

\$ 769.75.....

Account No. 7452.....

Terms \$35.19..... Per Month..... Including Interest
~~PER MONTH~~

..... August 16..... 1968.....

... Twenty Four... months after date, for value received, I, we, the undersigned waiving our rights of demand and notice, jointly and severally promise to pay to the..... G. S. Employees..... CREDIT UNION, or order, the sum of... Seven Hundred Sixty Nine and 75/100 - - - - - dollars with interest on unpaid balance at the rate of... 3/4..... per cent per month, the first payment of \$35.19... to be made on September 16, 1968..... and a like amount every... Month..... thereafter until the full amount has been paid. Collateral:.. None.....

In case of any default in payment as herein agreed, unless excused by the Board of Directors, the entire balance of this note shall become immediately due and payable. In the event of default the maker or makers hereof hereby pledge any shares now or hereafter held by them in this credit union, as additional security for the payment of this obligation, and we hereby authorize the Treasurer to apply any or all such shares, or payments on shares, to the payment of this loan, interest, costs or expenses.

Also, if the holder hereof, after default, shall place this note in the hands of an attorney (or licensed collection agency) for collection, the undersigned agree to pay an additional sum as a fee for collection equal to twenty-five per cent of the entire obligation which remains due and unpaid after there has been credited to the maker the amount of his or her share account in the Credit Union, and after there has also been applied in reduction such sums if any as may be realized from the sale of any other security in the possession of the Credit Union, which is being held as collateral against the loan; such charge for collection in no event to be less than five dollars.

I, We, hereby authorize, irrevocably, any attorney of any Court of Record to appear for me, us, in such Court, in term time or vacation, at any time hereafter, and confess a judgment, without process, in favor of the holder of this Note, for such amount as may appear to be unpaid thereon, whether due or not, together with costs, and to waive and release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment; hereby ratifying and confirming all that said Attorney may do by virtue hereof. The above Power of Attorney includes the power to confess judgment against all makers, and each of them hereby waive presentment, demand and notice of non-payment of the within note.

WITNESS

NAME

ADDRESS

<i>Louise Davis</i>	Maker	<i>Billy Ray Jackson</i>	(Seal)	<i>3445 77.19 St</i>
.....	Co-maker	.....	(Seal)	.....
.....	Co-maker	.....	(Seal)	.....
.....	Co-maker	.....	(Seal)	.....
.....	Co-maker	.....	(Seal)	.....

WCUL Form 61 MJ Rev. 7-59 (2-62)

Fairhope, Alabama

⑤ ③

Billy Ray Jackson

Moore Printing Company

Commercial Printing

Office Supplies

Legal Forms

Telephone 937-7171

P. O. Box 36

Bay Minette, Alabama

Default Judgment

Case # 9648

From Waiver Note

S.S. Employer Credit is

Billy R. Jackson

\$1062.89

160.00 City Fee

\$1222.89

\$ 769.75.....

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WITNESS

NAME

ADDRESS

Louise Davis

Maker

Billy Ray Jackson

(Seal)

3645 N. 19th St.

Co-maker

(Seal)

Co-maker

(Seal)

Co-maker

(Seal)

Co-maker

(Seal)

G. S. EMPLOYEES CREDIT UNION,

Plaintiff

VS.

BILLY R. JACKSON

Defendant

I

IN THE CIRCUIT COURT OF

I

BALDWIN COUNTY, ALABAMA

I

AT LAW

CASE NO. 9648

1.

The Plaintiff claims of the Defendant the sum of ONE THOUSAND SIXTY THREE and 89/100 DOLLARS (\$1,063.89) balance due after all proper credits given on a promissory note made by the Defendant on the 16th day of August, 1968, and payable as follows: 24 monthly payments of \$35.19 each, the first payment due and payable on the 16th day of September, 1968. The Plaintiff avers that the Defendant defaulted in the payment of the installments 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 collecting the same and the Plaintiff claims a reasonable attorney's fee of \$160.00.

WILTERS, BRANTLEY & NESBIT

BY:

Phillip S. Nesbit
Attorney for Plaintiff

FILED

JAN 21 1971

Ernie B. Blackmon
Clerk

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

BILLY RAY JACKSON

You Are Hereby Commanded to Summon

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.....

BILLY RAY JACKSON

Defendant.....

G. S. EMPLOYEES CREDIT UNION

by

Plaintiff.....

Witness my hand this.....21.....day of.....Jan.....19..71..

Ernie B. Blackmon, Clerk

24
1-26-71

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THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

G. S. Employees Credit

Union

Plaintiffs

vs.

Billy R. Jackson

Defendants

DAPHNE, ALABAMA

SUMMONS AND COMPLAINT

Filed Jan 21 1971

Ernie B. Black Clerk

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Fairhope, Alabama

Received In Office

Jan 21 1971

Taylor Wilkins Sheriff

I have executed this summons

this 26 - JAN 1971

by leaving a copy with

CR

Billy R. Jackson

Sheriff claims 54 miles at

Ten Cents per mile Total \$ 5.40

TAYLOR WILKINS, Sheriff

BY W. Crook
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. Crook Deputy Sheriff