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March 22, 1972

Mrs. Eunice Blackmon
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Re: Interstate Securities Company
v. Howard B. & Bobbie J. Lord

10,307

Dear Mrs. Blackmon:

Enclosed is summons and complaint in subject cause, along with
our check in the amount of \$25.00 for advance court costs.
Please process.

Thank you.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.

INTERSTATE SECURITIES COMPANY,) IN THE CIRCUIT COURT OF
a corporation,) BALDWIN COUNTY, ALABAMA
Plaintiff) AT LAW
vs.)
HOWARD B. LORD and BOBBIE J. LORD,) CASE NO. 10,317
Defendant)

C O M P L A I N T

COUNT I.

The Plaintiff claims of the Defendant THREE THOUSAND ONE HUNDRED AND 33/100 DOLLARS (\$3100.33) due by promissory note made by them on, to-wit, the 29th day of July, 1969, and payable on, to-wit, the 6th day of March, 1971, with interest thereon from, to-wit, the 6th day of March, 1971.

And the plaintiff avers that in said promissory note and as a part of the consideration thereof, the defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff hereby claims the further sum of ONE THOUSAND THIRTY-THREE AND 44/100 DOLLARS (\$1033.44) as such attorney's fee.


DANIEL A. BENTON, Attorney for Plaintiff

OF COUNSEL:

RICKARBY & BENTON
Fairhope, Alabama

Defendant's last known address is

Route 1, Box 38
Foley, Alabama

FILED

MAR 23 1972

EUNICE B. BLACKMON CIRCUIT CLERK

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 10,307

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Howard B. Lord and Bobbie J. Lord

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 and Bobbie J. Lord, Defendant

by

Interstate Securities Company, a corporation, Plaintiff

Witness my hand this 23 day of March 1972

Ernie S. Blackmon Clerk

No. 10,307

Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Interstate Securities Company,
a corporation

Plaintiffs

vs.

Howard B. Lord and

Bobbie J. Lord

Defendants

SUMMONS and COMPLAINT

Filed 3-23, 1972

Ernie B. Blackmon, Clerk

MAR 23 1972

TAYLOR WILKINS
SHERIFF

RICKARBY & BENTON
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route 1, Box 38

Foley, Alabama

RECEIVED IN OFFICE

MAR 23 1972

, 19

TAYLOR WILKINS
SHERIFF

, Sheriff

I have executed this summons

this Mar 31, 1972

by leaving a copy with

Howard B. and Bobbie J. Lord

(F/lects)

Sheriff clerk 8-7 miles at

ten Cents per mile Total 8.40

TAYLOR WILKINS, Sheriff

BY [Signature]

Sheriff

Deputy Sheriff

Lender:

NOTE**Interstate Securities Company
of Alabama**

• P.O. Box 515
• Robertsdaie, , Alabama

Loan No. 0116-6-30432
Due Date 10th

Borrowers' Name and Address

• LORD, HOWARD B. & BOBBIE JEAN
• P.O. Box 215
• Elberta, Alabama

10,307

Date of Note	Total Amount Due on Note	Number of Monthly Payments	First Payment Due	Amount of Payments (Except Final)	Final Payment Due	Amount of Final Payment Equal in any Case to Unpaid Balance
7-29-69	\$ 3564.00	36	9-10-69	\$ 99.00	8-10-72	\$ 99.00

For Value Received. the undersigned, jointly and severally, promise to pay to the order of the Lender named above in its said office, the total amount due on the note as shown above, in the number of consecutive monthly installments as shown above, the first installment being payable in the amount and on the date shown above and the succeeding installments being payable in the amounts and on the dates as shown above, together with a final installment equal to any unpaid balance payable on the date as shown above. If this note is not paid at maturity, it shall thereafter bear interest at the highest lawful rate for written contracts.

All parties to this note, whether makers, co-makers, endorsers, sureties, or guarantors, severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice of such extension.

It is agreed and understood that if default is made in the payment of any one installment as the same shall become due and payable, the entire balance then remaining unpaid shall immediately become due and payable.

The makers and endorsers of this note agree to pay all costs of collection including a reasonable attorney's fee, whether incurred against one or more of said makers or endorsers in collecting or attempting to collect this note, and each hereby expressly waives as to this debt all of his rights to claim exemption under the Constitution and Laws of the State of Alabama or any other state in the United States.

It is understood and agreed by each person whose name is signed hereunder that he signs this note without conditions, reservations, or representation as to any other person or persons having signed the same, or that any other person or persons shall sign the same, as maker or endorser, and without any condition or reservation as to delivery, execution or otherwise.

If the Borrower refinances or prepays this Note, insurance refunds will be paid or credited to him in accordance with the terms of his insurance policies and a refund of the interest charge will be paid or credited to him in accordance with the accepted practice of calculating the same by the Rule of 78ths. The Rule of 78ths is the "sum of the digits" method, i.e., the amount of such refund shall represent at least as great a proportion of the interest charges as the sum of the periodic balances scheduled to follow the first scheduled payment after the date of prepayment, bears to the sum of all the periodic balances under the schedule of payments in the contract.

In consideration of the loan this day extended to us by the above lender, we hereby agree and authorize the said lender, its officers, agents, representatives and assigns, to communicate with us, or to 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 this day extended, and do hereby waive any right we have to claim violation of our right of privacy by reason of such communication.

[Signature]
Witness
[Signature]
Witness

Howard B. Lord (Seal)
Bobbie J. Lord (Seal)

Witness

(Seal)

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May 15, 1972

Mrs. Eunice B. Blackmon
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Re: Interstate Securities vs. Lord
Case #10,307

Dear Eunice:

The other day when I was up there getting the judgment in this thing, I forgot to stop by your office to pick up the certificate. I would appreciate very much your forwarding that certificate to me along with any unused court costs in that matter.

Yours very truly,


Daniel A. Benton

DAB:lp