

MERIT FINANCE COMPANY,
A CORPORATION, AS ASSIGNEE
OF ALABAMA CREDIT CORPORATION
#2, A Corporation

Plaintiff

VS.

MOSE McCANTS, JR. and
LILLIE MAE McCants

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9278

1.

The Plaintiff claims of the Defendants the sum of TWO HUNDRED SEVENTY and 10/100 DOLLARS (\$270.10) balance due after all proper credits given on a promissory note made by the Defendants on the 7th day of November, 1964 and payable as follows: 24 monthly payments of \$17.42 each, the first payment due December 7, 1964 and a like payment on the same date each month thereafter until the full amount of principal and interest has been paid. Said note was assigned by the Alabama Credit Corporation #2 on June 28, 1967. The Plaintiff avers that the Defendants defaulted in the payments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum.

WILTERS, BRANTLEY & NESBIT

BY: Thyllis S. Nesbit

Attorney for Plaintiff

FILED

MAY 28 1970

ALICE J. DUCK

CLERK
REGISTER

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 Mose McCants, Jr. and Lillie Mae McCants

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.....

Mose McCants, Jr. and Lillie Mae McCants Defendant.....

by Merit Finance Company, a Corp. as Assignee of Alabama Credit
Corporation, #2, a Corp.

Plaintiff.....

Witness my hand this 28 day of May 19 70

Alice J. Duck, Clerk

24-5-29-70

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Merit Finance Company, a
Corporation, as Assignee
of Alabama Credit Corp.
#2, a Corp. Plaintiffs

vs.

Mose McCants, Jr. and Lillie
McCants Defendants

SUMMONS AND COMPLAINT

Filed FILED 19.....

MAY 28 1970

Clerk

ALICE J. DUCK CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
He is employed by Raymond
McMillan
Little River, Alabama

Received In Office

May 28 1970
Taylor Wilkins Sheriff
I have executed this summons

this May 29 1970
by leaving a copy with

Mose McCants
Lillie McCants

Shed. claims 140 miles 20
Ten Cents per mile Total \$ 14.00
TAYLOR WILKINS, Sheriff
BY W. A. Talley
DEPUTY SHERIFF

Taylor Wilkins Sheriff
W. A. Talley Deputy Sheriff
Little River

LOAN NO. 4235

Mose & Lillie Mae McCants Jr.

NOTE

Name of Borrower
Gen. Del., Little River, Ala.Date 11-7-64

Address of Borrower

For value received, I/we jointly and severally promise to pay to the order of

ALABAMA CREDIT CORP. # 2

352 ST. FRANCIS ST., MOBILE, ALA.

the sum of Four-Hundred Eighteen & 08/100----- DOLLARS (\$ 418.08)

Total Indebtedness

in 24 monthly installments of \$ 17.42 each, the first installment due December 7, 1964
and the final installment due November 7, 1966

Maturity Date

The makers, co-makers, endorsers, sureties, or guarantors of this note severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them and expressly waive as to this debt, all rights to claim exemptions under the constitution and laws of the State of Alabama or any other state in the United States; and they agree that the time of payment may be extended without notice to them of such extension.

~~I/we agree to pay an additional charge of 3% of any installment past due 15 or more days, whether by reason of default or extension agreement.~~

In the event of default of any scheduled installment, the Licensee may, at its option, render the entire unpaid balance of the amount of loan and accrued interest thereon at once due and payable.

Interest on this note shall accrue from the due date of the final installment hereunder to six months thereafter at the same rate as the original loan but only at 8% per annum after the final installment becomes six months delinquent.

We are over the age of 21 years, and for the purpose of securing said indebtedness, the undersigned, severally and jointly, grants, bargains, sells and conveys to the said payee, the following personal property:

1 green divan with chair, 1 occ. bro. table, 1 hollywood bed with chest &dresser, 1 yellow table with 4 chairs, 1 gas enterprise stove, 1 admiral refrig.1 singer sewing machine, 1 radio, 1 fan, 1 maytag washer.Amount of Advance \$ 300.00Interest @ % — \$ 118.08Insurance \$ 6.27Filing \$ 2.55Mose M. McCants Jr.

(Seal)

Lillie Mae McCants

(Seal)

P. J. Jew
Name of Person Making Loan

(Seal)