

MUTUAL FINANCE CORPORATION  
OF MOBILE COUNTY,

Plaintiff

vs

EDDIE WILLIAMS and MARY  
WILLIAMS, jointly and  
severally,

Defendants

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\*

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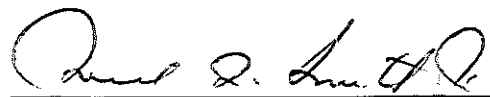
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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

At Law

Case No. 10,236

COUNT I. The plaintiff claims of the defendants the sum of NINETY-NINE & 50/100 DOLLARS (\$99.50) due by promissory note made on to wit: August 9, 1968, and payable in eighteen monthly installments of \$15.00 each. The plaintiff avers that the said defendants defaulted and the said sum sued for is still due and unpaid. The plaintiff is a licensee under the Alabama Small Loan Act.



FRED F. SMITH, JR.  
Attorney for Plaintiff  
302 DeLaMare  
Fairhope, Alabama

SERVE DEFENDANTS:

Box 460  
Daphne, Alabama

FILED

FEB 14 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

**STATE OF ALABAMA**  
**Baldwin County**

Circuit Court, Baldwin County

No. 10,236

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ..... Eddie Williams & Mary Williams, 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.....

..... Eddie Williams & Mary Williams, jointly & severally ..... Defendant.....

by Mutual Finance Corporation of Mobile County .....

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

Witness my hand this..... 14th ..... day of..... February ..... 19..... 72

*Eunice B. Blackmore* Clerk

No. 10,236

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

MUTUAL FINANCE CORPORATION OF

MOBILE COUNTY

Plaintiffs

vs.

EDDIE WILLIAMS & MARY WILLIAMS,

jointly & severally Defendants

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CLERK

Fred F. Smith, Jr.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Feb. 14

1972

Taylor Williams

Sheriff

I have executed this summons

this 2-16 1972

by leaving a copy with

Eddie Williams & Mary

Williams

108 miles at

Ten Cents per

TAYLOR W. JOHNSON, Sheriff

BY Johnson

Taylor Williams, Sheriff

Donald Johnson Deputy Sheriff

# NOTE AND STATEMENT OF ACCOUNT

LOAN NUMBER 13877

<b>BORROWERS (NAMES AND RESIDENCE ADDRESS)</b> <u>Williams Eddie &amp; Mary F.</u> <u>P.O. Box 460</u> <u>Daphne, Ala.</u>	<b>LENDER (NAME AND ADDRESS)</b> <b>MUTUAL FINANCE CORPORATION</b> <b>OF MOBILE COUNTY</b> <u>54 South Conception Street</u> <u>Mobile, Alabama 36602</u>
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<b>CASH ADVANCE</b>	<b>AMOUNT OF NOTE</b>						
\$ <u>206.40</u>	\$ <u>270.00</u> - <u>Two Hundred Seventy &amp; 00/100</u>						
<b>DATE OF THIS NOTE</b> <u>8-9-68</u>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"> <b>PAYABLE IN</b> <u>18</u>  <b>MONTHLY INSTALLMENTS</b>  <b>OF \$</b> <u>15.00</u> </td> <td style="width:33%;"> <b>FIRST INSTALLMENT IS DUE</b>  <u>9-9-68</u> </td> <td style="width:33%;"> <b>OTHER INSTALLMENTS ARE DUE</b>  <b>ON THE SAME DAY OF EACH</b>  <b>SUCCEEDING MONTH</b> </td> </tr> <tr> <td colspan="3" style="text-align: right;"> <b>FINAL INSTALLMENT IS DUE</b>  <u>2-9-70</u> </td> </tr> </table>	<b>PAYABLE IN</b> <u>18</u> <b>MONTHLY INSTALLMENTS</b> <b>OF \$</b> <u>15.00</u>	<b>FIRST INSTALLMENT IS DUE</b> <u>9-9-68</u>	<b>OTHER INSTALLMENTS ARE DUE</b> <b>ON THE SAME DAY OF EACH</b> <b>SUCCEEDING MONTH</b>	<b>FINAL INSTALLMENT IS DUE</b> <u>2-9-70</u>		
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<b>FINAL INSTALLMENT IS DUE</b> <u>2-9-70</u>							
<b>AGREED RATE OF INTEREST:</b> Three per cent (3%) a month on that part of the unpaid principal balance not in excess of two hundred dollars (\$200), and two per cent (2%) a month on that part of the unpaid principal balance exceeding two hundred dollars (\$200) but not exceeding three hundred dollars (\$300).							
<b>THIS LOAN IS SECURED BY</b> <u>HHC'S</u>							

FOR VALUE RECEIVED, and in consideration of a loan made by the above named Lender, the undersigned jointly and severally promise to pay to the order of the Lender, at its office, the Amount of Note in consecutive monthly instalments as set forth above. The Amount of Note includes interest at the above rate, precomputed on scheduled unpaid principal balances according to the terms of this contract for the entire life of the loan.

A default in the payment of any instalment or any part of an instalment shall, at the option of the holder, its assignees or any subsequent holder, and without notice or demand, render the entire unpaid balance at once due and payable, and acceptance of payment after default shall not constitute a waiver of such default.

All parties to this note hereby severally waive presentment, demand, notice of non-payment and protest and consent 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.

In the event of default of fifteen (15) days or more in the payment of any scheduled instalment, Borrowers agree to pay a default charge in such amount as provided by the Alabama Small Loan Act. Borrowers agree if the payment date of all wholly unpaid instalments is deferred or extended one or more full months, Lender may charge and collect a deferment charge as provided by law.

Borrowers have the right to prepay this loan contract in advance, in any amount and at any time during Lender's regular business hours. In the event the unpaid balance of this contract is paid in full one month or more before the final instalment date, Borrowers shall be entitled to a refund or credit of a portion of the total charges computed in accordance with the provisions of the Alabama Small Loan Act.

Default charges and refunds on prepayment or renewal will be based on the schedule of payments as shown on this contract.

The Maker and Endorser of this Note each hereby expressly waives all rights to claim exemptions under the Constitution and Laws of the State of Alabama or any of these United States.

The undersigned acknowledge receipt of a copy of this instrument.

Details of this transaction are as follows:

Amount of Note.....	\$ <u>270.00</u>
Interest on Loan.....	\$ <u>63.60</u>
Cash Advance.....	\$ <u>206.40</u>
Interest Refund on Loan No. <u>1848</u> .....	\$ <u>NONE</u>
	Total \$ <u>206.40</u>
Less authorized disbursements:	
Note No. <u>1848</u> marked "PAID".....	\$ <u>144.00</u>
Filing, Recording and Releasing Fees.....	\$ <u>3.45</u>
Life Insurance Premium.....	\$ <u>3.04</u>
Less Refund on Canceled Policy.....	\$ <u>NONE</u> \$ <u>3.04</u>
Check Payable to.....	\$ <u>NONE</u>
Check Payable to.....	\$ <u>NONE</u>
Check Payable to.....	\$ <u>NONE</u>
Check Payable to.....	\$ <u>NONE</u> \$ <u>150.49</u>
	CASH RECEIVED \$ <u>55.91</u>

X Eddie Williams  
 Witness  
Lee O. Rugh  
 Witness  
Anna Carl White  
 Witness

X Eddie Williams (Signed)  
X Mary Williams (Signed)  
 \_\_\_\_\_ (Signed)  
 \_\_\_\_\_ (Signed)

Mutual Finance

<sup>is</sup>  
Edith Williams &  
May Williams

# 10236

Judgment by default  
on note with-waiver.

\$99.50

no atty fees