

FIRST GULF SHORES CORPORATION

Plaintiff

VS.

M. Gene Brown and
Bernice Brown

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 875-4

1.

The Plaintiff claims of the Defendants the sum of FOUR HUNDRED FIVE and 34/100 DOLLARS (\$405.34) balance due after all proper credits given on a promissory note made by the Defendants on the 27th day of August, 1968 and payable as follows: 24 monthly installments of \$17.42 each, beginning September 27, 1968. The Plaintiff avers that the Defendants defaulted in the payment and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff alleges that it is a licensee under the ALABAMA SMALL LOAN ACT and that the loan evidenced by said promissory note was made in compliance with said act.

WILTERS, BRANTLEY & NESBIT

BY:

Walter S. Nesbit
Attorney for Plaintiff

M. Gene Brown lives in Foley, Alabama. Bernice Brown lives in Flomation, Alabama.

FILED

JUN 12 1969

ALICE J. DUCK

CLERK
REGISTER

NOTE & MORTGAGE

Loan No. 364

NAME AND ADDRESS OF LICENSEE:

Borrowers (Name and Address):

F. G. S. C.
FIRST GULF SHORES CORPORATION
117 WEST ORANGE AVENUE
FOLEY, ALABAMA 36535

M. Gene Brown
Route # 1, Box 82, Foley, Ala

(31)

DATE OF LOAN: <u>8-27-65</u>	FIRST INSTALLMENT DUE <u>9-27-65</u>	OTHER INSTALLMENTS DUE Every <u>27</u> days	FINAL PAYMENT DUE: <u>8-27-70</u>	Final Installment Equal in Any Case To Unpaid Principal and Charges	CHARGES PRECOMPUTED UNDER OPTIONS BELOW <input checked="" type="checkbox"/> <input type="checkbox"/>
CASH ADVANCE: <u>\$300.00</u>	PRECOMPUTED CHARGES: <u>\$118.08</u>	CR. LIFE PREM. <u>\$6.27</u>	REC. & REL. FEE <u>\$—</u>	FACE AMOUNT: <u>\$418.08</u>	FACE AMOUNT PAYABLE IN <u>14</u> { Monthly Semi-Monthly 15 Day Weekly Installments
AMOUNT OF INSTALLMENTS <u>\$1742</u>					

FACE AMOUNT OF NOTE Four Hundred Eighty & 08/100

Interest has been precomputed at the following agreed rate and is payable in equal and consecutive installments of principal and interest or charges combined.

AGREED RATE OF CHARGE:

(A) 3% per month on that part of the unpaid principal balance not exceeding \$200 and 2% per month on any remainder of any unpaid principal balance exceeding \$200 but not exceeding \$300 (8% per annum 6 months after maturity and as provided by law in case of judgment or bankruptcy. For purposes of 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 1/30 of a month when computation is made for a fraction of a month.

(B) One dollar (\$1) for each five dollars of cash advanced to the borrower, up to the amount of seventy-five dollars (\$75) provided that a period of at least fifteen (15) days is allowed for the repayment of each five dollars (\$5) of the cash advanced.

IN CONSIDERATION of a loan made by the Licensee named above, at its above office in the principal amount hereof, the undersigned jointly and severally promise to pay to the order of said Licensee, at its said office, said principal amount together with charges at the above rate until fully paid.

Payment in advance may be made hereon in any amount at any time during Licensee's regular business hours. In the event this note is repaid in full (by cash, a new loan, refinancing, or otherwise) one month or more before final installment date, the amount of interest precomputed hereon shall be subject to refund as provided in Section 14(4) (a) of the Alabama Small Loan Act of 1959.

In the event of default in the payment of any scheduled installment, the Licensee may, at its option, render the entire unpaid principal balance of the amount of loan and accrued interest thereon at once due and payable. If such default continues fifteen (15) days or more, the Licensee may charge and collect a default charge equal to three percent (3%) of the scheduled installment in accordance with Section 14(5) of the Alabama Small Loan Act of 1959, and the undersigned agrees to pay said default charge. If the loan is not prepaid in full but becomes partially prepaid in an amount equal to three (3) or more installments, the Licensee shall reduce the balance due by the amount that would be required to be refunded for prepayment in full on the date of of such partial prepayment and compute charges as payments are made thereafter in the manner prescribed in the agreed rate of charge on the remaining

installments. All parties hereto severally waive demand, present for payment, notice of nonpayment, notice of protest of this note, and agree that their liability hereunder shall not be affected by any extensions of the time 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 undersigned, hereinafter designated as Mortgagors, for and in consideration of an indebtedness, in the amount indicated above and payable in the manner and on the date as also set out above, due by the undersigned to the lender named above, hereinafter designated as the Mortgagee, and for the purpose of securing the same, and any extension or renewal thereof and any advances which may be hereafter made to the undersigned, the undersigned severally and jointly, does hereby grant, bargain, sell, and convey to the said Mortgagee the personal property described and listed below, and now located at the Mortgagor's address indicated above, warranted free and clear from all liens and encumbrances and against any adverse claims whatsoever. The holder shall have the right, during the life of this mortgage or at any time before the debt secured hereby is paid, to advance to the undersigned any additional sum and such advances shall likewise be secured by this mortgage.

