

Interstate Finance Company Of Alabama

NOTE

- P.O. Box 515
- Robertsdale, Alabama

| |
|-------------------------|
| Loan No. 0116-5-0070 |
| Due Date 25th |

Borrowers' Name and Address

- Bernice Brooks
- 1010 E. Ezalea St.
- Foley, Ala. 36535

Filing or Recording Fee . . . \$ -0-
Other Allowable Fees
(Specify) \$ -0-

INSURANCE

PREMIUM

CREDIT LIFE \$ 2.27

OTHER: (Specify)

Bal. on old Acct. \$ 200.27

Ok. to Cust. 93.16

| Date of Note | Amount of Note and Actual Amount of Loan (Cash Advance) | Number of Monthly Payments | First Payment Due | Amount of Payments of Principal and Interest (Except Final) | Final Payment Due | Amount of Final Payment—Equal in any Case to Unpaid Principal Balance and Interest |
|--------------|---|----------------------------|-------------------|---|-------------------|--|
| 9-11-69 | \$ 300.00 | 24 | 10-25-69 | \$ 17.42 | 9-25-71 | \$ 17.42 |

Total Indebtedness

(To be Written in Words)

\$300.00

The security for this note is a chattel mortgage on NONE

For Value Received, the undersigned, jointly and severally, promise to pay to the order of said Lender, at its said office, the actual amount of loan shown above which is the actual amount of money lent to the undersigned with agreed charges of interest at the rate of 3% per month on that part of the unpaid principal balance not in excess of \$200 and 2% per month on that part of the principal balance in excess of \$200 but not exceeding \$300 to the date of maturity and six months thereafter, and thereafter 8% per annum on the unpaid principal balance.

In the event any installment shall not have been paid within 15 days after it becomes due and payable, the undersigned agrees to pay the further charge of 3% of such installment to Lender.

A default in the payment of any installment of the principal or interest hereof, or any part of either shall, at the option of the holder hereof, and without notice or demand, render the entire unpaid principal balance hereof and accrued interest thereon at once due and payable. Charges shall be computed on the unpaid principal balance for the number of days actually elapsed. A day shall be considered 1/30th of a month when computation is a fraction of a month. All payments hereon shall be applied first to interest to date of payment and remainder to principal. The Borrowers may prepay this note in whole or in part at any time during the Lender's regular business hours.

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.

The undersigned acknowledge the receipt of a statement in English as required by Section 15 (a) of the Alabama Small Loan Act.

In Witness Whereof, Borrowers have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Witness: [Signature]

Bernice Brooks (Seal)

Witness: [Signature]

(Husband or Wife) (Seal)

Witness: _____

Agent Making Loan

(Seal)

INTERSTATE SECURITIES COMPANY
OF ALABAMA

Plaintiff

VS.

BERNICE BROOKS

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9586

1.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED SEVENTY ONE AND 22/100 DOLLARS (\$271.22), balance due after all proper credits given on a Promissory note made by the Defendant on the 11th day of September, 1969, and payable as follows: 24 monthly payments of \$17.42 each, the first payment due and payable on October 25, 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 collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$45.00.

WILTERS, BRANTLEY & NESBIT

BY:

Phillip J. Nesbit
Attorney for Plaintiff

FILED

DEC 3 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 BERNICE BROOKS

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.....

Bernice Brooks

..., Defendant.....

by Interstate Securities Company of Alabama

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

Witness my hand this.....3.....day of.....Dec..... 1970..

Alfred J. Duck....., Clerk

No. 9584

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Interstate Securities Co.

of Alabama

Plaintiffs

vs.

Bernice Brooks

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED

DEC 3 1970

Clerk

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:.....

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
1010 E. Azalea St. Foley, Ala
and works at Holiday Inn
in Gulf Shores, Alabama

Recieved In Office

Dec 3 1970

Taylor Wilkins Sheriff

I have executed this summons

this 12/19 1970

by leaving a copy with

CH

Bernice Brooks

..... Sheriff claims 7 miles at

Ten Cents per mile Total \$ 70

TAYLOR WILKINS, Sheriff

BY:.....
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Deputy Sheriff