DEAN A REDFIELD, CIRCUIT COURT
Doing Business as:

I OF

INTERSTATE FINANCE COMPANY

VS.

ALABAMA.

ANDREW H. MOSLEY

### COUNT ONE

The plaintiff, a licensee under Title 5, Chapter 12, Code of Alabama of 1940, as amended, claims of the defendant NINETY-NINE (\$99.00) DOLLARS and FIFTY (50¢) CENTS, due by promissory note made by him on, to-wit, the 19th day of April, 1951, and payable on, to-wit, the 28th day of April, 1951, together with interest thereon at the rate of EIGHT (8%) PER CENT per annum. The plaintiff avers that said promissory note on which this action is brought is filed herewith and made a part of this complaint. The plaintiff further avers that the defendant has waived all rights of exemption of personal property under the laws of Alabama as to this obligation. Wherefore the plaintiff prays judgment in the amount of NINETY-NINE (\$99.00) DOLLARS and FIFTY (50¢) CENTS plus the interest thereon at the rate of EIGHT (8%) PER CENT per annum.

#### COUNT TWO

The plaintiff, a licenses under Title 5, Chapter 12, Code of Alabama, 1940, as amended, claims of the defendant ONE HUNDRED THIRTY-TWO (\$132.00) DOLLARS and FIFTY (50¢) CENTS, plus interest on the sum of NINETY-NINE (\$99.00) DOLLARS and FIFTY (50¢) CENTS, at the rate of EIGHT (8%) PER CENT per annum, from April 19th, 1951, until the present, for that on, to-wit, the 19th day of April, 1951, the defendant did execute unto the plaintiff a promissory note in the amount of NINETY-NINE (\$99.00) DOLLARS and FIFTY (50¢) CENTS, in exchange for value had and received by the defendant; said note being payable in ten (10) installments at the rate of NINE (\$9.00) DOLLARS and NINETY-FIVE (95¢) CENTS every two weeks; the first such installment becoming due on the 28th day of April, 1951. Plaintiff avers that, by the terms of said promissory note, a copy of which is hereto attached and made a part of this complaint, the entire balance of said note was to become due and payable upon default in the payment of any installment or installments; that by the terms of said note, the defendant did agree to pay all costs for collection thereof, including a reasonable attorney's fee. Plaintiff avers that on, to-wit, the 28th day of April, 1951, defendant did default in payment of an installment then due on said note, and that, as a result of said default plaintiff was required to employ an attorney to enforce the provisions of the note. Wherefore the plaintiff requests judgment. The plaintiff further avers that the defendant has waived all rights of exemption of personal property under the laws of Alabama as to this obligation.

### COUNT THREE

The plaintiff, a licensee under Title 5, Chapter 12, Code of Alabama 1940, as amended, claims of the defendant ONE HUNDRED and THIRTY-TWO (\$132.00) DOLLARS and FIFTY (50¢)

CENTS, plus interest on the sum of NINETY-NINE (\$99.00)
DOLLARS and FIFTY (50¢) CENTS, at the rate of FIGHT (8%)
PER CENT per annum, from April 19th, 1951, until the present, for that on, to-wit, the 19th day of April, 1951, the defendant did execute unto the plaintiff a promissory note in the amount of NINETY-NINE (\$99.00) DOLLARS and FIFTY (50¢) CENTS, in exchange for value had and received by the defendant; said note being payable in ten (10) installments at the rate of NINE (\$9.00) DOLLARS and NINETY-FIVE CENTS every two weeks; the first such installment becoming due on the 28th day of April, 1951. Plaintiff avers that, by the terms of said promissory note, a copy of which ishereto attached and made a part of this complaint, the entire balance of said note was to become due and payable upon default in the payment of any installment or installments; that by the terms of said note, the defendant did agree to pay all costs for collection thereof, including a reasonable attorney's fee. Plaintiff avers that on, to-wit, the 28th day of April, 1951, defendant did default in payment of an installment then due on said note, and that, as a result of said default plaintiff was required to employ an attorney to enforce the provisions of the note and plaintiff avers that the amount of THIRTY-THREE (\$33.00) DOLLARS is a reasonable attorney's fee for the enforcement of the obligation and provisions of the aforesaid promissory note. The plaintiff further avers that the defendant has waived all rights of exemption of personal property under the laws of Alabama as to this obligation. Wherefore the plaintiff requests Judgment.

Attorney for Plaintiff.

