

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No.

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Katie Lee Thomas
.....
..... Route 2 - Box 207-B
..... Daphne, Alabama
.....
.....

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... Katie Lee
Thomas

..... Defendant.....

by Mutual Finance & Thrift Corporation of Mobile
.....

..... Plaintiff.....

Witness my hand this... 26 ... day of ... April ... 19... 72

Ernie B. Blackmon, Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Mutual Finance & Thrift Corpora-
tion of Mobile

Plaintiffs

vs.

Katie Lee Thomas

Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

APR 26 1972 Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

APR 26 1972

TA.....S

Fred F. Smith, Jr.
302 DeLaMare - Fairhope, Ala.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Route 2 Box 207-B
Daphne, Alabama

Received In Office

26 April 1972
Taylor Wilkins Sheriff

I have executed this summons

this 5/2 1972

by leaving a copy with

Katie Lee Thomas

Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS Sheriff

BY Johnson
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Donald Johnson Deputy Sheriff

Serve in Belforest

MUTUAL FINANCE & THRIFT
CORPORATION OF MOBILE,

Plaintiff

vs

KATIE LEE THOMAS,

Defendant

*

IN THE CIRCUIT COURT OF

*

BALDWIN COUNTY, ALABAMA

*

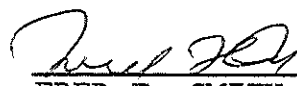
AT LAW

*

*

Case No. 10,365

COUNT I. The plaintiff claims of the defendant
THREE HUNDRED EIGHTY-THREE & 24/100 DOLLARS (\$383.24) due
by promissory note made to wit: March 12, 1971, and payable
in twenty-four (24) monthly installments of \$17.42 per month
beginning April 12, 1971. The plaintiff avers that said
defendant defaulted in her installment payments and by the
terms of the said note and the acceleration provided therein
the full sum is due and unpaid. The plaintiff is a licensee
under the Alabama Small Loan Act.



FRED F. SMITH, JR.
Attorney for Plaintiff

SERVE DEFENDANT AT:

Route 2 Box 207-B
Daphne, Alabama

FILED

APR 26 1972

EUNICE B. BLACKMON
CIRCUIT
CLERK

NOTE AND STATEMENT OF ACCOUNT

LOAN NUMBER 50622-0

BORROWERS (NAMES AND RESIDENCE ADDRESS)

Thomas, Katie Lee.
Rt 2 Box 2076 Daphne Al.
36526

LENDER (NAME AND ADDRESS)

MUTUAL FINANCE & THRIFT
CORPORATION OF MOBILE
58 North Royal Street
Mobile, Alabama 36602

CASH ADVANCE

AMOUNT OF NOTE

\$ 300⁰⁰ \$ 418⁰⁸ - Four hundred eighteen + ⁰⁸/₁₀₀ DOLLARS

DATE OF THIS NOTE	PAYABLE IN	FIRST INSTALMENT IS DUE	OTHER INSTALMENTS ARE DUE	FINAL INSTALMENT IS DUE
3/12/71	24 MONTHLY INSTALMENTS OF \$ <u>17⁸²</u>	4/12/71	ON THE SAME DAY OF EACH SUCCEEDING MONTH	2/12/73

AGREED RATE OF INTEREST: 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).

THIS LOAN IS SECURED BY

H/H G S

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>418⁰⁸</u>
Interest on Loan.....	\$ <u>118⁰⁸</u>
Cash Advance.....	\$ <u>300⁰⁰</u>
Interest Refund on Loan No.....	\$ <u>None</u>
Total.....	\$ <u>502⁰⁰</u>

Less authorized disbursements:

Note No..... marked "PAID".....	\$ <u>None</u>
Filing, Recording and Releasing Fees.....	\$ <u>None</u>
Life Insurance Premium.....	\$ <u>6.27</u>
Less Refund on Canceled Policy.....	\$ <u>None</u>
Check Payable to <u>Mrs. Katie Lee Thomas</u>	\$ <u>262.98</u>
Check Payable to.....	\$ <u>30.75</u>
Check Payable to.....	\$ <u>None</u>
Check Payable to.....	\$ <u>None</u>

CASH RECEIVED \$ None

John Reid
Witness
J. Mitchell
Witness

x Katie Lee Thomas (Signed)

(Signed)

(Signed)

(Signed)

