

Lender:

**NOTE****Interstate Securities Company  
of Alabama**

- P.O. Box 515
- Robertsedale, Alabama

|                          |
|--------------------------|
| Loan No.<br>0116-6-30096 |
| Due Date<br>11-20-68     |

Borrowers' Name and Address

- GARNER, LEVY & OPAL
- 212 E. Berry St.
- Foley, Alabama
- 

| 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 |
|--------------|--------------------------|----------------------------|-------------------|-----------------------------------|-------------------|---|
| 10-18-68     | \$ 1332.00               | 36                         | 11-20-68          | \$ 37.00                          | 10-20-71          | \$ 37.00  |

**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, endorers, 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 endorers 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 endorers 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.

Joseph Buck  
Witness  
DeLoris Hamby  
Witness  
\_\_\_\_\_  
Witness

x Levy Garner (Seal)  
x Opal Garner (Seal)  
\_\_\_\_\_  
(Seal)

INTERSTATE SECURITIES COMPANY  
OF ALABAMA

Plaintiff

VS.

LEVY GARNER and OPAL GARNER

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9528

1.

The Plaintiff claims of the Defendants the sum of ONE THOUSAND EIGHTY FOUR AND 10/100 DOLLARS (\$1,084.10), balance due after all proper credits given on a promissory note made by the Defendants on the 18th day of October, 1968, and payable as follows: 36 monthly payments of \$37.00 each, the first payment due and payable on the 20th day of November, 1968 and a like payment each month thereafter until the entire balance has been paid. 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 further avers that the Defendants agreed in the note to pay all expenses including a reasonable attorney's fee incurred in the collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$100.00.

WILTERS, BRANTLEY & NESBIT

BY:

*Thylla L. Nesbit*  
Attorney for Plaintiff

FILED

DEC 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 Levy Garner and Opal Garner

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.....

Levy Garner and Opal Garner .., Defendant.....

by Interstate Securities Company of Alabama

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

Witness my hand this.....1st day of.....Dec..... 19 70

Alice J. Wink Clerk

24 12-2-70

No. 9578

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**THE STATE OF ALABAMA**

**BALDWIN COUNTY**

**CIRCUIT COURT**

Interstate Securities Co.

of Alabama

Plaintiffs

vs.

Levy Garner and Opal Garner

Defendants

**SUMMONS AND COMPLAINT**

Filed **FILED** 19.....

**DEC 1 1970** Clerk

**ALICE J. DUCK**

CLERK  
REGISTER

**WILTERS, BRANTLEY & NESBIT**

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

212 E. Berry St. Foley,

Alabama

Received In Office

Dec 2 1970

Taylor Wilkins Sheriff

I have executed this summons

this 2 Dec 1970

by leaving a copy with

et

Levy Garner

Opal Garner

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 14.40

**TAYLOR WILKINS** Sheriff

BY J M Byrd  
DEPUTY SHERIFF

Taylor Wilkins Sheriff

J M Byrd Deputy Sheriff