

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Eunice Blackmon

Bay Minette, Ala.

DATE

DATE April 19, 1971

Re: Freeman Finance & Thrift Co. vs. J. P. Autrey

Civil Case No. 9663

Dear Mrs. Blackmon:

Enclosed please find note sued on in captioned case. Please have the Judge issue a Judgment in the amount of \$215.00, plus \$60.00 interest and \$50.00 attorneys fees.

Sincerely,

John V. Duck

SIGNED

SIGNED

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

MESSAGE

REPLY

TO Mrs. Eunice Blackmon
P. O. Box 239
Bay Minette, Ala.

DATE February 1, 1971

Re: Freeman Finance & Thrift Co., Inc.
vs. J. P. Autrey & Rosie Autrey

Dear Mrs. Blackmon:

Enclosed please find Bill of Complaint
to be filed, together with copy of same
and Summons to be served.

Sincerely,

John V. Duck
(R#)

DATE

9663

SIGNED

SIGNED

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 J. P. AUTREY and ROSIE AUTREY

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.....

..... J. P. AUTREY and ROSIE AUTREY, Defendant.....

by FREEMEN FINANCE & THRIFT CO., INC.

....., Plaintiff.....
Witness my hand this..... 2nd day of Sept 1921

Ernie B. Blackburn Clerk

~~DAVID~~ SPAM-FORT

No. 9663 Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

FREEMAN FINANCE & THRIFT CO.,
INC., a corporation
Plaintiffs

vs.

J. P. AUTREY and ROSIE AUTREY,
jointly & ind. Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

FEB 2 1971

Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

302 Nichols Avenue
Fairhope, Ala.

Received In Office

Feb 3 1971

Taylor Wilkins Sheriff

I have executed this summons

this 4-FEB 1971

by leaving a copy with CR

J. P. Autrey ✓

Rosie Autrey ✓

Sheriff claims 88 miles

Ten Cents per mile Total \$ 8.80

BY W. Crook Sheriff

DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. Crook & J. Gallardo Deputy Sheriff

(Hercin called the Company)

NON-COMPULSORY INSURANCE VOLUNTARILY PURCHASED BY THE APPLICANT

SCHEDULE

FIRST BENEFICIARY (CREDITOR AND LOSS PAYEE)										AGE		HEREBY INSURES (ACCT. #) 6051										FIRE/THEFT	
FREEMAN FINANCE & THRIFTCO., INC.												NAME & ADDRESS OF INSURED DEBTOR: James P. Autrey & Rosie 694 Annie St. Mapeville, Ga.										COLLISION	
																						HOUSEHOLD GOODS	
																						LEVEL	
																						DECREASING	
																						PROTECTED	
																						UNPROTECTED	
																						TOTAL PREMIUM	
																						LIFE/A/H	
																						AUTO/HHG	
																						58.32	

Accident & Sickness Monthly Benefit commences with the first day of any continuous period of total disability of more than 3 days duration.

Second Beneficiary: Rosie Autrev

				DUAL INTEREST AUTO ONLY
YEAR	MAKE	MODEL	MOTOR NO., SERIAL NO.	SHOW TOTAL D.I. AUTO PREMIUM BELOW AND NOT IN THE S.I. AUTO SECTION:
Automobile				\$

AGENT'S COPY

NOTE — LOAN STATEMENT — BILL OF SALE

LOAN NO. 6051

FREEMAN FINANCE & THRIFT CO. INC.
651 Lee St. SW Atlanta 10, Ga.

BORROWER'S NAME James P. & Rosée Autrey

ADDRESS 684 Annis St.

