the within Notice of Transfer
on Sarah W. Ulbrich

By service on _____

TAYLOR WILKINS, Sheriff

W. A. Talbot S.

Proctor

G. F. C. CREDIT CORPORATION,

PLAINTIFF

VS

SARAH W. ULRICH,

DEFENDANT

IN THE CIRCUIT COURT OF

EDWIN COUNTY, ALABAMA

AT LAW

NO. _____

ANSWER

Now comes the defendant in the above styled cause and for answer to the complaint therein filed, pleads as follows:

1. The general issue.
2. Not guilty.

Mary Thompson White
Attorney for Defendant

The Defendant demands a trial by jury of the issues involved in this cause.

Mary Thompson White
Attorney for Defendant

I, Mary Thompson White, attorney for the above defendant, hereby certify that I have this the 21st day of October, 1968, served a copy of the foregoing answer on the Honorable Edward B. McDermott, McDermott & Slepian, Attorneys at Law, for Plaintiff, by mailing a copy of same to him by United States Mail, postage prepaid, addressed to P. O. Drawer 2025, Mobile, Alabama, being the firm's mailing address.

Mary Thompson White
Attorney for Defendant

FILED

OCT 22 1968

ALICE J. DUCK CLERK
REGISTER

COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS
COURTROOM "B" FIRST FLOORThe State of Alabama,
MOBILE COUNTY

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon SARAH W. ULBRICH, Route 1, Perdido,
Alabama, c/o Mrs. Mary Thompson White

to be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile
 County, on the 12 day of Sept, 1968 at the hour of 9:00 A.M.,
 then and there to answer a complaint of G.F.C. CREDIT CORPORATION
a corporation

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings.

Witness my hand, this _____ day of _____, 19_____

J. D. Richardson
 Clerk of the Court of General Sessions of Mobile County.

Cause of Action

CAUSE OF ACTION: Plaintiff claims of Defendant (s) \$ 732.90
 due by written contract (s) made between Defendant (s) and Plaintiff
 on, to-wit: 8-8-66
 and according to the terms of said contract (s) Defendant (s) waived
 all right to any exemption under the Constitution and laws of the State
 of Alabama and further agreed to pay a reasonable attorneys fee,
 which sum of money with the interest thereon is still due and unpaid.
 Plaintiff avers Defendant (s) defaulted under the terms of said con-
 tract (s) on, to-wit: 4-29-67

McDERMOTT & SLEPIAN Attorneys for Plaintiff

VOL 63 PAGE 5854

WC I
COMPLAINT AND SUMMONS

Atty. for Plaintiff: McDERMOTT AND SLEPIAN

Atty. for Defendant:

**THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY**

No. 68980

Ret.

Sept 13, 1968
G.F.C. CREDIT CORPORATION
a corporation
VS.

SARAH W. ULBRICH, c/o Mrs. Mary Thompson White
Route 1, Perdido, Alabama

Continued To

Executed by Service on

Defendant

This day, 19.....

Sheriff of Mobile County

By
Deputy Sheriff

COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS
COURTROOM "B" FIRST FLOORThe State of Alabama, }
MOBILE COUNTY

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon SARAH W. ULBRICH, Route 1, Perdido,
Alabama, c/o Mrs. Mary Thompson Whiteto be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile
County, on the 12 day of Sept, 1968 at the hour of 9:00 A.M.,
then and there to answer a complaint of G.F.C. CREDIT CORPORATION
a corporation

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings.

Witness my hand, this 12 day of Sept, 1968J.D. Richardson
Clerk of the Court of General Sessions of Mobile County.

Cause of Action

CAUSE OF ACTION: Plaintiff claims of Defendant (s) \$ 732.96
due by written contract (s) made between Defendant (s) and Plaintiff
on, to-wit: 8-8-68
and according to the terms of said contract (s) Defendant (s) waived
off right to any exemption under the Constitution and laws of the State
of Alabama and further agreed to pay a reasonable attorneys fee,
which sum of money with the interest thereon is still due and unpaid.
Plaintiff avers Defendant (s) defaulted under the terms of said con-
tract (s) on, to-wit: 4-29-68McDERMOTT & SLEPIAN Attorneys for Plaintiff

COMPLAINT AND SUMMONS

Atty for Plaintiff: McDERMOTT AND SLEPIAN
Atty for Defendant:

THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY

No. 68980

Ret.

