

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Theodore R. Dekle and Leola N. Dekle to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of Nationwide Finance Company d/b/a Allied Finance Company of Pensacola, a Corporation.

Witness my hand this the 23 day of December, 1971.

Defendants may be served:

Emmie B. Blackmon
Clerk

Lillian, Alabama 36549

NATIONWIDE FINANCE COMPANY
d/b/a ALLIED FINANCE COMPANY
OF PENSACOLA, a Corporation,

§ IN THE CIRCUIT COURT OF
§ BALDWIN COUNTY, ALABAMA

Plaintiff,

§ AT LAW

Vs.

§

THEODORE R. DEKLE and LEOLA
N. DEKLE,

§

Defendants.

§

NUMBER:

10,165

I

The Plaintiff claims of the Defendants the sum of Three Hundred Twenty-four and 76/100 (\$324.76) Dollars, as balance due on a promissory note for \$600 made by them on the 17th day of September, 1962 and payable on the 29th day of April, 1971 with interest thereon.

The note contains provision for a reasonable attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

Wilson Hayes
Attorney for Plaintiff
Wilson Hayes

FILED

DEC 23 1971

and on 19 day of Dec 1971
I served a copy of the within 110 1971
on Theodore P. Dekle + Leola N. Dekle
by Taylor Wilkins Sheriff
service on

Sheriff claims 2.00 miles
Ten Cents per mile Total \$22.00
TAYLOR WILKINS, Sheriff
BY Leola N. Dekle
DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff
BY Leola N. Dekle

Wilson Hayes
Attorney for Plaintiff

NATIONWIDE FINANCE COMPANY
d/b/a ALLIED FINANCE COMPANY
OF PENSACOLA, A CORPORATION

VS:

THEODORE R. DEKLE AND LEOLA N. DEKLE

DEC 23 1971

TAYLOR WILKINS
SHERIFF

FILED

DEC 23 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

DEC 23 1971
DEC 22 1971

TAYLOR WILKINS
SHERIFF

FILED

SEP 10 1962

CIRCUIT CLERK
FINANCE DIVISION

ALLIED FINANCE CO. OF PENSACOLA

105 So. Baylen St.
Pensacola, Fla.

Note

Agreed rate of Charge

per month on that part of the unpaid principal balance not exceeding \$300 and 2% per month on that part of the unpaid balance in excess of \$300 but not exceeding \$600 until 12 months after due date of final installment; and thereafter at 10% per annum.

LOAN NO.	DATE DUE	DATE OF THIS LOAN	AMOUNT OF LOAN	FIRST PAYMENT DUE	FINAL PAYMENT DUE
FL 62222	10th	9-17-62	\$ 600.00	10-20-62	9-15-64

Theodore R. and Lucile DeKle
Billie, Alabama Florida

PRINCIPAL AND INTEREST IS PAYABLE IN

24 Monthly payments of \$ 34.25 each, except final payment shall be unpaid principal and interest.

For value received, the undersigned jointly and severally promise to pay to the payee named above at its above office the actual amount of the loan as stated above, being the principal amount of this note, together with interest at the agreed rate as above stated until fully paid.

Payment of principal and interest shall be made in consecutive monthly installments as indicated above beginning on the above stated due date for the first payment and continuing on the same day of each succeeding month to and including the above stated due date for the final payment. If the principal amount of this note or if any installment is not paid when due, the unpaid principal balance shall bear interest thereafter at the above agreed rate of charge. From any payment made hereon, interest, at said rates, due on the unpaid principal balance of the amount loaned shall first be deducted and the remainder of any such payment shall be applied on the unpaid principal balance until paid.

The unpaid balance of this note, or any part thereof, plus accrued interest, may, at the option of the undersigned, be paid at any time.

Default in the payment of any installment of the principal or interest hereof, or any part of either, shall, at the option of the holder hereof, and without notice or demand, render the then unpaid balance of the principal hereof, and accrued interest thereon, 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 or surety or guarantor hereof. Sureties, guarantors, and parties hereto severally waive demand and presentment for payment, notice of non-payment, notice of protest of this note and further waive all rights of exemption of every kind under the laws of this or any other state.

If suit is filed on this note because of default in payment or otherwise, the undersigned agree to pay the actual and reasonable attorney fees and court costs, including actual and reasonable expenses of repossession, storing and selling of any property pledged as security, all as determined by the Court in which suit is filed.

The undersigned acknowledge receipt of a statement in English as required by Section 516.15 of the Florida Statutes, as amended.

The payee named herein is licensed by the State of Florida to make loans in sums of Six Hundred Dollars (\$600) or less pursuant to Section 516 of the Florida Statutes, as amended.

WITNESS: Theodore R. DeKle (SEAL)
WITNESS: Lucile M. DeKle (SEAL)
WITNESS: _____ (SEAL)
WITNESS: _____ (SEAL)

This Note is secured by a Wage Assignment and a Chattel Mortgage on Household Goods - Automobile.

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

September 11, 1972

Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

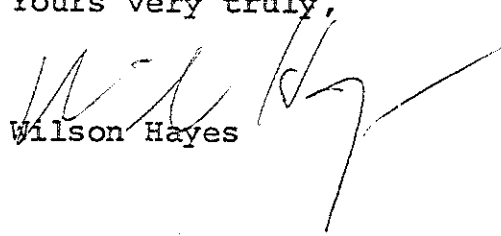
Re: Nationwide Finance Company
v Theodore R. Dekle, #10,165

Dear Mrs. Blackmon:

Please submit this case for judgment on
promissory waive note for \$197 plus \$65 attorney
fee, total \$262.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/mm
Enc.

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

December 22, 1971

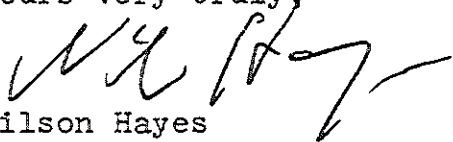
10,165
Mrs. Eunice B. Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Dear Eunice:

Please file the enclosed suit for Nationwide
Finance Company and have it served on Theodore R. Dekle
and Leola N. Dekle.

With kind regards, I am

Yours very truly,


Wilson Hayes

mm
Enc.