Default charges and/or refunds upon prepayment or renewal will be based on the Schedule of Payments as shown on this contract.

AUTO YR.	MAKE	BODY STYLE	MODEL	MOTOR OR SERIAL NO
<u>1961</u>	<u>Cornet</u>	<u>Ste. Wagon</u>		<u>1422 V 8 07168</u>

PIECES BDRM. SUITE-SPRING & MATTRESS	PIECE LIV. RM. SET	PIANO	RANGE
PIECES BDRM. SUITE-SPRING & MATTRESS	RUG	TABLE RADIO	ELECTRIC REFRIGERATOR
SINGLE BED-SPRING & MATTRESS	STUDIO COUCH	CABINET RADIO	ICE BOX
DOUBLE BED-SPRING & MATTRESS	DIVAN	TABLE TELEVISION SET <u>Admnd</u>	KITCHEN CABINET
BABY BED	OVERSTUFFED CHAIR	CABINET TELEVISION SET	UTILITY CABINET
DRESSER	OCCASIONAL CHAIR	FLOOR LAMPS	PIECE BREAKFAST SET
CHEST OF DRAWERS	PLATFORM ROCKER	TABLE LAMPS	LINOLEUMS
CHIFFOROB	COFFEE TABLE	PIECE DINING SUITE	WASHING MACHINE
CEDAR CHEST	END TABLES	SEWING MACHINE	VACUUM CLEANER
VANITY LAMPS	DESK	AIR CONDITIONER	LAWN MOWER
		<u>1, 12th St. Foley</u>	

Upon condition, however, that if the undersigned pays said indebtedness, this conveyance shall be void; otherwise, to remain in full force and effect; but if the undersigned shall fail to pay said indebtedness or any installment thereof, the holder hereof shall have the right to immediately take possession of said property and sell the same at public or private sale, at such place as the holder may elect and without having the property at the place of sale, at public outcry for cash, at which sale the holder may be the purchaser, and apply the proceeds to the payment of said debt and as required by law. If a deficiency occurs, the mortgagors agree to pay such deficiency. Borrower acknowledges receipt of copy of loan statement.

Witnessed: M. Gene Brown (SEAL)
Bernice Brown (SEAL)
Witnessed: _____ (SEAL)
(Agent making loan) _____ (SEAL)

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon M. Gene Brown and Bernice Brown.....

.....
.....
.....

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.....

M. Gene Brown and Bernice Brown....., Defendant..S...

by First Gulf Shores Corporation.....

....., Plaintiff.....

Witness my hand this 12 day of June 19 69

Alice J. [Signature] Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

First Gulf Shores Corporation.....

Plaintiffs

vs.

M. Gene Brown and Bernice Brown.....

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

JUN 12 1969

Clerk

ALICE J. BURK CLERK
REGISTER
Sheriff claims miles at

Ten Cents per mile Total \$ 72

TAYLOR WILKINS, Sheriff

BY [Signature]
DEPUTY SHERIFF

WILTERS, BRANTLEY & NESBIT

BY:
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Gene Brown lives in Foley, Ala.
Bernice Brown lives in Flomation,
Alabama.....

Received In Office

Oct 1 1969
19.6.9
[Signature]
Sheriff

I have executed this summons

this 19.....

by leaving a copy with

M. Gene Brown 10-17-69
Not found 7-8-69

Returned 30 day of July 1969
Not found in my county after diligent search and in-
quiry. a m. Gene Brown
BY Taylor Wilkins Sheriff
[Signature] Deputy Sheriff
To [Signature] Sheriff
[Signature] Deputy Sheriff

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 8754

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

M. Gene Brown and Bernice Brown

You Are Hereby Commanded to Summon

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

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by First Gulf Shores Corporation

....., Plaintiff.....

Witness my hand this 12 day of June 1969

Alice J. Black Clerk

No.....

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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

First Gulf Shores Corporation

Plaintiffs

vs.

M. Gene Brown and Bernice Brown

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Gene Brown lives in Foley, Ala.

Bernice Brown lives in Flomaton, Ala.

Received In Office

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Sheriff

Deputy Sheriff

FIRST GULF SHORES CORPORATION

Plaintiff

VS.

M. Gene Brown and
Bernice Brown

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

1.

The Plaintiff claims of the Defendants the sum of FOUR HUNDRED FIVE and 34/100 DOLLARS (\$405.34) balance due after all proper credits given on a promissory note made by the Defendants on the 27th day of August, 1968 and payable as follows: 24 monthly installments of \$17.42 each, beginning September 27, 1968. The Plaintiff avers that the Defendants defaulted in the payment and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff alleges that it is a licensee under the ALABAMA SMALL LOAN ACT and that the loan evidenced by said promissory note was made in compliance with said act.

WILTERS, BRANTLEY & NESBIT

BY:

[Signature]
Attorney for Plaintiff

M. Gene Brown lives in Foley, Alabama. Bernice Brown lives in Flomation, Alabama.

FILED

JUN 12 1969

ALICE J. DUCK CLERK
REGISTER