

Interstate Securities Co.
P.O. Box 515
Robertsdale, Alabama 36567

LOAN NO. 0116-5-0086	DATE OF THIS LOAN 12-15-69	FIRST PAYMENT DUE 1-15-70	OTHERS DUE SAME DAY EACH MONTH 15th
TOTAL OF PAYMENTS PAYABLE IN 24	AMOUNT OF PAYMENTS FIRST PAYMENT \$ 17.42 OTHERS - EACH \$ 17.42		DATE OF MATURITY 12-15-71
MONTHLY PAYMENTS	EXCEPT FINAL PAYMENT SHALL BE BALANCE REMAINING UNPAID		

BORROWER(S) — **Edsel S. and Carolyn English**
Name(s) and **Rt. 1**
Address(es) **Summerdale, Alabama 36580**

NOTICE — INSURANCE AUTHORIZATION — READ BEFORE SIGNING

(1) Credit Insurance is not required in order to obtain this loan. (2) The cost of insurance is indicated in item 5, above. (3) The Borrower may choose the person through whom the property and automobile insurance is to be obtained. (4) The undersigned hereby acknowledges that he has read the above prior to the execution of any note or other instrument evidencing the within loan and further acknowledges that he desires the insurance coverage indicated in item 5 and authorizes the creditor to obtain the same on his behalf.

(Borrower)

(Date)

1. TOTAL OF PAYMENTS (If paid according to schedule) \$ **418.08**
2. FINANCE CHARGE (If paid according to schedule) \$ **118.08**
3. ANNUAL PERCENTAGE RATE **34.14** %
4. AMOUNT FINANCED (Item 1 minus 2) \$ **300.00**
5. DISBURSEMENTS:

INSURANCE	
A. CREDIT LIFE	\$ 6.27
B. ACCIDENT & HEALTH	\$ None
C. PROPERTY	\$ None
D. AUTO	\$ None
E. Total (Sum of A, B, C & D)	\$ 6.27
TERM OF INSURANCE COVERAGES:	
A for 27 Mos.	B for _____ Mos.
C for _____ Mos.	D for _____ Mos.

F. LOAN NO. **3-10534**
(Old Balance less refunds) \$ **225.79**
G. FILING & RECORDING \$ **None**
H. OTHER: **Cost** \$ **67.94**

TOTAL DISBURSEMENTS (Sum of E, F, G & H) \$ **300.00**
6. CASH DIFFERENCE TO BORROWER (Item 4 minus 5) \$ **None**

DESCRIPTION AND IDENTIFICATION OF SECURITY INTEREST: This loan and any extension or renewal thereof or future advance is secured by a security agreement dated _____ on the following described property: (Check proper box) ☐ Automobile ☐ Consumer Goods including but not limited to household goods, furniture, appliances and personal property of all kinds and description and all additions, replacements and accessories thereto which are hereafter acquired by borrowers.

DEFAULT: In the event any installment shall not have been paid within 15 days after it becomes due and payable, the undersigned agrees to pay a default charge of 3% of such installment to Lender. Only one default charge shall be collected for each such installment in default.

NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of payee named above at its above office the actual amount of the loan (Item 4, Amount Financed), being the principal amount of this note, together with interest at the rate of 3% per month on any part of the unpaid principal balance of the loan not exceeding \$200, and 2% per month on any part of the unpaid principal balance exceeding \$200 but not exceeding \$300 to the date of maturity and six months thereafter, and thereafter 8% per annum on the unpaid principal balance.

Payment of principal and interest shall be made in consecutive monthly payments, beginning on the due date for the first payment and continuing on the same day of each succeeding month to and including the due date for the final payment all as indicated and stated in the numbered and captioned boxes and items above.

Every payment made hereon shall be applied first to interest to date of actual payment and remainder to principal. If the principal amount of this note or any payment is not paid when due, the unpaid principal amount shall bear interest thereafter at the monthly rates hereinabove stated.

Payment is permitted to be made in advance in any amount on this loan at any time. In the event any installment shall not have been paid within 15 days after it becomes due and payable, the undersigned agrees to pay a default charge of 3% of such installment to Lender. Only one default charge shall be collected for each such installment in default.

Default in making any payment shall, at the option of the holder hereof and without notice or demand, render the unpaid balance of the principal hereof and accrued interest thereon at once due and payable.

All parties hereto severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this note and agree that their liability hereunder shall not be affected by any extension of the time of payment of all or any part of the amount owing hereon at any time or times. The caption hereof is part of this note.

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

The construction, validity and effect hereof shall be governed by the Alabama Small Loan Act.

Borrower authorizes the disbursements stated above and acknowledges that he received a fully completed copy of the above Note-Loan Statement.

WITNESSES

SIGNED:

Edsel English
Carolyn English
(Husband or Wife)

INTERSTATE SECURITIES COMPANY
OF ALABAMA

Plaintiff

VS.

EDSEL ENGLISH and CAROLYN
ENGLISH

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9582

1.

The Plaintiff claims of the Defendants the sum of THREE HUNDRED DOLLARS (\$300.00), balance due after all proper credits given on a promissory note made by the Defendants on the 15th day of December, 1969, and payable as follows: 24 monthly payments of \$17.42 each, the first payment due and payable on the 15th day of January, 1970, 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 \$60.00.

WILTERS, BRANTLEY & NESBIT

BY: Phyllis J. 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 Edsel English and Carolyn English

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.....

Edsel English and Carolyn English

.. Defendant.....

by Interstate Securities Company of Alabama

..... Plaintiff.....

Witness my hand this 1st day of Dec 19 70

Alice J. Hunt Clerk

EX 12-22-70

No. 9582

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Interstate Securities Company

of Alabama

Plaintiffs

vs.

Edsel English and Carolyn

English

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

Rt 1, Summerville, Ala.

Received In Office

Dec 2 1970

Taylor Wilkins Sheriff

I have executed this summons

this 22-Dec 1970

by leaving a copy with

BU

Edsel English

Carolyn English

Sheriff claims 120 miles at

Ten Cents per mile Total \$ 12.00

TAYLOR WILKINS Sheriff

BY Brown
DEPUTY SHERIFF

Taylor Wilkins Sheriff

H. B. Brown Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

60 mi R. T.
S. Dale

Moore Printing Company

Commercial Printing

Office Supplies

Legal Forms

Telephone 937-7171

P. O. Box 36

Bay Minette, Alabama

Default Judgment
Case # 9582

From. Kate (Muir)
\$ 300 ⁰⁰/₁₀₀

Hesbit