

# Interstate Finance Company Of Alabama

• P.O. Box 515  
• Robertsedale, , Alabama

## NOTE

Loan No. 0116-5-0017
Due Date 12-10-68

Borrowers' Name and Address

• PEADEN, SAM H.  
• Rt. 1 Box 17  
• Bay Minette, Alabama

Filing or Recording Fee . . . \$ -0-  
Other Allowable Fees  
(Specify) . . . \$ -0-

## INSURANCE

## PREMIUM

CREDIT LIFE . . . . . \$ 2.34

OTHER: (Specify)

Ok. to Cust . . . . . \$ 257.66

Date of Note	Amount of Note and Actual Amount of Loan (Cash Advance)	Number of Monthly Payments	First Payment Due	Amount of Payments of Principal and Interest (Except Final)	Final Payment Due	Amount of Final Payment—Equal in any Case to Unpaid Principal Balance and Interest
11-9-68	\$ 260.00	12.	12-10-68	\$ 26.00	11-10-69	\$ 26.00

Total Indebtedness  
(To be Written in Words)

260.00

The security for this note is a chattel mortgage on NOTE

**For Value Received**, the undersigned, jointly and severally, promise to pay to the order of said Lender, at its said office, the actual amount of loan shown above which is the actual amount of money lent to the undersigned with agreed charges of interest at the rate of 3% per month on that part of the unpaid principal balance not in excess of \$200 and 2% per month on that part of the principal balance in excess of \$200 but not exceeding \$300 to the date of maturity and six months thereafter, and thereafter 8% per annum on the unpaid principal balance.

In the event any installment shall not have been paid within 15 days after it becomes due and payable, the undersigned agrees to pay the further charge of 3% of such installment to Lender.

A 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 entire unpaid principal balance hereof and accrued interest thereon at once due and payable. Charges shall be computed on the unpaid principal balance for the number of days actually elapsed. A day shall be considered 1/30th of a month when computation is a fraction of a month. All payments hereon shall be applied first to interest to date of payment and remainder to principal. The Borrowers may prepay this note in whole or in part at any time during the Lender's regular business hours.

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 time of payment of all or any part of the amount owing hereon at any time or times. The caption hereof is part of this note.

In consideration of the loan this day extended by the above Lender, the undersigned agree and authorize said Lender, its officers, agents, representatives and assigns, to communicate with us, or with any person, firm, corporation or governmental agency, by any known means of communication, for any purpose it might deem necessary in connection with or during the pendency of the loan extended, and do hereby waive any right we have to a claimed violation of our right of privacy by reason of such communication.

The construction, validity and effect hereof shall be governed by the Alabama Small Loan Act.

The undersigned acknowledge the receipt of a statement in English as required by Section 15 (a) of the Alabama Small Loan Act.

In Witness Whereof, Borrowers have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Witness:

*Joseph Buck**Sam Peaden*

(Seal)

Witness:

*Re Lois Harty*

(Husband or Wife)

(Seal)

Witness:

Agent Making Loan

(Seal)

## LEGAL ACTION FORM

FROM: INTERSTATE SECURITIES (Name of Company)Date 5-13-69OFFICE # 0116ADDRESS Box 515 ROBERTSDALE, ALA.

TO: Attorney \_\_\_\_\_

Borrower's Name SAM H. PEADEN Address RT 1 Box 17 BAY MINETTE, ALA.  
 Wife's Name (if a party to note) \_\_\_\_\_ Address \_\_\_\_\_  
 Employer UNK How long? \_\_\_\_\_ Address \_\_\_\_\_  
 Position \_\_\_\_\_ Department \_\_\_\_\_  
 Borrower's Salary UNK ( ) Wk. ( ) Mo. Pay Day \_\_\_\_\_ Date verified \_\_\_\_\_

Co-Maker's Name \_\_\_\_\_ Address \_\_\_\_\_  
 Co-Maker's Employer \_\_\_\_\_ Address \_\_\_\_\_  
 How long? \_\_\_\_\_ Position \_\_\_\_\_ Department \_\_\_\_\_  
 Co-Maker's Salary \_\_\_\_\_ ( ) Wk. ( ) Mo. Pay Day \_\_\_\_\_ Date verified \_\_\_\_\_

Original Amt. of Loan \$ 260.00 Date Made 11-9-68 Security NOTE  
 Payment Schedule 12 X 26.00 Date of Last Payment NONE MADE Contract is 16  
 installments of \$ 26.00 past due, totaling \$ 156.00. 1st payment was due 12-10-68  
 Contract expires 11-10-69 Date Mortgage filed NONE  
 Principal unpaid balance as of 5-13-69 is \$ 260.00  
 Interest as of 5-13-69 is \$ 29.73  
 Total amount due as of 5-13-69 is \$ 289.73