G.F.C. CREDIT CORPORATION
a corporation
VS.

SARAH W. ULBRICH, c/o Mrs. Mary Thompson
Route 1, Perdido, Alabama

Continued To

Sheriff claims 26 miles at

Ten Cents per mile Total \$ 2.60
TAYLOR WILKINS, Sheriff

Robert
Shelf's return

Executed by Service on

Sarah W. Ulbrich
Defendant

This 26th day Aug, 1968

Bred
Sheriff of Mobile County

By W. A. Zolbert
Deputy Sheriff

Perdido

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.

SEP 3 9 47 AM '68
BY

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.

JUL 26 4 03 PM '68
BY

RECEIVED

AUG 1 1968

TAYLOR WILKINS
SHERIFF

G. F. C. CREDIT CORPORATION,
a corporation,

PLAINTIFF

VS

SARAH W. ULBRICH,

DEFENDANT

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IN THE COURT OF GENERAL SESSIONS

OF MOBILE COUNTY, ALABAMA

CIVIL DIVISION

CASE NO. 68980

PLEA IN ABATEMENT

Comes the defendant, Sarah W. Ulbrich, in the above entitled cause, appearing specially and only for the purpose of filing this plea, and says that the G. F. C. Credit Corporation, a corporation, plaintiff in this cause, ought not to have and maintain its said action for the defendant says separately and severally, as follows, to-wit:

FIRST

That the said defendant is a resident of Baldwin County, Alabama, and is not a resident of Mobile County, Alabama.

SECOND

That the said defendant resides in the Town of Perdido, Rt. 1, Baldwin County, Alabama, Beat 5, and has resided at this address since March 20, 1967, when she returned from 1730 West Woodlawn, San Antonio, Texas, the said address she resided when the alleged Written Agreement was executed. Said defendant has continuously resided in the Town of Perdido, Rt. 1, Baldwin County, Alabama, from March 20, 1967, to present date. That she has never lived anywhere in Alabama but Perdido, Baldwin County, Alabama.

THIRD

That the said defendant has never resided in Mobile County, Alabama.

Wherefore, the defendant says that the General Sessions Court of Mobile County, Alabama, is without jurisdiction to try and determine this cause, and that this action should be abated, and prays the judgment of this Honorable Court whether the plaintiff should be allowed to further maintain this suite.

Sarah W. Ulbrich
Sarah W. Ulbrich

Mary Thompson White
Attorney for Defendant

STATE OF ALABAMA
BALDWIN COUNTY

Before me, Mary Thompson White, a Notary Public, in and

for said county, in said State, personally appeared Sarah W. Ulbrich, who being known to me, and by me first duly sworn, deposes and says on oath:

That she is the Defendant in the above entitled cause and has personal knowledge of the facts stated in the foregoing pleas and that the said statements of fact therein contained are true.

Sarah W. Ulbrich
Sarah W. Ulbrich

Sworn to and subscribed before me, this the 9th day of September, 1968.

Mary Thompson White
Notary Public, Baldwin County, Alabama
State of Alabama at Large
My Commission expires Nov. 14, 1970

I, Mary Thompson White, Attorney for Defendant hereby certify that I have delivered a copy of this instrument to the Honorable T. E. Bryant, Jr., McDermott & Slepian, Attorneys at Law, Suite 2110, First National Bank Building, Mobile, Alabama, on this 11th day of September, 1968.

Mary Thompson White
Mary Thompson White

9-11-68

THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY ALABAMA

Case No. _____

G. F. C. Credit Corp.
Plaintiff

VS

Sarah W. Ulbrich
Defendant

Amount of Claim: \$732.90

Filed: July 24, 1968

Issued: July 25, 1968

Returnable: September 12, 1968

Service Had: 8-26-68

Cause of Action: W. C.

Attorney for Plaintiff: McDermott & Slapian

Attorney for Defendant: Mary Thompson White

9-11-68 Plea in Abatement filed.

9-12-68 Plea Confessed - Transferred to Circuit Court of Baldwin County.

Trummer

I hereby certify that the foregoing is a true and correct copy of the above styled cause, as it appears on record and in the files of The Court of General Sessions of Mobile County, Alabama.

