INTERSTATE SECURITIES COMPANY OF ALABAMA	I	IN THE CIRCUIT COURT OF
Plaintiff	I	BALDWIN COUNTY, ALABAMA
VS.		
LEE K. JACKSON and SARAH JACKSON	I	AT LAW
	I	CASE NO. 9765
Defendants		

1.

The Plaintiff claims of the Defendants the sum of ONE THOUSAND ONE HUNDRED FORTY ONE and 75/100 DOLLARS ($1,141.75) balance due after all proper credits given on a Promissory note made by the Defenants on the 26th day of July, 1968, and payable as follows: 36 monthly payments of $45.00 each, the first payment due and payable on August 25, 1968 and a like payment 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 $165.00.

WILTERS, BRANTLEY & NESBIT

BY: Thomas S. Nesbit
Attorney for Plaintiff

FILED

MAR 25 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 LEE K. JACKSON and SARAH JACKSON

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

LEE K. JACKSON AND SARAH JACKSON, Defendant

by INTERSTATE SECURITIES COMPANY OF ALABAMA

, Plaintiff

Witness my hand this 25 day of March 19 71.

Eunice B. Blackmon, Clerk

No. 9265 Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

INTERSTATE SECURITIES COMPANY OF ALABAMA
Plaintiffs

vs.

LEE K. JACKSON AND SARAH JACKSON
Defendants

SUMMONS AND COMPLAINT

FILED

Filed ..... 19.....

MAR 25 1971

..... Clerk

EUNICE B. BLACKMON CIRCUIT CLERK

WILTERS, BRANTLEY & NESBIT

BY: .....
Plaintiff's Attorney

.....
Defendant's Attorney

Defendant lives at

Rt 2, Box 102, Bay Minette, Alabama

Received In Office

Mar 25 19 71

Taylor Wilkins Sheriff

I have executed this summons

this 3-29 19 71

by leaving a copy with

Lee K Jackson

Sarah Jackson

Sheriff claims 0 miles at Ten Cents per mile Total $.....

TAYLOR WILKINS, Sheriff

BY Tolbert
DEPUTY SHERIFF

..... Sheriff

W. A. Tolbert Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

INTERSTATE SECURITIES COMPANY OF ALABAMA,	)	IN THE CIRCUIT COURT OF
Plaintiff	)	BALDWIN COUNTY, ALABAMA
-VS-	)	
	)	AT LAW
LEE K. JACKSON and SARAH JACKSON,	)	
Defendants	)	CASE NO. 9765

DEMURRER

Comes now the Defendants in above styled cause and demur to the complaint heretofore filed in this cause and as grounds therefore assign the following, separately and severally, to each and every count thereof:

1. The complaint is vague.
2. The complaint is uncertain.
3. The complaint fails to state a legal cause of action.
4. The complaint fails to state when the alleged default in payments took place.
5. The complaint fails to allege the amount still due and payable on said note.

Kenneth Cooper
ATTORNEY FOR DEFENDANTS

CERTIFICATE OF MAILING

I certify that I have mailed a copy of the foregoing Demurrer to Mrs. Phyllis S. Nesbit, Attorney at Law, Robertsdale, Alabama 36567, by depositing the same in the United States Mail, postage prepaid, at Bay Minette, Alabama, on this 3rd of May, 1971.

Kenneth Cooper
ATTORNEY FOR DEFENDANTS

FILED

MAY 3 1971

EUNICE B. BLACKMON CIRCUIT CLERK

9765

INTERSTATE SECURITIES COMPANY OF ALABAMA,	)	IN THE CIRCUIT COURT OF
Plaintiff	)	BALDWIN COUNTY, ALABAMA
-VS-	)	
	)	AT LAW
LEE K. JACKSON and SARAH JACKSON,	)	
Defendants	)	CASE NO. 9765

AMENDED DEMURRER

Come now Defendants in above style cause and demur to the amendment to the complaint heretofore filed in this cause and assigns as grounds therefor the following, separately and severally, to the added Count 2:

1. The complaint is vague.

2. The complaint is uncertain.

3. The complaint fails to state a legal cause of action.

4. The complaint fails to state when the alleged default in payments took place.

5. The complaint fails to allege the amount still due and payable on said note.

Kenneth Cooper
ATTORNEY FOR DEFENDANTS

CERTIFICATE OF MAILING

I certify that I have mailed a copy of the foregoing Amended Demurrer to Mrs. Phyllis S. Nesbit, Attorney at Law, Robertsdale, Alabama 36567, by depositing the same in the United States Mail, postage prepaid, at Bay Minette, Alabama, on this 13th of May, 1971.

