

E. G. RICKARBY  
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TELEPHONE  
(205) 928-2308

LAW OFFICES  
**RICKARBY & BENTON**  
ATTORNEYS AT LAW  
316 MAGNOLIA AVENUE  
P. O. BOX 471  
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH  
EARLE REALTY BUILDING  
HIGHWAY 98  
TELEPHONE  
(205) 626-2608

June 19, 1972

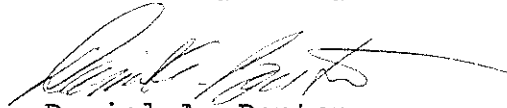
Mrs. Eunice Blackmon  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Re: Merit Credit Corporation  
v. Benford K. Cruik

Dear Mrs. Blackmon:

Please take the enclosed letter along with the promissory note which is included with this letter to the Judge for his action.

Yours very truly,

  
Daniel A. Benton

DAB:w  
Enc.

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June 19, 1972


Honorable Telfair J. Mashburn  
Judge of the Circuit Court  
Bay Minette, Alabama 36507

Re: Merit Credit Corporation  
v. Benford K. Cruitt

Dear Judge Mashburn:

We request judgment by default in the above styled matter for \$782.50, which is broken down as follows: \$680.45 due by promissory note and \$102.05 as an attorney's fee. This attorney's fee constitutes 15% of the amount due under the note and I do not feel it is excessive, since it is not a poverty case. We also request that costs be taxed to the defendant.

Respectfully submitted,

  
Daniel A. Benton

DAB:w  
Enc.

NAME AND ADDRESS OF PAYEE/PAYOR (Secured Party)  
MERIT CREDIT CORP. INC. OF ALA.  
3758 Airport Blvd.  
Mobile, Alabama 36608

COMBINED NEGOTIABLE NOTE, SECURITY AGREEMENT  
AND STATEMENT OF LOAN

DATE LOAN MADE 8/20/71	NAME & ADDRESS CRUITT, BENFORD X 39 351 Azalea Rd. Mobile, Alabama Mobile	AGE 39	SPOUSE Marion	DUE DATE 20th	ACCOUNT NO. 210-1927
FIRST PAYMENT DATE 9/20/71	ZIP CODE 36608	PHONE 344-2252		PAYMENT SCHEDULE NO. 25	AMOUNT \$ 31.00
NET AMT. DUE ON PRIOR LOAN \$ 558.81	NET PROCEEDS TO BORROWER \$ 17.82	CREDIT LIFE INS. PREM. \$ 16.12	CREDIT A & H INS. PREM. \$ 35.75	TOTAL PREM. FOR LIFE/A&H \$ 54.87	PROPERTY INS. PREM. \$ -0-
OFFICIAL FEES \$ -0-	TOTAL CASH ADVANCE \$ 631.50	INTEREST OR DISCOUNT \$ 78.94	% FEE \$ 64.56	% FEE \$ -0-	TOTAL CHARGES \$ 143.50
					FACE AMOUNT OF NOTE \$ 775.00

NEGOTIABLE  
NOTE

1. For value received on the above indicated due date, I or we, the undersigned, jointly and severally promise to pay to the above-named payee, or order at its office above stated, the aforesaid Face Amount of this 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.

2. 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 mortgagee) 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.

3. The parties of this note, whether borrower, co-maker or co-makers, 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 of principal and interest and fees and further waive all rights of exemption, both as to personal property and homestead, under the laws of Alabama or any other state.

4. 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.

THIS NOTE IS SECURED BY A SECURITY AGREEMENT ON HOUSEHOLD GOODS ☐ AUTOMOBILE ☐

SECURITY AGREEMENT (Chattel Mortgage)

THIS SECURITY AGREEMENT SECURES FUTURE ADVANCES AS PROVIDED BELOW

KNOW ALL MEN BY THESE PRESENTS: That the Mortgagors named above, for themselves and their heirs, executors, administrators and assigns, to secure the payment of the Face Amount of Note stated above, do bargain, sell and convey and hereby have sold and conveyed to the Mortgagee named above, its successors and assigns, sometimes called Mortgagee and sometimes Lender, the goods and chattels hereinafter described, all of which Mortgagors warrant to be their exclusive unencumbered property, and, in addition, all other goods, chattels, and personal property, furniture and household goods hereafter to be acquired by the Mortgagors or either of them and kept and used in or about their premises or co-mingled with or substituted for any furniture, household goods, motor vehicle, parts or accessories herein mortgaged.

It is further agreed that this mortgage shall secure any note or notes executed and delivered to Mortgagee by Mortgagors at any time before the entire debt secured hereby shall be paid in full evidencing either a future loan by Mortgagee or a renewal of an unpaid balance of the above described note, or both such future loan and refinancing, but not exceeding in the aggregate at any one time an unpaid face amount of \$2000.

TO HAVE AND TO HOLD the same unto the said Mortgagee forever.