Type or Rubber Stamp Name and Address of Licensee Above

CITY OF Hapeville, COUNTY Fulton OF GA

DATE LOAN MADE 12-17-65	AMT. OF LOAN (SAME AS NOTE UP TO 18 MOS.) \$648.00	AMT. OF NOTE \$648.00	AMT. OF PAYMENTS - EXCEPT FINAL \$36.00	PAYABLE IN 18	PAYMENTS
FIRST PAYMENT DUE 1-71-66 1-17-66	OTHERS	FINAL PAYMENT DUE DATE 8-17-67	FINAL PAYMENT (AMOUNT) \$36.00		

In consideration of a loan made by the above company, the undersigned, jointly and severally, promise to pay to the order of said company at its said office the amount of this note in installments of the amounts and upon the dates shown above with all costs of collection, including fifteen (15%) per cent attorney's fees if collected by law or through an attorney at law and also a late or delinquent charge of five (5%) cents for each one (\$1.00) dollar of any installment which is not paid within five (5) days from its due date. (However, this late or delinquent charge shall not be collected more than once for the same default.) Failure to pay any installment promptly when due, time being of the essence of this contract, shall, at the option of the holder hereof, with or without notice, render all remaining installments due and payable.

Each of us, whether Principal, Surety, Endorser, Guarantor, or other party hereto, hereby severally waives and renounces, each for himself and family, any and all homestead or exemption rights of any kind, which may have under or by virtue of the Constitution or Laws of Georgia, any other State, or the United States, as against this debt or any renewal thereof; and each of us, whether Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to pay this note in full, with all costs of collection; and each further waives demand, protest and notice of demand, protest and non-payment. Each of us further agrees that this note or any installment may be renewed or extended and any security may be released or substituted without notice to us and without affecting our liability.

The undersigned agree that, should the Holder accept a partial payment of principal or interest, the remaining portion of the payment or payments due is not waived, and may be collected at any future time. The Holder shall have the right to accept smaller payments at its option. Failure of the Holder to exercise any of its rights hereunder shall not constitute a waiver hereof.

has not executed the same as surety for another, but that she is the Borrower hereunder. The undersigned jointly and severally represent and warrant that each of them is at least twenty-one years of age, and laboring under no disability to contract, and that none of them contemplates making application for a homestead or for adjudication as a bankrupt, and that none of them contemplates moving from its present address, and that each is solvent.

BILL OF SALE TO SECURE DEBT

FOR VALUE RECEIVED, the undersigned hereby sells, conveys and assigns to the above named Company the property described below, together with all accessories and equipment attached thereto or used in connection therewith. The undersigned represents and warrants that undersigned has title to said property and the right to give this bill of sale and that there are no liens or encumbrances thereon. This bill of sale is intended to convey as complete title as may be conveyed under the laws of Georgia, and shall secure an indebtedness of the undersigned to said Company, said debt being the loan described above, and the amount thereof shall be the amount named in "amount of note," evidenced by the above promissory note executed by the undersigned (with or without other makers) and said Company and dated this date and payable in installments as above set forth, together with any and all renewals or extensions thereof, while said Company shall likewise own and hold the property and the same shall be jointly and severally the property of said Company and said Company directly, indirectly, primarily or secondarily.

Said Company and assigns shall be subrogated to all encumbrances and claims paid off against said property with monies advanced by said Company or assigns. Undersigned shall keep said property fully insured against all substantial risks or losses, with insurance reasonably related to the type and value of the property insured and the amount and term of loan with loss payable to said Company or assigns, and shall pay all premiums and shall pay all taxes and other charges against said property when the same become due. The loss or destruction of said property from any cause, with or without fault, shall be covered. In the event of default by undersigned to repay any and all indebtedness hereby secured, Undersigned shall not use said property in any way and shall not remove it from this State and shall not sell, encumber or dispose of said property without the permission of said Company or assigns. Undersigned shall keep said property in good and serviceable condition and repair and shall not allow the same to be misused or abused.