Kenneth Cooper
ATTORNEY FOR DEFENDANTS

FILED

MAY 13 1971

EUNICE B. BLACKMON CIRCUIT CLERK

INTERSTATE SECURITIES COMPANY OF ALABAMA	I	IN THE CIRCUIT COURT OF
Plaintiff	I	BALDWIN COUNTY, ALABAMA
VS.		
LEE K. JACKSON and SARAH JACKSON	I	AT LAW
Defendants		CASE NO. 9765

Comes now the Plaintiff in the above styled cause and amends its Bill of Complaint by adding the following count.

2.

The Plaintiff claims of the Defendants ONE THOUSAND ONE HUNDRED FORTY ONE and 75/100 DOLLARS ($1,141.75) due by promissory note made by the Defendants on the 26th day of July, 1968, with interest thereon, the last payment being made on the 2nd day of June, 1970, said amount being due and unpaid. 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 $165.00.

WILTERS, BRANTLEY & NESBIT

BY: Phyllis S. Nesbit
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 6th day of May, 1971, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

WILTERS, BRANTLEY & NESBIT

By: Phyllis S. Nesbit

FILED

MAY 6 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Case 9145

Lender:

Interstate Securities Company of Alabama

P. O.Box 515
Robertsdale , Alabama

NOTE

Loan No. 0116-6-30022

Due Date 8-25-68

Borrowers' Name and Address

JACKSON, LEE KINON & SARAH
103 W. Hurricane St.
Bay Minette, Alabama

Date of Note	Total Amount Due on Note	Number of Monthly Payments	First Payment Due	Amount of Payments (Except Final)	Final Payment Due	Amount of Final Payment-Equal in any Case to Unpaid Balance
7-26-68	$ 1620.00	36	8-25-68	$ 45.00	7-25-71	$ 45.00

For Value Received, the undersigned, jointly and severally, promise to pay to the order of the Lender named above in its said office, the total amount due on the note as shown above, in the number of consecutive monthly installments as shown above, the first installment being payable in the amount and on the date shown above and the succeeding installments being payable in the amounts and on the dates as shown above, together with a final installment equal to any unpaid balance payable on the date as shown above. If this note is not paid at maturity, it shall thereafter bear interest at the highest lawful rate for written contracts.

All parties to this note, whether makers, co-makers, endorsers, sureties, or guarantors, severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice of such extension.

It is agreed and understood that if default is made in the payment of any one installment as the same shall become due and payable, the entire balance then remaining unpaid shall immediately become due and payable.

The makers and endorsers of this note agree to pay all costs of collection including a reasonable attorney's fee, whether incurred against one or more of said makers or endorsers in collecting or attempting to collect this note, and each hereby expressly waives as to this debt all of his rights to claim exemption under the Constitution and Laws of the State of Alabama or any other state in the United States.

It is understood and agreed by each person whose name is signed hereunder that he signs this note without conditions, reservations, or representation as to any other person or persons having signed the same, or that any other person or persons shall sign the same, as maker or endorser, and without any condition or reservation as to delivery, execution or otherwise.

If the Borrower refinances or prepays this Note, insurance refunds will be paid or credited to him in accordance with the terms of his insurance policies and a refund of the interest charge will be paid or credited to him in accordance with the accepted practice of calculating the same by the Rule of 78ths. The Rule of 78ths is the "sum of the digits" method, i.e., the amount of such refund shall represent at least as great a proportion of the interest charges as the sum of the periodic balances scheduled to follow the first scheduled payment after the date of prepayment, bears to the sum of all the periodic balances under the schedule of payments in the contract.

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

R. Williams
Witness

DeLois Hamby
Witness

Witness

Lee K. Jackson (Seal)

Sarah Jackson (Seal)

(Seal)

FORM 61-S-LL-ALA. REV. 10-67

Filed
9-26-71
Eunice B. Blackmon
Clerk