

AMERICAN FINANCE SYSTEM
OF ALABAMA, INC., a
corporation,

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA,

Plaintiff

) AT LAW

vs.

WANDA R. BIGGS,

Defendant.

) CASE NO. 10,341

Plaintiff claims of the defendant the sum of \$ 742.08

for that heretofore on to-wit: 11/4/70 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 \$ 900.00
in installments of \$ 36.00 per month, including interest, commencing
on the to-wit: 12/14/70.

Plaintiff avers that defendant defaulted in payment thereunder on
to-wit: 1/14/72 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 \$ 123.68, which is
20 per cent of \$ 618.40, and plaintiff avers that same is
reasonable.

WHEREFORE, plaintiff claims of the defendant \$ 618.40
plus interest, plus attorney's fee in the amount of \$ 123.68, as
aforesaid.

FILED

APR 10 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

Defendant may be served:

110 Banyon Street
Bay Minette, Alabama

PERLOFF, REID & BRISKMAN

BY: T. Dwyer Reid
Attorney for Plaintiff

Emp: Dr. Holiday
Bay Minette, Alabama

ALABAMA FINANCE
SYSTEM OF ALABAMA INC
221 DAUPHINE ST
MOBILE ALA 36602
PHONE 433-3751

| | |
|-------------------|--------------|
| M | Secured |
| F | Wanda, Wanda |
| 380 Magnolia St. | |
| Bay Minette, Ala. | |
| ZIP | CODE: |

| | | | | | | | |
|---------------------------------------|--------------|--------------------|----------------------|--------------------|----------------------------------|--------------------|---------------------|
| TOTAL OF PAYMENTS (AMOUNT OF NOTE) | | 132.00 | | 750.00 | | 35.32 | |
| LOAN NUMBER | DATE OF LOAN | NO. OF PAYMENTS | DUE DATE OF PAYMENTS | | AMOUNT OF PAYMENTS | | |
| 7268 | 11/4/70 | 25 | FIRST: 12/14/70 | FINAL: 12/14/72 | OTHER: SAME DAY EACH MONTH | FIRST: \$ 36.00 | OTHERS: \$ 36.00 |

NOTE AND SECURITY AGREEMENT

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 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 8% 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 (5c) 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 Borrower(s), the Borrower(s) do hereby convey, mortgage, and grant a security interest in, to the Secured Party, its successors and assigns, the goods and chattels hereinafter described; provided however, if the Borrower(s) pay said loan or loans according to the terms thereof, and the holder hereof is under no commitment to make future advances, then this Agreement shall be void, and said security interest shall terminate.
- Borrower(s) covenant that they exclusively own and possess said personal property and that there is no lien, claim, encumbrance or conditional purchase title against said personal property or any part thereof.
- Borrower(s) may possess said collateral until default in making payment of any installment on said note or as hereinafter provided.
- At any time when default shall occur in the payment of the debt according to the terms of the note secured hereby, then the entire amount due shall become due and payable at the option of the Secured Party, without notice or demand, and Secured Party may take immediate possession of the collateral with or without judicial process, may require the Borrower(s) to assemble the collateral and make it available to Secured Party at a designated place and may exercise all of the rights and remedies given a Secured Party under the Uniform Commercial Code as enacted in this State in addition to the rights and remedies contained herein.
- Secured Party may then sell, lease or otherwise dispose of the collateral in a commercially reasonable manner at public or private proceedings after giving reasonable notification of the time, place and manner of disposition to Borrower(s) and, except in the case of consumer goods, to any other person who has a security interest in the collateral and who has filed a financing statement.