Witness my hand this the 17th day of September, 1968.

J. D. Richardson
CLERK OF THE COURT OF GENERAL
SESSIONS OF MOBILE COUNTY, ALABAMA

COST BILL

M. E. Dermatt
ATTORNEYS FOR PLTF:—

General Sessions (Civil Div.) Court of Mobile, Mobile County Court House, Mobile, Ala.

B. F. C. Credit Corp.

Plaintiff

Sarah W. Ulbrich

Defendant

CASE NO. *68980*

Garnishee

COURT FEES

Summons and proceedings thereon to judgment

\$1.00 ✓

Docketing each cause

.10 ✓

Law Library Fee

1.00 ✓

Garnishment

Transfer

1.25

1.25

TOTAL

\$

SHERIFF'S FEES

Levying Attachment

6.00

Entering and returning same

.25

Summoning Garnishee and making return

1.50

Serving Summons and other mesne process, and returning the same

1.50 ✓

Collecting execution for costs only

1.50

Serving any summons not herein provided for, and making return

1.50 ✓

Mileage

2.60

TOTAL

\$

GRAND TOTAL

\$

8.95

I respectfully call your attention to the above Court Cost Bill which if not paid by....., 19....., it will be my unpleasant duty to issue execution on your property for the recovery of the same.

J. D. Richardson, Clerk

TRANSFER

NOTICE of ~~APPEAL~~

STATE OF ALABAMA, }
MOBILE COUNTY }

G. F. C. Credit Corp.

Plaintiff

VS.

Sarah W. Ulbrich

c/o Mrs. Mary Thompson White, Route 1, Perdido, Alabama
Defendant

To Sarah W. Ulbrich

in said Cause: G.F. C. Credit Corp. VS Sarah W. Ulbrich

You are hereby notified that

G. F. C. Credit Corp.

the plaintiff in the above entitled cause has prayed and obtained a transfer to the Circuit Court of Baldwin County, Alabama from the ~~judgment there rendered by~~ the ~~judgment of the~~ COURT OF GENERAL SESSIONS OF MOBILE COUNTY, and having complied with the requirements of the law in such cases made and provided, the same has been granted to the next term of the CIRCUIT COURT of Baldwin County, to be held for said County, you are hereby notified accordingly.

Given under my hand this the 17 day of September 19 68

J. D. Richardson
Clerk, Court of General Sessions of Mobile County, Civil Division

VI
Case No. 68980

no. 8323

G. F. C. Credit Corporation

Plaintiff,

VS

Sarah W. Ulbrich
c/o Mrs. Mary Thompson White, Route 1
Peñdido, Alabama

Defendant.

TRANSFER
NOTICE OF ~~APPEAL~~

Returnable To The Circuit Court
OF BALDWIN COUNTY

Issued: September 17, 1968

Serve On:

Sarah W. Ulbrich

MARY THOMPSON WHITE

Attorney-At-Law

ATMORE, ALABAMA 36502

Phone 368-4501

October 21, 1968

Hon. Alice J. Duck, Circuit Clerk,
Baldwin County,
Bay Minette, Alabama.

G. F. C. Corporation vs
Sarah W. Ulbrich

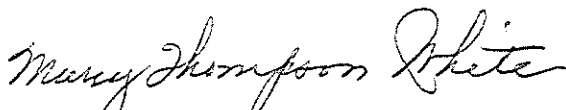
Dear Mrs. Duck:

Please file the attached answer in the above styled cause.

As you will note, I have mailed a copy to McDermott & Slepian,
in accordance with the rules of services.

Thanking you for your cooperation, I am

Sincerely,


MARY THOMPSON WHITE

MTW/se

Attached

G. F. C. Loan Company

OF SAN ANTONIO WOODLAWN

• 425 BANDERA ROAD

• SAN ANTONIO,

TEXAS

TELEPHONE GR3-1416

LENDER

NOTE

No 8323

AGREED RATE OF INTEREST

\$19 per \$100 per annum on that part of the cash advance not in excess of \$100; \$16 per \$100 per annum on that part of the cash advance in excess of \$100 but not in excess of \$200; \$13 per \$100 per annum on that part of the cash advance in excess of \$200 but not in excess of \$300; \$11 per \$100 per annum on that part of the cash advance in excess of \$300 but not in excess of \$500; \$9 per \$100 per annum on that part of the cash advance in excess of \$500 but not in excess of \$1,000; \$7 per \$100 per annum on that part of the cash advance in excess of \$1,000, but not in excess of \$1,500.