The Mortgagors covenant to insure said property for its insurable value at the cost and expense of the Mortgagors against loss by fire, theft, collision or conversion, with loss, if any, payable to the holder as its interest may appear, and should the Mortgagors fail to procure such insurance, then the Mortgagee may, at its election, procure such insurance for its benefit, at the cost of the Mortgagors, but the holder shall not be obligated to do so, and the cost thereof shall be secured hereby.

The holder hereof is authorized to make settlement of any claim for any loss which may be incurred under any insurance policy issued hereunder, and to receive and collect any monies which may become due and payable under the same and apply the proceeds thereof to the payment of the indebtedness secured hereby; and the holder is hereby further authorized to execute in the name and as attorney-in-fact for the Mortgagors such instruments as may be necessary in connection with the filing of claims, proofs of loss, release or any other instrument necessary to collect, settle or adjust any such claim, without liability to the Mortgagors for any alleged inadequacy of the settlement and adjustment.

Acceptance by the Mortgagee of any installment or payment after default shall not be deemed a waiver of such default nor shall the acceptance of such payment by the Mortgagee constitute a waiver of any subsequent default or of the Mortgagee's rights hereunder. It is further agreed that this instrument contains the entire agreement between the parties hereto.

Upon condition, however, that if the Mortgagors pay said indebtedness and shall do and perform all of the acts herein agreed to be done, this conveyance shall be void; otherwise to remain in force and effect; but if the Mortgagors shall fail to pay said indebtedness or any installment thereof, (time being of the essence), or in the event the Mortgagors shall transfer possession of said property, sell or remove same from said county or state, or attempt to do so, without the written consent of the Mortgagee, or in the event the Mortgagors shall fail or refuse to exhibit said property at any reasonable time upon request of the Mortgagee, or should the Mortgagors violate or fail to comply with any provision herein contained, or should the Mortgagors be adjudicated a bankrupt or file a debtor's petition under the Bankruptcy Act or should any circumstances arise by reason of which the Mortgagee shall deem itself insecure; then, in any one of said events, the Mortgagee may, at its election, and without notice to the Mortgagors declare the entire indebtedness hereby secured due and payable; and the Mortgagee shall have the right, without notice to or demand upon the Mortgagors, to take possession of said property, and to this end the Mortgagors agree that the Mortgagee, its agents or assigns, may enter the premises of the Mortgagors or any premises over which they have control, with or without process of law; and the Mortgagors do hereby exonerate the Mortgagee and agree to hold it harmless for all damages in connection therewith; and the Mortgagee shall have the right to sell said property at public or private sale, as it sees fit, with or without having said property at the place of said sale, and, if sold at private sale the Mortgagee need not give any notice of said sale, but, if sold at public sale, the Mortgagee shall give at least ten days notice of the time, place and terms of said sale by publication one time in some newspaper published in said County and State; the Mortgagors further agree that said sale, whether public or private, may be held at such place as Mortgagee sees fit to hold same and that the Mortgagee may become the purchaser of said property; and the Mortgagors further agree that the proceeds of said sale shall be applied first to the payment of the expense of such sale, including the expense in the taking possession of said property, court costs, bond premiums, attorney's fees, storage and wrecker charges; second, to the payment of the balance due on the indebtedness hereby secured; third, the balance, if any, shall be paid to the Mortgagors; and if the proceeds should not be sufficient to pay in full the balance due on said indebtedness, when applied as aforesaid, then, in that event, the Mortgagors promise to pay in full to the Mortgagee the amount of such deficiency upon demand by the Mortgagee.

That the Mortgagors covenant to keep the property herein described in first-class condition at all times at the expense of the Mortgagors and not to part with the possession of the property or remove it from the County aforesaid, nor to sublet the property, nor allow it to be used as a rental property; that the Mortgagors shall exhibit said property to the Mortgagee on demand, and will not use or permit the same to be used for or in connection with the storage, transportation, sale, barter, or gift of intoxicating liquor or other substance in violation of any law, State, Federal or municipal.

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 with any person, firm, corporation, or governmental agency, either by telephone or by any other known means of communication, for any purpose it might deem necessary in connection with the making or collection of this loan, and we do hereby waive any claim or action, or cause of action, we might have against the lender for the violation of our right of privacy by reason of such communication and release and discharge the lender therefrom.

That all of the terms and conditions of this mortgage shall apply to and be binding upon said Mortgagors, and the personal representatives, successors and assigns of the Mortgagors, and shall inure to the benefit of said Mortgagee and the personal representatives, successors and assigns of the said Mortgagee.