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

DESCRIPTION OF SECURITY

(MARK APPROPRIATE BOXES)

- A. This Loan is secured by a Security Agreement bearing the above Date of Loan covering the collateral described below (Lines 1 through 5):
- ☒ All of the household consumer goods of every kind now owned or hereafter acquired by Borrower(s) in replacement of said consumer goods (and proceeds) now or hereafter located in or about the residence of the Borrower(s) above set forth.
 - ☒ Additional household consumer goods (and replacement and proceeds thereof) as described on Schedule A, attached hereto.
 - ☐ Certain Motor Vehicle(s), complete with all attachments and equipment (and proceeds) now located at the residence of the Borrower(s) as set forth above.

| | MAKE | SERIAL NO. | BODY STYLE | MODEL | YEAR | Other Identification |
|---|------|------------|------------|-------|------|----------------------|
| 1 | NONE | | | | | |
| 2 | | | | | | |

4. ☐ The above described motor vehicle(s) are used or bought primarily for personal, family or household purposes.
5. ☐ Other Collateral (Describe): NONE

B. If no collateral is described in "A" above, no Security Agreement is taken.

C. Other Security: # Wage Assignment(s); # Co-Maker(s); Insurance as indicated above.

D. This Loan is secured by real property which (IS) (IS NOT) the principal residence of the obligor(s) at: NONE

E. The Security Agreement, if any, secures future and other indebtedness and covers after-acquired property.

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

Lender/Secured Party Named Above

By: [Signature]

Authorized Agent/Witness

Witness: [Signature]

ALA - PRECOMP. (L/L)

NOTE AND SECURITY AGREEMENT

10/1/70

Borrower: Wanda R. Bigon (Seal)

Borrower: [Signature] (Seal)

Borrower: [Signature] (Seal)

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 10,341

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Wanda R. Biggs

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.....

Wanda R. Biggs

Defendant.....

by

American Finance System of Alabama, Inc. a Corp.

Plaintiff.....

witness my hand this 10th day of April 1972

Ernest L. Blackburn Clerk

No. 10,341

Page.....

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

AMERICAN FINANCE SYSTEM OF ALABAMA

INC, A CORP.

Plaintiffs

VS.

WANDA R. BIGGS

Defendants

SUMMONS AND COMPLAINT

Filed April 10, 1972

Eunice B. Blackmon Clerk

FILED

APR 10 1972

EUNICE B. BLACKMON CIRCUIT CLERK

APR 11 1972

Perloff, Reid & Briskman

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

APR 11 1972

Received In Office
TAYLOR WILKINS

19.....

Sheriff

I have executed this summons

this April 15 1972

by leaving a copy with

Wanda R. Biggs

Sheriff's Office

Don Cent. per mile Total \$
TAYLOR WILKINS, Sheriff

BY DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. A. Tolbert Deputy Sheriff

44005

Law Offices of
PERLOFF, REID & BRISKMAN
257 ST. ANTHONY STREET
MOBILE, ALABAMA 36603

MAYER W. PERLOFF
T. DWIGHT REID
DONALD M. BRISKMAN

March 28, 1973

AREA CODE 205
TELEPHONE 433.5412

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

Re: #10341-American Finance System
vs. Wanda R. Biggs

Gentlemen:

Please non-suit the above captioned matter on motion of the plaintiff and send me your bill of costs.

Very truly yours,


T. DWIGHT REID

TDR/sjm

cc: Hon. Herbert P. Feibelman, Jr.

AMERICAN FINANCE SYSTEM OF
ALABAMA, INC., a corporation,

Plaintiff

vs.

WANDA R. BIGGS,

Defendant

§

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

§

AT LAW

§

§

CASE NO. 10, 341.

ANSWER

Comes now Defendant in the above entitled case and says as follows:

Plea One. Not guilty.

Plea Two. For that the allegations are untrue.

FEIBELMAN & SILVER
Attorneys for Defendant

By: 

OF COUNSEL

Defendant respectfully demands a trial by jury.


Herbert P. Feibelman, Jr.

FILED

APR 24 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 22nd
day of April, 19 72, served a
copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same
by United States mail, properly addressed and
first class postage prepaid.

