

AMERICAN FINANCE SYSTEM
OF ALABAMA, INC., a corp-
oration,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

Plaintiff

AT LAW

vs.
HOWARD B. LORD and BOBBIE
J. LORD, jointly and severally,

Defendant.

CASE NO. 10,208

Plaintiff claims of the defendant ^s the sum of \$ 776.00

for that heretofore on to-wit: 7-8-69 the defendant for a valuable
consideration, executed a written promissory note, a copy of
said instrument is attached hereto and made a part hereof, wherein he
agreed to pay American Finance System of Ala., Inc. the sum of \$ 1,125.00
in installments of \$ 45.00 per month, including interest, commencing
on the to-wit: 8-8-69.

Plaintiff avers that defendant ^s defaulted in payment thereunder on
to-wit: 9-8-73 and pursuant to the terms of said
promissory note the plaintiff herein declared the entire
balance due and owing. Plaintiff further alleges that the defendant waived
all right or claim of exemption under the Constitution and Laws of the
State of Alabama and agreed to pay a reasonable attorney's fee in the event
employment of an attorney was necessary for the collection, which said
attorney's fee plaintiff claims in the amount of \$ 184.00, which is
\$3.33 per cent of \$ 582.00, and plaintiff avers that same is
reasonable.

WHEREFORE, plaintiff claims of the defendant \$ 582.00
~~XXXXXX~~ ~~XXXXXX~~
plus interest, plus attorney's fee in the amount of \$ 184.00, as
aforesaid.

PERLOFF, REID & BRISKMAN

BY: T. Dwight Reid
Attorney for Plaintiff

Defendant may be served:
Route 1, Box 38
Foley, Alabama.

His emp: Air Conditioning Engineers, Inc.
2715 Daughin St., Mobile, Ala.
Her emp: Vanity Fair
Robertsdale, Alabama

Extra
Copy

Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama 36507

FROM *10, 208*
PERLOFF, REID & BRISKMAN

Attorney at Law

257 ST. ANTHONY STREET

MOBILE, ALABAMA 36603 • TELEPHONE 433-5412

SUBJECT:

FOLD HERE

DATE

1-21-72

MESSAGE

Please file the enclosed suit in the Circuit Court of Baldwin County.

DATE

SIGNED

T. Dwight Reid

REPLY

SIGNED

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 10,208

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Comanded to Summon Howard B. Lord & Bobbie J. Lord, Jointly & Severally

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.....

Howard B. Lord & Bobbie J. Lord, jointly & severally Defendant.....

by American Finance System of Alabama, Inc. a Corp. Plaintiff.....

Witness my hand this 24th day of January 19 72

Eunice B. Blackmon Clerk

F

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

AMERICAN FINANCE SYSTEM OF ALABAMA,

INC. A CORP.

Plaintiffs

vs.

HOWARD B. LORD & BOBBIE J. LORD,

jointly & severally Defendants

SUMMONS AND COMPLAINT

Filed Jan. 24, 19 72

EUNICE B. BLACKMON Clerk

JAN 25 1972

TAL...
SHE...

PERLOFF, REID & BRISKMAN

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Rt. 1 Box 38 Foley, Ala.

Received In Office

January 25 1972

Taylor Wilkins Sheriff

I have executed this summons

this 19.....

by leaving a copy with *224 57*

Howard B. Lord

Bobbie J. Lord
2-11-72

Sheriff claims *168* miles at

total \$ *168*

WILKINS, Sheriff
by *Taylor Wilkins*
CLERK

Taylor Wilkins, Sheriff

Robert Wilson Deputy Sheriff

AMERICAN FINANCE SYSTEM
OF ALABAMA, INC., a corporation,) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA,
Plaintiff) AT LAW
vs.)
HOWARD B. LORD and BOBBIE
J. LORD, jointly and severally,)

Defendant.) CASE NO. 10,208

Plaintiff claims of the defendants the sum of \$ 776.00
for that heretofore on to-wit: 7-8-69 the defendant for a valuable
consideration, executed a written promissory note, a copy of
said instrument is attached hereto and made a part hereof, wherein they
agreed to pay American Finance System of Ala., in the sum of \$ 1,125.00
in installments of \$ 45.00 per month, including interest, commencing
on the to-wit: 8-8-69.

Plaintiff avers that defendants defaulted in payment thereunder on
to-wit: 9-8-70 and pursuant to the terms of said
promissory note the plaintiff herein declared the entire
balance due and owing. Plaintiff further alleges that the defendant waived
all right or claim of exemption under the Constitution and Laws of the
State of Alabama and agreed to pay a reasonable attorney's fee in the event
employment of an attorney was necessary for the collection, which said
attorney's fee plaintiff claims in the amount of \$ 194.00, which is
33.33 per cent of \$ 582.00, and plaintiff avers that same is
reasonable.

WHEREFORE, plaintiff claims of the defendant \$ 582.00 ~~XXXXXX~~ ~~XXXXXX~~
plus interest, plus attorney's fee in the amount of \$ 194.00, as
aforesaid.