Debtor

BORROWERS (NAME)	BRANCH NO.	LOAN NO.	MONTHLY PAYMENT DATE
ULBRICH, SARAH	7702	4533	8
Mail: C/O Sears-Roebuck Plc.	CITY: San Antonio	ZIP: 78205	HOW LONG: 6 Mos
ADD:		PHO: GR3-1877	

NOTE

For value received, on the above date, the undersigned, jointly and severally, promise to pay the above named company, at its above office, the face amount of this loan including both cash advance and interest charges at the agreed rate in monthly installments, all as stated herein, said payments to be applied to the combined total of cash advance and interest charges until the face amount of this contract is fully paid.

DATE OF LOAN	NO. OF PYTS.	PYT. SCHEDULE	FACE AMT. OF LOAN	FIRST PYT. DUE	MATURITY DATE
8-8-66	25	@ \$34.00	\$50.00	9-8-66	3-8-68
CASH ADVANCE	CONTRACT CHARGE	AUTO. PHYS. DAM. INS. PREM.	CREDIT LIFE INS. PREM.	DISABILITY INS. PREM.	HHG. INS. PREM.
672.93	178.77	Nons	14.17	39.13	15.80
					FILING FEE 1.00

In the event that any installment remains unpaid five (5) days or more following the date such installment is due (including Sundays and holidays), the undersigned will pay interest for default at a rate of three cents (3¢) for each one dollar (\$1.00) of such scheduled installment. Said additional charge may not be made more than once on the same installment. If the payment date for each fully unpaid installment, on which no interest for default has been collected, is deferred as of an installment date for one or more full months and the maturity of this contract is extended for a corresponding period, the undersigned will pay as a deferment charge an amount equal to the difference between the refund which would be required for prepayment in full as of the date of deferment and the refund which would be required for prepayment in full as of one month prior to such date multiplied by the number of months in the deferment period, which deferment period is defined as beginning the day following the due date of the scheduled installment preceding the first installment being deferred and during which no payment is being made or required by reason of such deferment. The interest for default or deferment may be collected at the time of default or deferment or at any time thereafter.

The unpaid balance of this note, or any part thereof, may, at the option of the undersigned, be prepaid at any time during the company's regular business hours.

In the event of prepayment in full, by cash, renewal, or refinancing, one month or more before the date of final payment, the holder hereof shall give a refund of a portion of the amount of charges stated above, all as more fully set forth in Sections 17 (a) (6) of the Texas Regulatory Loan Act. No refund shall be payable in an amount less than \$1.00.

Default in the payment in any installment of the principal or charges hereon, or of any part of either, shall, at the option of the holder hereof, and without notice or demand, render the then unpaid balance of this note at once due and payable. Provided however, in the event the maturity of this note is accelerated by the exercise of holder's option, the unpaid balance shall be reduced by that portion of the amount of interest originally contracted for which would be required for prepayment in full on the date of acceleration. In the event any legal action is commenced to enforce the obligation evidenced hereby, the undersigned agree to pay, in addition to the amount due hereunder, the court costs and attorney's fees assessed by a court.

Each of us, whether subscribing hereto as maker, co-maker, endorser, surety, or guarantor, or in any other capacity, severally waive all the demands, protests, presentments and notices thereof and of non-payment and further waives as to this note or as to any renewal of same all rights and relief under the Constitution or any exemption laws now in force or hereafter adopted or enacted in the State of Texas or in any other state or states.

And we, the undersigned, hereby certify that each of us is of lawful age and this note evidences a loan made to us in the actual amount of the cash advance set forth, all of which has been received by us at the time of delivery of this note, subject only to the above stated deductions for insurance premiums and filing fees, together with a copy of this note.

This agreement shall inure to and be binding upon the several respective legal representatives, successors, heirs, and assigns of the parties hereto.

This note is secured by a Security Agreement of even date herewith.

Borrower hereby acknowledges receipt of a copy of this note.