

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Fred C. Jefferson 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 same, then and there to answer the Complaint of Home Credit Company of Hattiesburg, Inc., A Corporation.

Witness my hand this 18<sup>th</sup> day of February, 1966.

*Alice J. Luck*  
Clerk

HOME CREDIT COMPANY OF HATTIES- X  
BURG, INC., A Corporation, X

Plaintiff, X

vs. X

FRED C. JEFFERSON, X

Defendant. X

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

6871

COUNT ONE:

The Plaintiff claims of the Defendant Five Hundred and Twenty-eight Dollars (\$528.00) due by Promissory Note made by him on the 10th day of July, 1965, and payable on the 14th day of August, 1965, together with interest thereon, since maturity at the rate of six percent, which sum of money is still unpaid.

The Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay all costs of collecting, or securing or attempting to collect or secure said note, includ-

ing an attorney's fee of twenty percent of the balance then owing. The Plaintiff further claims of the Defendant the further and additional sum of One Hundred and Five Dollars (\$105.00) as such reasonable attorney's fee.

The Plaintiff further avers that in, by and as a part of said note the Defendant waives any or all benefits of relief from homestead exemptions and all other exemptions or moratoriums to which he may be entitled under any laws, now in force or hereafter to be passed, as against this debt or any renewal thereof, and the Plaintiff claims the benefit of such waiver.

CHASON, STONE & CHASON

FEB 15 1966

ALICE L. DICK, CLERK

REGISTER EX-3-1-66

By

*John Earl Chason*  
Attorneys for Plaintiff

There is attached hereto the original note being sued upon.

Received 18 day of Feb 1966  
and on 1 March 1966  
I served a copy of the within doc  
on Fred C. Jefferson

By service on \_\_\_\_\_  
\_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
W. A. Jelbert D.S.  
Herbert

Sheriff claims 22 miles at  
Ten Cents per mile 2.20  
TAYLOR WILKINS  
BY W. A. Jelbert  
DEPUTY SHERIFF

6871

HOME CREDIT COMPANY OF "HATTIES-  
BURG, INC., A Corporation,

Plaintiff,

VS.

FRED C. JEFFERSON,  
Serve at Bacon-McMillen Mill  
Stockton, Ala. Defendant.

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

\* \* \* \* \*

CHASON, STONE & CHASON  
ATTORNEYS AT LAW  
P. O. Box 120  
BAY MINETTE, ALABAMA

NAME <b>Fred C Jefferson</b>		CUSTOMER		WIFE		DATE OF NOTE <b>7/10/65</b>		DUE DATE <b>14th</b>		2		28		590		1325		ACCOUNT (LOAN) NO.	
ADDRESS <b>809 Bonnie St. Hattiesburg, Miss.</b>				HOME PHONE <b>NE 47171</b>		LENDER-ADDRESS <b>JACKSON INVESTMENT COMPANY P. O. BOX 291 JACKSON, MISSISSIPPI 39205</b>				LICENSED LOAN BROKER AND ADDRESS <b>HOME CREDIT COMPANY OF HATTIESBURG, INC. 400 BROADWAY DRIVE HATTIESBURG, MISSISSIPPI</b>									
EMPLOYERS <b>Pine Burr Pecking Company</b>				OCCUPATION <b>Labor</b>		ADDRESS <b>Hattiesburg, Miss.</b>				SALARY-PAY DAY <b>50 Week Pri</b>				PHONE <b>34351</b>					
AMOUNT OF NOTE <b>\$528.00</b>		NO. OF PAYTS. <b>24</b>		AMT. OF EACH PAYT. <b>X</b>		FIRST PAYT. DUE <b>8/14/65</b>		FINAL PAYT. DATE <b>7/10/67</b>		INSURANCE & RECORDING <b>25.40</b>		INTEREST <b>29.22</b>		SERVICE CHARGE <b>133.45</b>		TAXES <b>162.67</b>		CASH RECEIVED <b>\$338.93</b>	
SECURITY <b>EXP 4 2</b>		AUTO INSURANCE <b>P.L. <input type="checkbox"/> COLL. <input type="checkbox"/> EXPIRATION: <input type="checkbox"/></b>		OTHER INS. <b>A.H. <input type="checkbox"/> LIFE <input type="checkbox"/> FIRE <input type="checkbox"/></b>		SOURCE <b>PRG 3</b>		RENEWAL <b>ACCT. NO 0517 OLD BAL. 232.11</b>											

### NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of above named Lender, at the office of the Licensed Broker at the address shown below or at such other place, as may be designated from time to time by the holder hereof, the Total Amount of the Note shown above in consecutive payments as shown above, the first of which is payable on the due date specified under First Payment Due shown above, each subsequent payment is payable on the same day of each succeeding month thereafter, the number of such payments and the amount of each such payment being shown above and the final payment is payable on the Final Payment Date shown above.

The Security for this note is as shown above.

In the event default should be made in the payment of the full amount of any payment as and when due, as herein provided, the entire unpaid balance hereof shall, at the option of the holder hereof and without notice of demand, become immediately due and payable.

Payment in advance may be made in any amount at any time. If the full amount of this note or any payment as shown above is not paid in full at maturity, then the unpaid balance shall bear interest thereafter at the rate of six percent (6%) per annum.

All parties hereto severally waive demand and presentment for payment, notice of nonpayment, 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. In the event this note is placed in the hands of an attorney for collection, the undersigned agree to pay an attorney's fee of 20% of the balance then owing, including principal and interest, provided that in no event shall said fee be less than \$25.

The undersigned hereto severally waive any or all benefit or relief from homestead exemption and all other exemptions or moratoriums to which any of them may be entitled under any laws, now in force or hereafter to be passed, as against this debt or any renewal thereof.

The undersigned acknowledges receipt of a draft drawn by Broker on Lender, payable to the undersigned in the amount of the cash to be received by the undersigned if Lender approves this loan. If Broker cashes said draft after it is endorsed by the undersigned and Lender fails to approve this loan, then the undersigned promise to pay the amount of said draft immediately upon demand by Broker, without any Service Charge or Interest. If Broker does not demand repayment of said draft within ten (10) days from the date thereof, it shall be conclusively presumed that Lender has approved this loan.

The undersigned acknowledges receipt of a statement in English, as required by Section 14 (a) of the Small Loan Regulatory Act of the State of Mississippi. IN WITNESS WHEREOF, the undersigned have hereunto set their hands on the date of the loan as shown above.

*Paul Dupper*  
*Fred C Jefferson*

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LENDER'S COPY