

HOME FINANCE SERVICE CITY,
INC., a Louisiana Corporation

Plaintiff

VS.

CLARENCE BRYARS

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9752

1.

The Plaintiff claims of the Defendant the sum of ONE THOUSAND ONE HUNDRED FORTY and 62/100 (\$1,140.62) balance due after all proper credits given on a promissory note made by the Defendant on the 16th day of December, 1969 and payable as follows: 24 monthly payments of \$50.00 each, the first payment due and payable on January 16, 1970. 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 claims interest at the rate of 8% per annum from December 16, 1969. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorney's fee of \$130.00.

WILTERS, BRANTLEY & NESBITT

BY: 

Attorney for Plaintiff

FILED

MAR 18 1971

EUNICE B. BLACKMON CIRCUIT
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:

You Are Hereby Commanded to Summon Clarence Bryars

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.....

Clarence Bryars....., Defendant.....

by Home Finance Service, City, Inc. a Louisiana Corporation

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

Witness my hand this 18 day of March 19 71

Ernest B. Blackmon Clerk

No. 9252

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Home Finance Service City, Inc.

a Louisiana Corporation

Plaintiffs

vs.

Clarence Bryars

Defendants

SUMMONS AND COMPLAINT

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Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

420 So. Hoyle St. Bay Minnett
and works at Standard Furniture

Received In Office

Mar 18 1971

Taylor Wilkins Sheriff

I have executed this summons

this April 8 1971

by leaving a copy with

T

Clarence Bryars

Sheriff claims 0 miles at

Ten Cents per mile Total \$.....

TAYLOR WILKINS, Sheriff

BY Robert
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. A. Zolbert Deputy Sheriff

NOT. NO.
75286 42
DUE DATE
1969

- BRYARS, MR. CLARENCE
- 903- 9th St.
- N.O., La.

PARISH Orleans

DATE OF THIS NOTE: Dec. 16-69	FIRST PAY. DATE: Jan. 16-70	FINAL PAY. DATE: Dec. 16-71	NO. NO. PMTS. 24	AMOUNT OF PAYMENTS \$ 50.00
AMOUNT OF NOTE ONE THOUSAND, TWO HUNDRED AND NO DOLLARS AND NO CENTS				
AMOUNT OF NOTE \$ 1200.00				

NOTE
PAYEE:
HOME FINANCE SERVICE
City, Inc.
3623 S. Poydras Ave.
New Orleans, La.
70118

428-0836
Clarence Bryars

903 9th St.
New Orleans, La.

The undersigned, jointly and severally, promise to pay to the order of payee stated above the amount of this note shown above, in equal consecutive monthly installments as shown above, until the full amount of this note shall be paid, with interest at the rate of (8% per annum) from maturity until paid. The first installment shall be due and payable on the first payment date shown above, and the following installments shall be due on the same date of each month thereafter, together with a final installment covering any unpaid balance, which final installment is due and payable on the final payment date shown above.

I/we also agree, bind and obligate ourselves to pay, in addition to the foregoing terms and conditions, a delinquent charge, on any installment in default seven (7) or more days from its due date, in the amount of five (5%) per cent of the amount of the installment.

Default in the payment of any installment hereof, shall, at the option of the holder hereof, and without notice or demand, render the entire balance at once due and payable. Extension of the time of payment of all or any part of the amount owing hereon at any time, or times, shall not affect the liability of any party hereto. All parties hereto severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this note, and permit extensions of the time of payment; and agree to pay an attorney's fee of twenty per cent on the balance then due and owing, on principal and interest, if the same be placed in the hands of an attorney for collection or suit, provided that in no event shall said fee be less than \$15.00.

NE VARIETUR

For identification with an act of Chattel Mortgage
acknowledged before me this 16th

Dec. 19 69

Notary Public

X. Clarence E. Bryars
Thomas Hartley

97521

Default Judgment
Home Finance Service
vs
Carlene Bryant
From Waver Gate

\$1,239.55
130.00 Fee

\$1,369.55

Robert