In addition to all other obligations herein, the undersigned shall pay all actual lawful fees paid to a public official or agency of this State for filing, recording, or releasing this instrument. (If insurance is obtained by said Company against the risk of non-recording, then in lieu of the fees paid for filing and recording this instrument, the undersigned shall pay the premium actually

Should undersigned fail to pay any indebtedness hereby secured or the interest thereon when the same becomes due or default in any of the undersigned's other obligations or covenants hereunder (time being hereby made of the essence hereof), the entire indebtedness hereby secured shall at the option of said Company or assigns, become immediately due and payable, and said Company or assigns, or any officer, agent or attorney thereof, may enter upon the premises of undersigned and take possession of said property and may sell the same either at public or private sale, with or without advertisement, on such terms as said Company or assigns may deem best and said Company or assigns may bid and purchase at such sale, all without any notice or demand whatever, to undersigned.

The proceeds of any such sale shall be applied first to the payment of all obligations recited herein, and the expenses of such sale and to the indebtedness hereby secured, and the balance if any shall be returned to undersigned. The taking possession of said property shall not affect the liability of undersigned in any way, and after a sale thereof undersigned shall remain a creditor remaining after the application of the net proceeds of any such sale. Neither said Company nor assigns nor any officer, agent or attorney thereof shall be liable in any way for entering any premises or taking possession of said property. The rights and remedies herein granted are cumulative of those granted by law.

DESCRIPTION OF PERSONAL PROPERTY

All of the household goods and each automobile now located in or about Sellers' residence at their address above set forth including, but not limited to the following:

~~1.21X Zenith Console executive desk cabinet~~

1 brown chair
1 brown studio couch
2 table lamps
2 mah. end tables
1 Westinghouse 23" TV
1 Wal. bedroom suite, springs & mattress
dresser & chest
1 light Wal. bedroom suite, springs & mattress
dresser & chest
1 chrome breakfast table
6 chrome breakfast chairs
1 Westinghouse gas xtrange
1 Hot Point 1961 washingmachine

I hereby further agree that said property shall not be removed beyond the limits of said county without the written permission of the payee.

I hereby make application to the above-named lender for the insurance itemized in this statement and declare that the purchase is entirely voluntary and has not been made compulsory by the creditor. The option has been extended to me to purchase the insurance from any agent of my choice. I freely choose the above-named agent and authorize him to deduct from the proceeds of my note the aforesaid amount of my premium.

The undersigned, jointly and severally, waive any right of privacy of any nature in connection with this instrument, regardless of whether or not the debt evidenced thereby may be contested, and agree that the lender may at its option communicate with any persons whatsoever with relation to the obligation involved, or its delinquency, or in an effort to obtain cooperation or help relative to the collection or payment thereof.

Given under our/my hand and seal the date the loan was made as above stated and a copy of said loan contract and a written itemized statement of the loan provision is hereby acknowledged.

Agreed to and Approved by All Parties Hereto:
For The Above-Named Company

By X
MANAGER AND AGENT

Signed, Sealed and Delivered
in the Presence of:

NOTARY PUBLIC, GEORGIA STATE AT LARGE
C-596 Rev. 8/42 Commission Expires Nov. 19, 1967

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26051

AUTREY, Jas. P.

FREEMAN FINANCE & THRIFT COMPANY, INC.

Authorized Signer

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FREEMAN FINANCE & THRIFT CO., INC.)
a corporation,

Plaintiff,

vs.

J. P. AUTREY and ROSIE AUTREY,
jointly and individually,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

9663

COUNT ONE

Plaintiff claims of the Defendant the sum of TWO HUNDRED FIFTEEN (\$215.00) DOLLARS due by promissory note made by them on the 17th day of December, 1965 and payable in eighteen (18) monthly installments of THIRTY-SIX (\$36.00) DOLLARS each.

That in and by the terms of said note, the Defendants agreed that in the event of any one default, that the entire balance should be due and payable, and the Plaintiff avers that the Defendants did default, and now claims the benefit of said acceleration clause.

That in and by the terms of said note, the Defendants agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of FIFTY (\$50.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of said note, the Defendants waived all rights under the exemption laws and homestead laws, and the Plaintiff now claims the benefit of said waiver.


ATTORNEY FOR PLAINTIFFS

FILED

FEB 2 1971

EUNICE B. BLACKMON CIRCUIT
CLERK