

STATE OF ALABAMA )  
 )  
BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon RAY DAVIS III, of Garden Cottages, Highway 59 South, Foley, Alabama, to appear within thirty days after the service of this summons in the Circuit Court to be held for said County, then and there to demur or plead to the complaint of Republic Finance Corporation, a corporation, the Plaintiff.

Witness my hand this 29 day of April . . 1971.

*Eunice B. Blackmon*  
Clerk

\* \* \* \* \*

REPUBLIC FINANCE CORP., )  
A FOREIGN CORPORATION, ) IN THE CIRCUIT COURT OF  
Plaintiff, ) BALDWIN COUNTY, ALABAMA  
vs. ) AT LAW  
RAY DAVIS III, ) NO. 9812  
Defendant )

COMPLAINT

The Plaintiff, Republic Finance Corporation, a foreign corporation, claims of the Defendant, Ray Davis III, One Thousand Fifty-eight and no/100ths Dollars (\$1,058.00) due by note executed by the Defendant on November 9, 1970, to International Discount Corporation and assigned to the Plaintiff, this note payable in twenty-four (24) monthly installments beginning December 20, 1970, with interest thereon.

And the Plaintiff avers that so far as the collection of this debt is concerned, Defendant has agreed to pay an attorney's fee in the amount of 20% of the principal, or \$200.00.

**FILED**

APR 29 1971

EUNICE B. BLACKMON  
CIRCUIT CLERK

*Daniel E. Robison*  
Daniel E. Robison  
Plaintiff's Attorney

9812

Republic Finance  
Corp. a foreign corp

vs.

Ray Davis, III

FILED

APR 29 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

Daniel E. Robison

Received 29 day of April 1971  
and on 3 day of Aug. 1971  
I served a copy of the within  
on Ray Davis III  
By service on Ray Davis III  
TAYLOR WILKINS, Sheriff  
By Roger Wynn D.S.

Sheriff claims 40 miles at  
Ten Cents per mile Total \$ 4.00  
TAYLOR WILKINS, Sheriff  
BY Roger Wynn  
DEPUTY SHERIFF

Daniel E. Robison

ATTORNEY AT LAW

P. O. BOX 794

117 SO. ALSTON ST.

FOLEY, ALABAMA 36535

(205) 943-4955

September 9, 1971

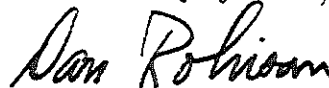
Eunice Blackmon  
Clerk of the Court, at Law  
Circuit Court of Baldwin County  
Bay Minette, Alabama

Dear Mrs. Blackmon:

RE: REPUBLIC FINANCE vs.  
RAY DAVIS III NO. 9812

Please give us a default judgment in this cause. The Defendant was served on August 3, 1971, and has not answered. Interest on the \$1,058.00 due, from January of this year is: \$42.32. The amount allowed on the promissory note as 20% of the principal and unpaid balance, is, roughly, \$200.00. Therefore, we request total judgment in the amount of \$1,300.32.

Very truly yours,



Daniel E. Robison

DER/meh

cc: Republic Finance Corporation

## COMBINATION NOTE - LOAN STATEMENT

INTERNATIONAL REDISCOUNT CORP.  
JACKSON, MISSISSIPPI

LOAN NO 28349  
BORROWER'S NAME Davis, Ray  
ADDRESS Oak Hill Trl. St.  
CITY OF Ocean Springs COUNTY OF Jackson MISS.

TOTAL OF PAYMENTS (AMOUNT OF NOTE) 1104.00  
DATE LOAN MADE 11-9-70  
FIRST PAYMENT DUE 12-20-70  
FINAL PAYMENT DUE DATE 11-20-72  
PAYABLE IN MONTHLY PAYMENTS 24  
AMOUNT OF PAYMENTS 46.00  
OTHERS SAME DAY EACH MONTH 46.00  
DATE FINANCE CHARGE BEGINS TO ACCRUE IF OTHER THAN DATE OF LOAN

INSURANCE  
PROPERTY INSURANCE, if written in connection with this loan, may be obtained by borrower through any person of his choice. If borrower desires property insurance to be obtained through the creditor, the cost will be \$ 0 for the term of the credit.  
CREDIT LIFE AND DISABILITY INSURANCE is not required to obtain this loan. No charge is made for credit insurance and no credit insurance is provided unless the borrower signs the appropriate statement below.

- (a) The cost for Credit Life Insurance alone will be \$ 22.08 for the term of the credit.  
(b) The cost for Credit Life and Disability Insurance will be \$ 55.20 for the term of the credit.  
I desire Credit Life and Disability Insurance.