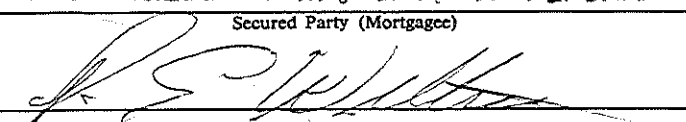
DESCRIPTION OF COLLATERAL: All of the household goods, furniture and personal property of every kind, nature and description now located at the Debtor's address set out above, including but not limited to the following:

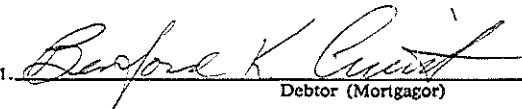
ALL CONSUMER GOODS INCLUDING: two single bed spring and mattress, one dresser one studio couch, one occasional chair, one GE table TV, one elc. refrigerator by Frigidaire, one clothes dryer, one lawn mower, and one XXXXXXXXXXXXXXXXXXXXXXXXXX

MAKE OF AUTO Ford	YEAR 1961	BODY VAN	MOTOR NUMBER	SERIAL NUMBER 105H154686
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Executed and delivered by the debtor's on the above stated "Date Loan Made."

MERIT CREDIT CORP. INC. OF ALABAMA  
Secured Party (Mortgagee)

By 

1.  Debtor (Mortgagor) (SEAL)

2. \_\_\_\_\_ Debtor (Mortgagor) (SEAL)

3. \_\_\_\_\_ Debtor (Mortgagor) (SEAL)

MERIT CREDIT CORPORATION, INC.,  
OF ALABAMA, a corporation,

Plaintiff

vs.

BENFORD K. CRUIT,

Defendant

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. 10,367

)

)

C O M P L A I N T

The Plaintiff claims of the Defendant SIX HUNDRED EIGHTY AND 45/100 DOLLARS (\$680.45) due by promissory note made by him on, to-wit, the 20th day of August, 1971, and payable on, to-wit, the 20th day of January, 1972.

And the Plaintiff avers that in said note and as a part of the consideration thereof, the defendant has expressly waived his rights to claim personal property as exempt to him under the constitution and laws of the State of Alabama or any other state.

And the Plaintiff avers that in said note and as a part of the consideration thereof, the defendant has agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff hereby claims the further sum of ONE HUNDRED TWO AND 05/100 DOLLARS (\$102.05) as such attorney's fees.

  
DANIEL A. BENTON, Attorney for Plaintiff

OF COUNSEL:

RICKARBY & BENTON  
Fairhope, Alabama

**FILED**

APR 27 1972

Defendant may be served at  
his residence at

EUNICE B. BLACKMON CIRCUIT  
CLERK

4 Lancers Lane  
Spanish Fort, Alabama

SUMMONS AND COMPLAINT

Baldwin Times

THE 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 BENFORD K. CRUIT

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 BENFORD K. CRUIT

\_\_\_\_\_, Defendant

by \_\_\_\_\_

MERIT CREDIT CORPORATION, INC., OF ALABAMA, a corporation, Plaintiff

Witness my hand this

27

day of

April

19 72

Ernie B. Blackman, Clerk

Warr's 4272 L NF  
No. 10,367 Page *in bill Co.*

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

MERIT CREDIT CORPORATION, INC.,

OF ALABAMA, a corporation  
Plaintiffs  
vs.

BENFORD K. CRUTT *35-X*  
*Mobile Co.*  
Defendants

SUMMONS and COMPLAINT

FILED

Filed APR 27 1972, 19

EUNICE B. BLACKMON CIRCUIT CLERK

APR 27 1972 *1st st right 2nd on right*

RICKARBY & BENTON  
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

1162 ATHEY ROAD on  
1ST NAT. BANK Bldg.  
*Defendant lives at*  
~~4 Tabers Lane~~ *mobile, Al.*  
~~Spanish Fort, Alabama~~

RECEIVED IN OFFICE

APR 27 1972

Sheriff  
I have executed this summons  
this, 19

by leaving a copy with

*Benford K. Crutt*

EXECUTED 1972  
This 5 day of May  
by serving a copy of the within on  
RAY D. BRIDGES, Sheriff  
BY *[Signature]* D.S.

Sheriff claims miles at  
Ten Cents per mile Total \$  
TAYLOR WILKINS, Sheriff  
BY *[Signature]* DEPUTY SHERIFF  
Sheriff  
Deputy Sheriff

E. G. RICKARBY  
DANIEL A. BENTON  
TELEPHONE  
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DAPHNE BRANCH  
EARLE REALTY BUILDING  
HIGHWAY 98  
TELEPHONE  
(205) 626-2608

April 26, 1972

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

Re: Merit Credit Corporation  
v. Benford K. Cruik

Dear Mrs. Blackmon:

Enclosed are suit papers in the above-styled cause along with  
our check in the amount of \$25.00 as advance court costs.  
Please process.

Yours very truly,

  
Daniel A. Benton

DAB:w  
Enc.  
cc-Merit Credit Corporation

10,367

Bay Minette, Ala.,

19

To the Sheriff of

County,

Alabama

I enclose herewith

Please serve and return as early as possible.

Sheriff, Baldwin County, Alabama

(If not found in your county, please advise promptly giving information as to present location if possible)