

INTERSTATE SECURITIES COMPANY
OF ALABAMA

Plaintiff

VS.

ROSCOE SCOTT, JR.

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9369

1.

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED TWENTY NINE AND NO/100 DOLLARS (\$529.00), balance due after all proper credits given on a Promissory Note made by the Defendant on the 28th day of October, 1969, and payable as follows: 24 monthly paymnets of \$23.00 each, the first payment due and payable on or before December 5, 1969 and a like payment each month thereafter until the entire balance has been paid. The Plaintiff avers that the Defendant defaulted in the payments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including a reasonable attorney's fee incurred in the collect- ing same and the Plaintiff claims a reasonable attorney's fee in the amount of \$80.00.

WILTERS, BRANTLEY & NESBIT

BY: 

Attorneys for Plaintiff

FILED

JUL 1 1970

ALICE J. DUCK

CLERK
REGISTER

SUMMONS AND COMPLAINT

THE 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 ROSCOE SCOTT, JR.

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.....

ROSCOE SCOTT, JR. Defendant.....

by INTERSTATE SECURITIES COMPANY OF ALABAMA

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

Witness my hand this..... 2nd day of..... July..... 19 70

Alice J. Dusek
....., Clerk

Ex 7-2-70

No. 9369

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Interstate Securities Company
of Alabama

Plaintiffs

vs.

Roscoe Scott, Jr.
Defendants

SUMMONS AND COMPLAINT

Filed FILED 19.....

Clerk

JUL 1 1970

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
410 W. 6th Ave, Foley, Ala.

Received In Office

July 2 1970

W. J. Wilkins Sheriff

I have executed this summons

this July 27 1970
by leaving a copy with

Roscoe Scott, Jr.

Sheriff claims 72 miles by

1. cents per mile. Total \$ 7.20

TAYLOR WILKINS Sheriff

By C. Childress
DEPUTY SHERIFF

W. J. Wilkins Sheriff

Carl W. Wilkins Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

72

Lender:

NOTE**Interstate Securities Company
of Alabama**

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

Loan No.
0116-6-30582
Due Date
5th

Borrowers' Name and Address

- Scott, Lucinda & Roscoe
- 410 W. 6th. Ave.
- Foley, Alabama 36535

Date of Note	Total Amount Due on Note	Number of Monthly Payments	First Payment Due	Amount of Payments (Except Final)	Final Payment Due	Amount of Final Payment-Equal in any Case to Unpaid Balance
10-28-69	\$ 552.00	24	12-5-69	\$ 23.00	11-5-71	\$ 23.00

For Value Received. the undersigned, jointly and severally, promise to pay to the order of the Lender named above in its said office, the total amount due on the note as shown above, in the number of consecutive monthly installments as shown above, the first installment being payable in the amount and on the date shown above and the succeeding installments being payable in the amounts and on the dates as shown above, together with a final installment equal to any unpaid balance payable on the date as shown above. If this note is not paid at maturity, it shall thereafter bear interest at the highest lawful rate for written contracts.

All parties to this note, whether makers, co-makers, endorsers, sureties, or guarantors, severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice of such extension.

It is agreed and understood that if default is made in the payment of any one installment as the same shall become due and payable, the entire balance then remaining unpaid shall immediately become due and payable.

The makers and endorsers of this note agree to pay all costs of collection including a reasonable attorney's fee, whether incurred against one or more of said makers or endorsers in collecting or attempting to collect this note, and each hereby expressly waives as to this debt all of his rights to claim exemption under the Constitution and Laws of the State of Alabama or any other state in the United States.

It is understood and agreed by each person whose name is signed hereunder that he signs this note without conditions, reservations, or representation as to any other person or persons having signed the same, or that any other person or persons shall sign the same, as maker or endorser, and without any condition or reservation as to delivery, execution or otherwise.

If the Borrower refinances or prepays this Note, insurance refunds will be paid or credited to him in accordance with the terms of his insurance policies and a refund of the interest charge will be paid or credited to him in accordance with the accepted practice of calculating the same by the Rule of 78ths. The Rule of 78ths is the "sum of the digits" method, i.e., the amount of such refund shall represent at least as great a proportion of the interest charges as the sum of the periodic balances scheduled to follow the first scheduled payment after the date of prepayment, bears to the sum of all the periodic balances under the schedule of payments in the contract.

In consideration of the loan this day extended to us by the above lender, we hereby agree and authorize the said lender, its officers, agents, representatives and assigns, to communicate with us, or to 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 this day extended, and do hereby waive any right we have to claim violation of our right of privacy by reason of such communication.

Witness

Witness

Witness

(Seal)

(Seal)

(Seal)

Moore Printing Company

Commercial Printing

Office Supplies

Legal Forms

Telephone 987-7171

P. O. Box 36

Bay Minette, Alabama

Default Judgment
on case # 9369
First Gulf Shores vs
Rexford Scott Jr.

From. Master Note

Pay Due \$24.00

Interest 30.00

54.00

Att'y Fee 80.00

\$134.00
Total