(DATE) (SIGNATURE) I desire Credit Life Insurance only.

(DATE) (SIGNATURE) I DO NOT want Credit Life or Disability Insurance

REBATE FOR PREPAYMENT IN FULL. If the loan is prepaid in full by cash, a new loan, refinancing or otherwise before the final installment date, the borrower shall receive a rebate of precomputed service charge and lender's interest computed by the Rule of 78's with ninety (90) days added to the number of months expired.

## SECURITY

☐ This Note is secured by a Security Agreement covering: ☐ Household Goods, ☐ Automobile, ☐ Other  
and is to enable the undersigned to acquire rights in or the use of such collateral. The undersigned Borrower(s) hereby acknowledges receipt of a copy of the Security Agreement with all of the household goods and appliances of every kind now located in or about the Borrower's premises at the address as above stated and as further described in that Security Agreement dated  
This security agreement will secure future or other indebtedness and will cover after acquired property.  
☒ This loan is unsecured.

IN CONSIDERATION of a loan made by the company named above in the amount hereof, the undersigned jointly and severally promise to pay to the order of said company, at the office of the Licensed Broker at the address shown below or at such other place as may be designated by the holder hereof, the total of payments (amount of loan) shown above together with interest from maturity at the rate of 6% per annum until fully paid. Payment shall be made in consecutive payments as above indicated, beginning on the stated due date for the first payment and continuing on the due date of each succeeding payment to and including the stated due date for the final payment, except that when any such day is a Sunday or holiday the due date for that payment shall be the next succeeding business day. Default in making any payment shall, at the option of the holder hereof and without notice or demand, render the entire unpaid balance of the principal hereof and accrued interest thereon at once due and payable. This note evidencing an installment loan, the principal hereof represents principal and all interest thereon for the entire period of repayment as herein provided. The signers, makers, endorsers, guarantors and each of them severally waive presentment for payment, protest and notice of protest and non payment of this note, and each of us understands that the lender has no agents authorized to accept payments hereon except at the office of the Broker, and that the balance due hereon will be the amount shown on the books of the Broker, and that the signers may remit to the Broker, directly by mail or otherwise.  
In the event this note is not promptly paid according to its tenor, and is placed in the hands of an attorney for collection, we jointly and severally obligate ourselves to pay an attorney's fee equal to 20% of the principal and interest then unpaid, or a minimum of \$25.00 for the collection of this note.  
The undersigned Borrower(s) authorizes disbursement and acknowledges receipt of the amount of loan as shown in the statement above. Borrower directs the Lender to remit to Broker each month as partial payment of its service fee the portion of the payments which exceeds the amounts applied to "Amount Financed" and interest.  
The undersigned acknowledges receipt of a statement of the loan in English as required by section 14 (a) of the Mississippi Small Loan Regulatory Act.

I ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS NOTE & LOAN STATEMENT

WITNESS

WITNESS

We, the undersigned Small Loan Broker, licensed by the State of Mississippi, do hereby unconditionally endorse and guarantee payment of the above note.

Republic Finance of Alford Inc.  
SMALL LOAN BROKER Mississippi

ADDRESS

STATEMENT OF LOAN  
This loan secured by 01  
Total of Payments (Amount of Note) \$ 1104.00  
Less: FINANCE CHARGE:  
Lender's Interest (4.875%) \$ 82.38  
Lender's Gross Advance \$ 1021.62  
Service Charges \$ 260.24  
TOTAL FINANCE CHARGE \$ 342.62  
Amount Financed \$ 761.36  
Credit Life Insurance Premium \$ 22.08  
Credit A & H Insurance Premium \$ 33.12  
Property Insurance Premium \$  
Recording Fees \$  
Cash Proceeds After Ins. & Recording Fees \$ 706.18  
Less:  
Former Balance - Loan No. 2770 \$ 116.00  
Others \$  
Cash Proceeds of Loan to Borrower \$ 590.18  
Plus Refund Items:  
Credit Life Insurance Refund \$  
Finance Charge Refund \$ 14.66  
Credit A & H Insurance Refund \$ 1.11  
Property Insurance Refund \$  
Total For Cash Payment to Borrower \$ 605.95  
ANNUAL PERCENTAGE RATE 38.50 %

LOAN CLOSED BY

I CERTIFY THAT THE CASH RECEIVED BY THE BORROWER WAS PAID BY ME TO THE BORROWER IN PERSON.

CASHIER

## NOTE

BORROWER(S)

BORROWER(S)

by T. M. Haley  
AGENT

FORM 210 H REV. 1/70