We rechecked Chattel Mortgage records in \_\_\_\_\_ County on \_\_\_\_\_ and  
 verified that we (do) (don't) have a 1st mortgage. If our mortgage not 1st, explain details  
 \_\_\_\_\_  
 \_\_\_\_\_

## ACTION TO BE TAKEN BY ATTORNEY

Obtain Judgment ☒ Replevin or Sequestration ( )  
 Garnishee ☒ Special Instructions ( )  
 If judgment not taken on all parties on note, explain.  
 \_\_\_\_\_  
 \_\_\_\_\_

Papers attached: Note ( ) Certified copy of mortgage ( )  
 Deed of Trust ( ) Duplicate Ledger Card ( )

State briefly why legal action is necessary

Customer Refuses to pay  
 \_\_\_\_\_  
 \_\_\_\_\_

Make check payable to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
 for \_\_\_\_\_ charge: Collection Expense ( ) Account ( )

DISTRICT SUPERVISOR APPROVAL

Date \_\_\_\_\_

BY

R. O. Ross  
 District Supervisor

Remarks \_\_\_\_\_

PREPARE IN TRIPLICATE - SUBMIT ALL COPIES TO DISTRICT SUPERVISOR WITH ATTACHMENTS FOR APPROVAL.

SUPERVISOR WILL RETAIN COPY. WHEN RECEIVED BY BRANCH AFTER APPROVAL, FORWARD ORIGINAL AND  
 ATTACHMENTS TO ATTORNEY. - FILE COPY IN BORROWER'S LOAN POCKET. ON AUTO REPOSSESSIONS REQUIRING  
 IMMEDIATE ACTION, CALL DISTRICT SUPERVISOR FOR APPROVAL.

INTERSTATE SECURITIES COMPANY  
OF ALABAMA,

PLAINTIFF,

VS.

SAM H. PEADEN,

DEFENDANT.

: IN THE CIRCUIT COURT OF  
:  
: BALDWIN COUNTY, ALABAMA  
:  
: AT LAW

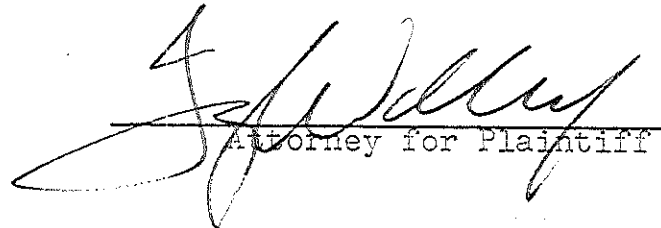
:  
:  
: NUMBER: 8264  
:

\* \* \* \* \*

I.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED EIGHTY-NINE and 73/100 DOLLARS (\$289.73) as balance due on a note for TWO HUNDRED EIGHTY-NINE and 73/100 DOLLARS (\$289.73) made by him on the 9th day of November, 1968, and payable on the 9th day of December, 1968, with interest thereon.

The note contains provision for a reasonable attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

  
Attorney for Plaintiff

Defendant may be served at  
Route 1, Box 17  
Bay Minette, Alabama

FILED

JUN 18 1969

ALICE J. DUCK CLERK  
REGISTER

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

NUMBER: \_\_\_\_\_

INTERSTATE SECURITIES  
COMPANY OF ALABAMA,

PLAINTIFF,

VS.

SAM H. PEADEN,

DEFENDANT.

Taylor Wilkins, Jr.  
Attorney for Plaintiff

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 SAM H. PEADEN

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.....

SAM H. PEADEN ..... Defendant.....

by .....

INTERSTATE SECURITIES COMPANY OF ALABAMA ..... Plaintiff.....

Witness my hand this 18 day of June 1969  
Alice J. Luck, Clerk

24-6-18-69

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No. 8764

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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Interstate Securities  
Co. of Ala. Plaintiffs

vs.

Sam H. Reader Defendants

SUMMONS AND COMPLAINT

**FILED**

Filed ..... 19.....

JUN 18 1969

Clerk

**ALICE J. DUCK** CLERK  
REGISTER

Taylor Wilkins Jr. Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

**RECEIVED**  
Received In Office  
JUN 18 1969

19.....

**WALKER**  
SHERIFF

Sheriff

I have executed this summons

this June 18 1969  
by leaving a copy with

Sam H. Reader

Taylor Wilkins Jr. Sheriff  
W. A. Tolbert Deputy Sheriff