

STATE OF ALABAMA)
BALDWIN COUNTY)

To any sheriff of the State of Alabama:

You are hereby commanded to summon John Smith and Virgie Smith to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Liberty Loan Corporation of Mobile, Inc., a corporation.

OCT 25, 1966

Res. J. Duck
Clerk

LIBERTY LOAN CORPORATION OF
MOBILE, INC., a corporation,

Plaintiff,

VS.

JOHN SMITH and VIRGIE
SMITH

Defendants.

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. 8402-

Plaintiff claims of the Defendants \$295.88, due by promissory note made by them on, to-wit, the 25th day of October, 1966, payable to Consumers Budget Loan Company in installments of \$17.00 each, except the final installment in the amount of \$19.12, the first installment being due and payable December 2, 1966, and a subsequent installment due on the 2nd day of each month thereafter until the entire balance due under said note be paid in full. Plaintiff avers that said note was endorsed to the Plaintiff in writing, and is now the property of the Plaintiff. Plaintiff avers that the Defendants defaulted in the payments due under said note on, to-wit, the 11th day of July, 1967, and pursuant to the terms of said note, Plaintiff declares the entire unpaid balance under said note presently due and payable.

TYSON, MARR & FRIEDLANDER
Attorneys for Plaintiff

By *Mark D. Tyson*

For the Firm

Defendants may be served:

Miller Street
Fairhope, Alabama

FILED

OCT 25 1968

ALICE J. DUCK CLERK
REGISTER

m. 8402

Liberty Loan Corporation
of Mobile - a corp

vs.

John Smith
and
Virgie Smith

FILED

OCT 25 1968

ALICE J. DUCK CLERK
REGISTER

Miller # 550
Floyd Middle

Tyson, Morris & Friedlander

Received 25th day of Oct 1968
and on 8 day of Nov 1968
I served a copy of the within AFC
on John Smith & Virgie Smith
By service on Alice J. Duck

TAYLOR WILKINS, Sheriff
By Roy Randall D.S.

140
1400
Sheriff claiming
Ten Cents per mile Travel Allowance
BY Roy Randall
DEPUTY SHERIFF

LIBERTY LOAN CORPORATION OF)	IN THE CIRCUIT COURT OF
MOBILE, INC., a corporation,)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	AT LAW
VS.)	
JOHN SMITH and VIRGIE SMITH,)	
Defendants.)	CASE NO. <u>8402</u>

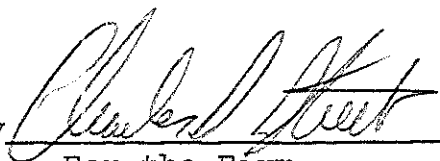
MOTION TO REINSTATE

Comes now the Plaintiff in the above style cause, by and through its attorneys, Tyson, Marr and Friedlander, and moves this Honorable Court set aside the order heretofore entered herein on the 7th day of February, 1969, dismissing the said case, and as grounds for said motion, says and shows unto this Honorable Court as follows:

That counsel for the Plaintiff inadvertently missed the setting of the term of this Court, and counsel not regularly practicing in this Court, did not realize the term had been held and the cases dismissed until after the said action was taken.

WHEREFORE, Plaintiff prays that the order heretofore entered on the 7th day of February, 1969, be set aside, and the case restored to the trial docket, and Plaintiff prays for such other, further and different relief to which it may be entitled, premises considered.

TYSON, MARR AND FRIEDLANDER
Attorneys for Plaintiff

By 
For the Firm

FILED

MAR 6 1969

ALICE J. S. CLERK
CLERK

For value received, I hereby sell, assign, and set over to
Liberty Loan Corporation of Mobile, Inc., all of my right, title
and interest in and to the account of John Smith and Virgie
Smith.

CONSUMERS BUDGET LOAN COMPANY

By

Its

Maney

NOTE

CONSUMERS BUDGET LOAN COMPANY

929 St. Louis Ave.

E. St. Louis, Ill.

(B) Agreed Rate Charges: 3% per month on any part of the unpaid principal balance of the loan not exceeding \$150, and 2% per month on that part of the unpaid principal balance exceeding \$150 and not exceeding \$300, and 1% per month on any part of the unpaid principal balance exceeding \$300.

(c) BORROWERS (Names and Addresses):

LOAN NO.
1447-1

(D) FIRST INSTALLMENT DUE:
DEC.
2nd

AND SAME DAY
EACH MONTH.

JOHN SMITH
VIRGIE SMITH
1225 Calhoun
Madison, Ill.

(E) DATE OF THIS NOTE: 10-25-66	(F) PRINCIPAL AMT. OF THIS LOAN: \$ 307.00	(G) DATE OF MATURITY AND FINAL INSTALLMENT DUE: 12-2-68	(H) LIFE INS. PREMIUM: 6.74	(I) ACCIDENT AND HEALTH INSURANCE PREMIUM: 17.08
(J) MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST ARE 25 24 OF \$ 17.00 EACH EXCEPT FINAL PAYMENT SHALL BE THE UNPAID BALANCE OF NOTE PLUS ANY UNPAID CHARGES. 19.12				

This note is secured by Wage

Assignment - Credit Life Insurance - Accident and Health Insurance

and a Security Agreement on ~~HOUSEHOLD~~ ~~PERSONAL~~ Cookware & Stereo

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the Payee named in (A) above at its above office the actual amount of the loan as stated in (F) above, being the principal amount of this note, together with interest at the agreed rate as stated in (B) above until fully paid.

Payment of principal and interest shall be made as indicated in (J) above, in consecutive monthly installments, beginning on the stated due date for the first installment stated in (D) above, and continuing on the same day of each succeeding month to and including the stated due date for the final installment stated in (G) above.

Every payment made hereon shall be applied first to interest to date of actual payment, and remainder to principal. If the principal amount of this note or any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the rate stated in (B) above.

Payment is permitted to be made in advance in any amount on this loan at any time.

Default in making any payment shall, at the option of the holder hereof and without notice, render the 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 or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor, or surety hereof, it being the intent of all parties to this note that they shall continue jointly or severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties, and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest, and notice of demand, non-payment, and protest of this note.

To secure payment of said principal and interest, the borrower, co-makers, endorsers, guarantors, and sureties irrevocably authorize any attorney of any court of record to appear for any one or more of the parties to this note in such court from time to time, in term or vacation, after default in payment of this note or interest thereon, or any part of either thereof, and confess a judgment against us, each of us, or any one or more of us, jointly or severally, in favor of the holder of this note, for such an amount as may then appear unpaid thereon; to release all errors which may intervene in any such proceedings; and to consent to the immediate issuance of execution thereon; hereby ratifying every act of such attorney hereunder.

The caption hereof, including Items (A) to (J) inclusive, is a part of this Note.

The borrower acknowledges receipt of a statement of the loan in English as required by law.

(The payee herein named is licensed under the Illinois Consumer Finance Act.)

Witnesses:

Ralph T. [Signature]
Earl [Signature]

1. *John Smith* (Seal)
Borrower 120-46-2260

2. *Virgie Smith* (Seal)

3. (Seal)

4. (Seal)