

CIRCUIT COURT

G.A.C. FINANCE CORPORATION)	IN THE COURT OF GENERAL SESSIONS OF
)	MOBILE COUNTY BALDWIN COUNTY
VS:)	ALABAMA
)	AT LAW
EDDIE GERMAN)	CASE NO. <u>9581</u>

Plaintiff claims of the defendant the sum of \$ 232.44 due by promissory note heretofore executed by the defendant, payable to the plaintiff, together with interest thereon. Plaintiff avers that defendant defaulted in the terms of said promissory note, in that he failed and refused to make payments as specified thereunder.

Plaintiff claims benefit of waiver of exemptions as to personal property, as provided for in said note, and also, plaintiff claims a reasonable attorney's fee, in the sum of \$ -0-, averring said fee to be reasonable.

The plaintiff is a licensee under the Alabama Small Loan Act of 1959, and its place of business in Mobile, Alabama, is separately licensed in compliance with the requirements of the Alabama Small Loan Act, and was so licensed at the time the said loan was made. Plaintiff further avers that said loan was made under, pursuant to and in compliance with the terms of said Alabama Small Loan Act.


ATTORNEY FOR PLAINTIFF

Serve the defendant: Box 186, Perdido, Alabama or c/o U. S. Steel Corporation, Loxley, Alabama.

FILED

FEB 24 1969

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 8581

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Eddie German

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

Eddie German Defendant

by G.A.C. Finance Corporation

Plaintiff

Witness my hand this 24th day of February 1969

Alice J. Luck Clerk

24/2-26-69

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

G.A.C. FINANCE CORPORATION

Plaintiffs

vs.

EDDIE GERMAN

Defendants

SUMMONS AND COMPLAINT

Filed February 24, 1969

Alice J. Duck Clerk

E. Graham Gibbons

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED
Received in Office

FEB 24 1969 19.....

TAYLOR WILKINS Sheriff

I have executed this summons

this Feb 26 1969

by leaving a copy with

Eddie German

Sheriff claims 26 miles

Ten Cents per mile Total \$ 2.60

TAYLOR WILKINS, Sheriff

BY T. Tolbert
DEPUTY SHERIFF

Taylor Wilkins Sheriff

T. A. Tolbert Deputy Sheriff

Perchick

GIBBONS & STOKES

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

April 14, 1969

E. GRAHAM GIBBONS
B. F. STOKES, III

JOHN S. GONAS, JR.
WILLIAM L. HOWELL

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA 36601

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

Re: ~~G.A.C. Finance Corporation vs Eddie German,~~
Circuit Court #8581

Dear Mrs. Duck:

Enclosed please find copy of promissory note pertaining to the above styled cause. Please ask the Judge to enter a default judgment for a balance of \$232.44. We have requested no attorney fee.

Thank you for your attention to this matter. I would appreciate information from you with regard to the date judgment is entered.

Sincerely,


E. Graham Gibbons

EGG:fo

ADDRESS: Box 186 Perdido, Ala. 36562		HOME PHONE:	LENDER, (LICENSEE) - ADDRESS G.A.C. Finance Corporation of Mobile 51 South Centerton Street Mobile, Alabama 36601	
CHARGES:		DATE OF FIRST INSTALLMENT: 2-16-67		
DATE OF NOTE: 1-16-67		SUCCEEDING INSTALLMENTS PAYABLE ON: 16th		
TOTAL AMOUNT DUE ON NOTE AND ACTUAL AMOUNT OF LOAN (CASH ADVANCE): \$220.56		DAY OF EACH MONTH:		EACH SUCCEEDING INSTALLMENT: \$13.00
PAYABLE IN: 24		FIRST INSTALLMENT: \$13.00		FINAL INSTALLMENT: \$13.00
CONSECUTIVE MONTHLY INSTALLMENTS:		PAYABLE ON: 2-16-69		
(EXCEPT FINAL)		EQUAL IN ANY CASE TO UNPAID PRINCIPAL AND INTEREST		
SECURITY: SSN				
INSURANCE: 506719				
EXPIRES: 1-16-69				
LIFE INS.: 3.11				
TITLE: XX				
FILE & REC.: XX				

TOTAL INDEBTEDNESS
(TO BE WRITTEN IN WORDS)

AGREED RATE OF CHARGE { Three per centum (3%) per month on any part of the unpaid principal balance of the loan not exceeding Two Hundred Dollars (\$200.00), and two per centum (2%) per month on that part of the unpaid principal balance exceeding Two Hundred Dollars (\$200.00) but not exceeding Three Hundred Dollars (\$300.00). The rate of charge for each day in a fraction of a month is one-thirtieth (1/30) of the monthly rate.

NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the Lender named above in its said office, the Total Amount Due On Note as stated above in the number and amount of successive monthly installments as shown above including interest at the agreed rate as shown above, the first of which installments shall be payable on the date as shown above and each succeeding installment shall be payable on the same day of each succeeding month thereafter together with a final installment covering any unpaid balance including interest as aforesaid which final installment shall be payable on the date as stated above. If this Note is not paid at maturity it shall continue to bear interest at said rate stated above for a period of six (6) months after the due date of the final installment; thereafter interest will be charged at a rate not to exceed eight per cent (8%) per annum.

A default in the payment of any installment or any part of the installment shall at the option of the holder, assignee or any subsequent holder and without notice or demand render the entire unpaid balance due and payable and acceptance of payment after default shall not constitute a waiver of such default. Extension of the time of payment of all or any part of the amount owing on this Note at any time or times shall not affect the liability of any party to the Note or surety or guarantor. Sureties or guarantors and all parties to this Note, severally waive demand and presentment of payment, notice of non-payment and notice of protest of this Note. Sunday and holiday due dates are extended to the next business day. Payment in advance may be made in any amount at any time. Payments when made shall be applied first to charges computed in full to date thereof and the remainder to principal. Charges shall be computed upon unpaid principal balances and upon the basis of the number of days actually elapsed and for the purpose of such 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 one-thirtieth (1/30) of a month when computation is made for a fraction of a month.

All parties hereto severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this Note and agree that their liability hereunder shall not be affected by any extension of the date 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. The caption hereof is a part of this Note.

The undersigned hereby acknowledges receipt of a Loan Statement as is required by Section 15(a) of the Alabama Small Loan Act. This Note is made pursuant to the provisions of said Act and subject to all the terms and provisions thereof and notwithstanding any language used herein shall not be construed to contract for or charge a greater amount than allowed by said Act and any overcharge made under such provision shall be adjusted upon final payment.

Agent of Licensee Making Loan (Witness)

(Witness)

Ala.—Note (SL)