

S U M M O N S

STATE OF ALABAMA
COUNTY OF BALDWIN

TO ANY SHERIFF OF THE
STATE OF ALABAMA

You are hereby commanded to summon JOHN R. McKINLEY to appear within thirty (30) days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of G. A. C. FINANCE CORPORATION.

WITNESS my hand this 10 day of August, 1970.


CIRCUIT CLERK

G. A. C. FINANCE CORPORATION, a corporation,	*	IN THE CIRCUIT COURT OF
	*	BALDWIN COUNTY, ALABAMA
Plaintiff,	*	AT LAW
VS.	*	
JOHN R. McKINLEY,	*	
Defendant.	*	CASE NO. <u>9424</u>

BILL OF COMPLAINT


Plaintiff claims of the Defendant FOUR HUNDRED TWENTY-SIX & 58/100 (\$426.58) DOLLARS, due by promissory note, made by Defendant on November 24, 1967 and payable December 24, 1969.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay interest at the rate of Six Percent (6%) per annum from November 24, 1967, and Plaintiff claims of the Defendant such interest in the amount of FIFTY-SIX & 09/100 (\$56.09) DOLLARS.

Plaintiff further avers that in and by the terms of said note, the Defendant waives notice of presentment and all right of exemption under the Constitution and Laws of Alabama, or any other State, as to personal property, as to which waiver the Plaintiff now claims the benefit.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay all costs of collection or

securing or attempting to collect or secure said note, including a reasonable attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of NINETY-SIX & 53/100 (\$96.53) DOLLARS as such reasonable attorney's fee.


RICHARD C. LACEY
Attorney for Plaintiff

Defendant may be served at:

Standard Furniture Co.
U. S. 31 South
Bay Minette, Alabama

FILED

AUG 1 0 1970

ALICE J. DUCK CLERK
REGISTER

9424 95727
95514

106 MC ave

GAC Finance
Corp.

vs.
John R. McKinley

T

FILED

AUG 10 1970

ALICE J. DUCK CLERK
REGISTER

R. Lacey

Received 10 day of Aug 1970
and on 27 day of Aug 1970
I served a copy of the within JEC
on John R McKinley
By service on _____

TAYLOR WALKINS, Sheriff
Will A. Redman
D.S.

RICHARD C. LACEY
Attorney-At-Law
FAIRHOPE, ALABAMA 36532

August 6, 1970

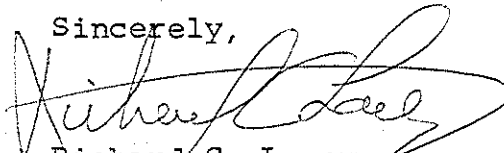
Mrs. Alice J. Duck
Circuit Clerk
Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama 36507

RE: G. A. C. Finance Corporation
vs.
John R. McKinley 9424

Dear Mrs. Duck:

Enclosed please find subject summons and complaint
to be placed before the sheriff's office for service.
Thank you.

Sincerely,



Richard C. Lacey

RCL/sf

Enclosures

Form with fields: DUE DATE, NAME, BORROWERS, WIFE, ACCOUNT NO., ADDRESS, AND, PHONE, LENDER ADDRESS, CHANGES, DATE OF NOTE, DATE OF FIRST INSTALLMENT, SUCCEEDING INSTALLMENTS PAYABLE ON, DAY OF EACH MO., TOTAL AMOUNT DUE ON NOTE, PAYABLE IN, FIRST INSTALLMENT, EACH SUCCEEDING INSTALLMENT, FINAL INSTALLMENT OF, PAYABLE ON, EQUAL IN ANY CASE TO UNPAID BALANCE.

Table with 8 columns: AUTO INS., LIFE INS., A & H, DOC. STAMP, FILE & REC., NOTARY, TITLE, SER. CHG., DISCOUNT OR INTEREST, INV. FEE, OLD BAL., TOTAL, CASH ADVANCE, TOTAL LOAN.

NOTE

In consideration of a loan made this date the undersigned, jointly and severally, promise to pay to the order of Lender named above, at its office, the total amount of the note as stated above to be repaid in installments as set out above, hereby waiving for ourselves and families all benefits of all valuation, appraisement, exemption and homestead laws and rights. The amount of note includes interest at the agreed rate and the interest together with all charges has been added to the principal of the loan. Sunday and holiday due dates are extended to the next business day. Payment in advance may be made in any amount. Failure to pay any installment on its due date shall, at the option of the holder hereof, and without notice or demand, make the entire unpaid balance due at once due and payable. Extension of the time of payment on all or any part of the amount owing on this note at any time or times shall not affect the liability of any party to the note or surety, or guarantor. Sureties, or guarantors, or all parties to this note waive demand and presentment of payment, notice of non-payment and notice of protest of this note, diligence in bringing suit against any party, and agree that discharge or release of payment, party or parties or discharge or release of any mortgage, deed of trust, or other security instrument shall not discharge or release any other party or parties hereto, and consent to extensions of time of payment without notice.

The undersigned and each of them hereby authorize any Attorney-at-law to appear in any Court of Record in the State of Ohio, situated in the County wherein they reside, or in the County where this warrant is signed and being in the United States, after this note becomes due under any of its conditions and waive the issuance and service of process and confess a judgment against the undersigned or any of them in favor of the legal holder hereof for the amount then appearing due hereon, together with actual court costs upon the entry of judgment, thereupon to release all error and waive all right of appeal.

Lender may collect an additional charge, not exceeding the one applicable to the last monthly period of the contract, for each full month that any installment is wholly unpaid or outstanding after the due date of such installment as originally scheduled by this contract or as deferred. If more than one-half of the installment is in default for more than seven days, the charge for a full installment for one full month may be collected at that time or any time thereafter. A deferment charge may be made in the event any wholly unpaid installment is deferred one or more full months and this additional charge may be made at that time or any time thereafter. Such deferment charge shall be based upon the charges applicable to the month or months in which such installment or installments have not been paid or are not required to be paid by reason of such deferment. All payments made hereunder shall be deemed to be applied to the unpaid installments in the order in which they are due.

If two or more full installments are in default for one full month or more, at any installment date, then thereafter, in lieu of charging, collecting or receiving charges as provided above, charges may be charged, collected and received as provided by Section 1321.13 (B) of the Revised Code of Ohio. These charges will be the interest charge per month on the unpaid principal balance of the loan for the length of time outstanding and at the rate determined by the Division of Securities of the Department of Commerce to be the approximate mathematical equivalent of the charges authorized by this contract.

The undersigned acknowledge receipt of a statement in the English language as required by Section 1321.14 of the Revised Code of Ohio. The construction, validity and effect hereof shall be governed by the Laws of Ohio.

ORIGINAL

This note is part of a Loan Set.

Witnesses: *[Signature]* *[Signature]* *[Signature]* (Seal)

THIS NOTE IS SECURED BY — ☒ #44's Co-Makers, ☐ Security Agreement, ☐ Credit Life Insurance, ☐ Other