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FOR VALUE RECEIVED, we jointly and severally, promise to pay to the order of

TOTE VILLOS XISOS			
	+50/1m		DOLLARS
in 10 installments of \$	95 , each installment	week payable each wo-weeks thereaft month	er following the date
of this note, until the whole amount of this note until paid; and failure to pay any installment hable, without notice to any of us, and then or the	shall have been paid in ful ereon due shall entitle the h hereafter suit may be brough	l, with interest at the rate of 8 colder hereof to declare all instal at the tar the entire amount and of	per cent per annum lments due, and pay- oligation of this note
The makers, co-makers, endorsers, surcties or guapantors ments necessary to hold them; and they agree that the time		>	
The makers and endorsers of this note agree to pay all companes or endorsers in collecting or attempting to collect the Constitution and Laws of the State of Alabama or any	costs of collection, including a reason is note, and each hereby expressly other state in the United States.	mable attorney's fee, whether incurred a waives as to this debt all of our rights	or representation as to any
It is understood and agreed by each person whose name other person or persons having signed the same, or that an reservation as to delivery, execution or otherwise.	e is signed hereunder that he signs y other person or persons shall sig	n the same, as maker or endorser, and	d without any condition or
Possint of copy of this note is bereby acknowledged.	* .	1,143,6	
Each of us hereunto subscribe our hands and seals on t	he day and year above written.	Contract IT -1102	Ley (Seal)
Witness 47.		Stapleton a	Address
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<b>,</b>		:	Address

STATEMENT OF BORROWER PURSUANT TO REGULATION "W" the larger of the second of the loan to be used. Is any part of this Loan to be used. I To buy a listed exticle costing \$50 or more? (Yes to) make the rest and the west tage appears to the ens et la allastrologie in la completa de la compayment de la particulaçõe de la labora de la compayment de la particulaçõe de la labora de la compayment de la particulaçõe de la labora de la compayment de la compayment de la particulaçõe de la labora de la compayment de la com If (1) is "Yes" famish the following: ways a received whereof of known with the grows to pay extil-Cash Price that the Trade in part that the boundary consists of the contract o Listed Article No money has been borrowed elsowhere for purchase of the listed article. I certify the above information is true and complete

SUMMONS and COMPLAINT

DEAN A. REDFIELD

Doing Business As:
Interstate Finance Co.

VS.

ANDREW H. MOSLEY

IN CIRCUIT COURT

BAY MINETTE, BALDWIN COUNTY,

ALABAMA

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THE	STATE	OF	ΔT.	XRZ	ZMZ	
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No. .....

MOSLEY

BALDWIN COUNTY

.....TERM, 19

CIRCUIT COURT, BALDWIN COUNTY

TO A	NY	SHERIFF	of	THE	STATE	OF	ALABAMA:
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You Are Hereby Commanded to Summon ANDREW H.

me.		e des			
to appear and plead, a	inswer or demur, wi	thin thirty days fro	om the service he	ereof, to the com	plaint filed ir
the Circuit Court of E	Saldwin County, Stat	te of Alabama, at E	Bay Minette, agai	nst	
Andrew H. Mos.	Ley			ת	efendant
by Dean A. I	Redfield, doi	ing business	as Interst	, <del></del>	
Company					Plaintiff
Witness my hand this	7处	day of	no	19-9-7/	, <u> </u>
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## Pa RECORDED

Defendant lives at

#### THE STATE OF ALABAMA BALDWIN COUNTY

### CIRCUIT COURT

DEAN A. REDFIELD, Doing Business As: Interstate Finance Company Plaintiffs

VS.

ANDREW H. MOSLEY

Defendants

# SUMMONS and COMPLAINT

Edgar R. Nelson

Plaintiff's Attorney

Defendant's Attorney

... Deputy Sheriff

Stapleton, Ala,

RECEIVED IN OFFICE

I have executed this summons

by leaving a copy with notrew H. More

at sea-

I, Dean A. Redfield , plaintiff in the cause of Dean A. Redfield v. Andrew H. Mosley, Case number 1750 in the Circuit Court Court of Baldwin County, Alabama, at law, do hereby state, certify, and declare that there have been no payments made by the above-named defendant, or by anyons in his behalf, upon that certain promissory note in the amount of \$99.50 executed by said defendant unto the plaintiff on, to-wit, the 19th day of April, 1951, for value had and received. The entire amount of said note remains due and unpaid, and is not subject to set-off, counter-claim, or recoupment on the part of the defendant.

SWORN TO AND SUBSCRIBED BEFORE ME, Margaret D. Wilson

a Notary Public, on this 28th day of January , 1952.

Notary Public Mobile County, Ala.

JAN OS 1952 ALICE J. DUCK, CHARK





DEAN A. REDFIELD	Ž	CIRCUIT COURT OF		
Doing Business as: INTERSTATE FINANCE COMPANY	Ž	BALDWIN COUNTY		
VS.	I	SALUWIN COUNTY		
ANDREW H. MOSTER	1	A LA BAMA		
	ž	NO. 1730 AT LAW		

Motion is hereby made for a judgment by default against ANDREW H. MOSLEY, defendant in the above entitled cause, on the ground that more than THIRTY (50) DAYS have elapsed since service of summons upon said defendant; and that said summons was duly served according to law, and that said defendant has failed to demur, plead to, or answer the complaint in this cause to this date.

This 29th day of JANUARY, 1952.

Attoghey Allon

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