PERLOFF, REID & BRISKMAN

BY: T. Dwight Reid
Attorney for Plaintiff

Defendant may be served:
Route 1, Box 38 His emp: Air Conditioning Engineers, Inc.
Foley, Alabama 2715 Dauphin St., Mobile, Ala.
Her emp: Vanity Fair
Robertsdale, Alabama

Howard B. Ford
Bobbie J. Ford
 905 1/2 S. 15
 Elberta, Ala.

Date of Loan	Loan Number	Face Amount of Note	Principal & Chgs. Due in Consecutive Monthly Installments	DUE DATE OF PAYMENTS		AMOUNT OF PAYMENTS	
7/8/67	1529	\$11200	2	First: 8/8/67	Final (Maturity): 7/8/71	First: 4500	Others: 4500

This Loan, Evidenced By a Note, is Secured By: (Check Applicable Security)

- Comaker(s)
- Security Agreement on: H&B
- Credit Life Insurance
- Credit A&H Insurance
- Other: (Describe) _____

DETAILS OF TRANSACTION

FACE AMOUNT OF NOTE	\$11200
Less:	
Interest	\$12160
Service Chg.	\$300
Total Charges	\$12460
Cash Advance	\$9434
AUTHORIZED DEDUCTIONS:	
Bal. Due Prior Loan	
No:	
Less Refunds:	
Interest	
Life Ins. Prem.s	
A&H Ins. Prem.s	
Total Refunds	
Net Prior Loan Balance	
Credit Life Ins. Prem.	\$2303
Credit A&H Ins. Prem.	\$2737
Official Fees	
9760	\$78649
1130	\$990
TOTAL DISBURSEMENTS	\$97334
TOTAL CASH TO BORROWER	\$97334

NOTE

- For value received on the above indicated due date, I or We, the undersigned, jointly and severally promise to pay to the above named Lender and Secured Party, or order at its office above stated, the aforesaid Face Amount of Note in consecutive installments as above stated until fully paid. This Note shall bear interest on the unpaid balance after maturity at the rate of 3% per annum.
- In the event of default in the observance of the terms of this promissory note, time being of the essence, or default in any term or condition of any other obligation, agreement or indebtedness owing to the holder (or Secured Party) or default in the terms of any covenant, condition or agreement of the Security Agreement securing this note within the time and manner specified therein, reference to which is hereby made, any such default shall, at the option of the holder, make the entire unpaid balance hereof at once due and payable. It is specifically understood and agreed that the holder may waive one or more such defaults without losing at any time the option to accelerate maturity upon any subsequent default.
- In the event of default of payment in full of any scheduled installment for more than five days after its due date, the undersigned agree to pay a late charge of five cents (5¢) for each dollar (\$1.00) of such installment.
- The parties of this note, whether borrower, comaker or comakers, surety or sureties, or otherwise, hereby severally waive presentment, demand, notice of non-payment and protest and consent that the time of payment may be extended any number of times without notice or previous consent, hereby binding themselves, jointly and severally, unconditionally, and as original promisors for the full payment hereof of principal and interest and fees.
- If this note is not paid at maturity, in whatever way its maturity may be brought about, and should the note be placed in the hands of an attorney for collection through suit or otherwise, or by collection through the Bankruptcy or Probate Court, the undersigned agree to pay the actual and reasonable attorney's fees as determined by the Court in which the suit is filed and court costs incurred in the collection of any amount due hereunder.

SECURITY AGREEMENT

Now therefore, in consideration of said note and to further secure the payment thereof, and all future loans which may be made at the option of the Secured Party, to Debtors, within five years of the execution of this Agreement or any continuation thereof, the Debtors do hereby convey and mortgage to the Secured Party, its successors and assigns, the goods and chattels hereinafter described; provided however, if the Debtors well and truly pay and discharge said note according to the terms thereof, then these presents shall cease and be void.

MOTOR VEHICLE(S) - (If None, Write in the Word NONE):

#	Year	Make	Body Type	Mtr./Ser. No.	No. Cyls.	Other Identification
1						
2						

OTHER - (Describe; if None, Write in the Word NONE):

DESCRIPTION OF GOODS AND EQUIPMENT - (If None, Write in the Word NONE):

All of the furniture, equipment, appliances, fixtures, household goods, and other personal property of every kind and nature now located in or about the Debtors' residence at their address set forth above and such additional property acquired and accessions thereto INCLUDING BUT NOT LIMITED TO:

LIVING ROOM		DINING ROOM		KITCHEN		BED ROOMS		OTHER (Describe)	
No.	Description	No.	Description	No.	Description	No.	Description	No.	Description
	Bookcase		Buffet		Chairs		Beds		
	Chair		Breakfront		Table		Chest of Drawers		
	Sofa		Serving Table		Refrigerator		Armoire		
	Hi-Fi Equipment		Table		Stove		Dresser		
	Television		Chairs		Freezer		Dressing Table		
	Occ. Tables		Rug		Washer/Dryer		Chair		
	Radio		Sewing Machine				Rug		
	Rug		Vacuum Cleaner						

THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Lender/Secured Party Named Above: [Signature]
 Debtor: X Howard B. Ford (Seal)
 By: [Signature]
 Debtor: X Bobbie J. Ford (Seal)
 Authorized Agent/Witness
 Witness: _____
 Debtor: _____ (Seal)

American Finance v Lord
default on note \$ 776.00