

INTERSTATE SECURITIES COMPANY  
OF ALABAMA

Plaintiff

VS.

D. C. STABLER

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9766

1.

The Plaintiff claims of the Defendant the sum of NINE HUNDRED FIFTY NINE and 35/100 DOLLARS (\$959.35), balance due after all proper credits given on a Promissory note made by the Defendant on the 19th day of February, 1970, and payable as follows: 36 monthly payments of \$29.00 each, the first payment due and payable on March 25, 1970 and a like payment 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 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 \$140.00.

WILTERS, BRANTLEY & NESBIT

BY:

Phillip L. 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 D. C. STABLER

~~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.....

D. C. STABLER

....., Defendant.....

by INTERSTATE SECURITIES COMPANY OF ALABAMA

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

Witness my hand this 25 day of March 19...71

Erniee B. Blackmon, Clerk

No. 9766

Page.....

**THE STATE OF ALABAMA**  
**BALDWIN COUNTY**

**CIRCUIT COURT**

**INTERSTATE SECURITIES COMPANY**  
**OF ALABAMA**

Plaintiffs

vs.

**D. C. STABLER**

Defendants

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**EUNICE B. BLACKMON** CIRCUIT  
CLERK

**WILTERS, BRANTLEY & NESBIT**

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

General Delivery  
Summerdale, Alabama

Received In Office

Mar. 25 1971

Taylor Wilkins Sheriff

I have executed this summons

this 19-July 1971  
by leaving a copy with

BR

D. C. Stabler

Sheriff claims 60 miles at

Ten Cents per mile Total \$ 6.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins Sheriff

H. B. Brown Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

Gomi R T  
S Dale

Interstate Securities Co.  
P. O. Box 515  
Robertsdale, Ala.

LOAN NO. 0116-6-30773	DATE OF THIS LOAN 2-19-70	FIRST PAYMENT DUE 3-25-70	OTHERS DUE SAME DAY EACH MONTH 25th.
TOTAL OF PAYMENTS PAYABLE IN 36	AMOUNT OF PAYMENTS FIRST PAYMENT \$ 29.00 OTHERS - EACH \$ 29.00 EXCEPT FINAL PAYMENT SHALL BE BALANCE REMAINING UNPAID		DATE OF MATURITY 2-25-73 FINAL PAYMENT DUE

1. TOTAL OF PAYMENTS \$ 1044.00

2. FINANCE CHARGE:

INTEREST \$ 136.97  
FEE \$ 146.06 \$ 283.03

3. ANNUAL PERCENTAGE RATE 21.75 %4. AMOUNT FINANCED \$ 760.97  
(Item 1 minus 2)

5. DISBURSEMENTS:

INSURANCE	
A. CREDIT LIFE	\$ <u>31.32</u>
B. ACCIDENT & HEALTH	\$ <u>31.32</u>
C. PROPERTY	\$ <u>62.64</u>
D. AUTO	\$ <u>62.64</u>
E. Total (Sum of A, B, C & D)	\$ <u>185.92</u>
TERM OF INSURANCE COVERAGES:	
A for <u>36</u> Mos.	B for _____ Mos.
C for <u>36</u> Mos.	D for _____ Mos.

F. LOAN NO. 6-30488  
(Old Balance less refunds) \$ 583.64  
G. FILING & RECORDING \$ 3.65  
H. OTHER: Cost \$ 111.04

TOTAL DISBURSEMENTS (Sum of E, F, G & H) \$ 760.976. CASH DIFFERENCE TO BORROWER (Item 4 minus 5) None

BORROWER(S) —

Name(s) and

Address(es)

Mr. D. C. Stabler  
Gen. Del.  
Summerdale, Ala.

**NOTICE — INSURANCE AUTHORIZATION — READ BEFORE SIGNING**  
(1) Credit Insurance is not required in order to obtain this loan. (2) The cost of insurance is indicated in item 5, above. (3) The Borrower may choose the person through whom the property and automobile insurance is to be obtained. (4) The undersigned hereby acknowledges that he has read the above prior to the execution of any note or other instrument evidencing the within loan and further acknowledges that he desires the insurance coverage indicated in item 5 and authorizes the creditor to obtain the same on his behalf.

D.C. Stabler  
(Borrower)

2/19, 19 70  
(Date)

DESCRIPTION AND IDENTIFICATION OF SECURITY INTEREST: This loan and any extension or renewal thereof or future advance is secured by a security agreement dated 2/19/70 on the following described property: (Check proper box) ☐ Automobile ☐ Consumer Goods including but not limited to household goods, furniture, appliances and personal property of all kinds and description and all additions, replacements and accessories thereto which are hereafter acquired by borrowers.

PREPAYMENT: Refund of unearned interest in the event of prepayment is computed by the sum of the digits method (Rule of 78ths). Fee will be refunded in accordance with Rule of 78ths provided contract is prepaid within 6½ months after date of this contract.

DEFAULT CHARGE: 5% of the full payment due when any part thereof is in default for 10 days or more.

## NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the payee named above at the above office and subject to the terms hereof, the face amount of note (Item 1, Total Payments), in consecutive monthly payments beginning on the due date for the first payment and continuing on the same day of each succeeding month thereafter until fully paid all as indicated and stated above in the captioned and numbered boxes and items.

The face amount of note includes the principal amount of the loan (Item 4, Amount Financed) and the original finance charge for the loan (Item 2, Finance Charge) computed on the principal amount for the full term of the loan.

Default in the payment of any installment may be discussed with any present or future employer, and shall, at the option of the holder hereof and without notice or demand, render the unpaid balance at once due and payable, subject, however, upon prepayment in full, to any required rebate of charge. Payment in advance is permitted to be made on this loan in any amount at any time.

The undersigned jointly and severally agree to pay all costs including attorney's fees expended in any court action in the enforcement of the terms of any instrument evidencing or securing this loan.

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.

In the event of default in the payment of any payment on this note for a period of not less than ten (10) days, the undersigned agree to pay a default charge in the amount of five percent (5%) of such payments; provided only one such default charge may be collected on any one such payment regardless of the period of default.

Extension of the time of payment of all or any part of the amount owing hereon or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor, or surety hereof, it being the intent of all parties to this note that they shall continue jointly or severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties, and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest, and notice of demand, non-payment, and protest of this note and disclaiming any relief from valuation and appraisal laws.

Borrower authorizes the disbursements stated above and acknowledges that he received a fully completed copy of the above Note-Loan Statement.

WITNESSES

SIGNED:

D.C. Stabler  
Frances C. Bayd  
(Husband or Wife)

Case # 9766

Instal Securities  
Co. of Alabama

D. C. Staller

From Warr. Fats

\$ 959.35

140.00 Due

\$ 1,099.35