| | | |
|---|---|---|
| PUBLIC FINANCE CORPORATION, a corporation, | ) | IN THE CIRCUIT COURT OF |
| | ) | BALDWIN COUNTY, ALABAMA, |
| Plaintiff | ) | AT LAW |
| vs. | ) | |
| JERRY ANDERSON and MARY R. ANDERSON, jointly and severally, | ) | |
| Defendant. | ) | CASE NO. 10,431 |

Plaintiff claims of the defendants the sum of $248.24 for that heretofore on to-wit: 10-23-70 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 they agreed to pay Public Finance Corporation the sum of $420.21 in installments of $ 17.42 per month, including interest, commencing on the to-wit: 12-1-70.

Plaintiff avers that defendant defaulted in payment thereunder on to-wit: 2-1-72 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 $xxxxxxxxxxx, which is xxxxxxx percent of $xxxxxxxxxxxxxxxx, and plaintiff avers that same is reasonable~~

WHEREFORE, plaintiff claims of the defendant $ 248.24 plus interest, ~~plus attorney's fee in the amount of $xxxxxxxxxxxxxxxx, as aforesaid~~

FILED

JUN 1 1972

EUNICE B. BLACKMON CIRCUIT

PERLOFF, REID & BRISKMAN

BY: T. Dwight Reid
Attorney for Plaintiff

Defendant may be served:
656 Fairhope Avenue
Fairhope, Alabama

Emp: Fairhope Police Department
Fairhope, Alabama

PERLOFF, REID & BRISKMAN
ATTORNEYS AT LAW
257 ST. ANTHONY STREET
MOBILE, ALABAMA 36603

LENDER-PAYEE

# NOTE — LOAN STATEMENT

PUBLIC FINANCE CORPORATION
52 St. Emanuel Street   Mobile, Alabama 36602   Phone: 438-5674

| LOAN NO. | DATE OF THIS LOAN | FIRST PAYMENT DUE | OTHERS DUE SAME DAY EACH MONTH |
|---|---|---|---|
| 4796 | 10-23-70 | 12-1-70 | 1st. |

| TOTAL OF PAYMENTS PAYABLE IN | AMOUNT OF PAYMENTS: FIRST PAYMENT | AMOUNT OF PAYMENTS: OTHERS — EACH | DATE OF MATURITY |
|---|---|---|---|
| 24 MONTHLY PAYMENTS | $ 19.55 | $ 17.42 | 11-1-72 |
| | EXCEPT FINAL PAYMENT SHALL BE UNPAID PRINCIPAL AND INTEREST | | FINAL PAYMENT DUE |

1. TOTAL OF PAYMENTS (If paid according to schedule) $ 420.21
2. FINANCE CHARGE: (If paid according to schedule) $ 118.08 8.13
3. ANNUAL PERCENTAGE RATE 34.14 %
4. AMOUNT FINANCED (Cash Advance) (Item 1 minus 2) $ 300.00
5. DISBURSEMENTS:

INSURANCE—OPTIONAL WITH BORROWER
A. CREDIT LIFE $ 4.50

B. LOAN NO. 4618 (Old Balance less refunds) $ 274.97
C. FILING & RECORDING $ -0-
D. PAYMENTS TO OTHERS:
$ -0-
$ -0-
$ -0-
$ -0-

TOTAL DISBURSEMENTS (Sum of A, B, C & D) $ 279.47

6. CASH DIFFERENCE TO BORROWER (Item 4 minus 5) $ 20.53

BORROWER(S) — Name(s) and Address(es)
JERRY ANDERSONXXXX AND MARY R. ANDERSON
LOT 54 WINTER HAVEN TRAILER CT.
FAIRHOPE, ALA.

NOTICE-INSURANCE AUTHORIZATION-READ BEFORE SIGNING
(1) Insurance is not required in order to obtain this loan. (2) The cost of insurance is indicated in Item 5, above. (3) Only the Borrower whose name first appears above will be insured. The undersigned hereby acknowledges that he has read the above prior to the execution of any note or other instrument evidencing the within loan and further acknowledges that he desires the insurance coverage indicated in Item 5 and authorizes the creditor to obtain the same on his behalf.

Jerry Anderson
X Mary R. Anderson
(Borrower)   (Date) ..., 19....

DESCRIPTION AND IDENTIFICATION OF SECURITY INTEREST: This loan and any extension or renewal thereof or future advance is secured by a security agreement dated 12-2-68 on the following described property: (Check proper box) ☐ Automobile — Make ____ Yr. ____ Model ____ ☒ Consumer Goods including but not limited to household goods, furniture, appliances and personal property of all kinds and description and all additions, replacements and accessories thereto which are hereafter acquired by borrowers.

DEFAULT AND EXTENSION: Every payment shall be applied first to interest to date of actual payment and remainder to principal. If the principal amount or any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the monthly rates stated below.

## NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of Payee named above at its above office the principal amount of the loan (Item 4, Amount Financed), being the principal amount of this note, together with interest at the rate of 3% per month on that part of the unpaid principal balance not in excess of $200 and 2% per month on that part of the unpaid principal balance in excess of $200 but not exceeding $300.

[illegible] and interest shall be made as indicated, in consecutive monthly installments beginning on the due date for the first payment and continuing on the same day of each succeeding month to and including due date for the final payment all as stated in above captioned and numbered boxes and items.

[illegible] be applied first to interest to date of actual payment, and remainder to principal. If the principal amount of this note or any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the monthly rates herein above stated provided that on any balance remaining six months after date of maturity stated above interest shall thereafter be at the rate of 8% per annum.

Payment is permitted to be made in advance in any amount on this loan at any time.

Default in making any payment shall, at the option of the holder hereof and without notice or demand, render the unpaid balance of the principal hereof and accrued interest thereon at once due and payable.

Extension of the time of payment of all or any part of the amount owing hereon or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor, or surety hereof, it being the intent of all parties to this note that they shall continue jointly or severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties and all parties hereto severally waive all rights of homestead exemption, personal exemption, and all other rights of exemption under the Constitution and laws of Alabama or any other state.

**Borrower acknowledges receipt of the cash difference (Item 6 above) and authorizes the disbursements stated above. Borrower further acknowledges that he received a fully completed copy of the above NOTE—LOAN STATEMENT.**

Witnesses: Jerry Anderson   Signed: X Mary R. Anderson

[illegible] X Jerry Anderson

Carolyn Wilkins

FORM 1456-ALA. 7-69   ORIGINAL

**SUMMONS AND COMPLAINT**

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 10,431

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Jerry Anderson and Mary R. Anderson, 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 Jerry Anderson & Mary R. Anderson, jointly & severally, Defendant

by Public Finance Corporation, a corporation, Plaintiff

witness my hand this 1st day of June 1972

Eunice B. Blackmon, Clerk

No. 10,431 Page..........

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

PUBLIC FINANCE CORPORATION, A CORP.

Plaintiffs

VS.

JERRY ANDERSON & MARY R. ANDERSON, jointly & severally

Defendants

SUMMONS AND COMPLAINT

Filed June 1st 1972

Eunice B. Blackmon Clerk

FILED

JUN 1 1972

EUNICE B. BLACKMON CIRCUIT CLERK

JUN 2 1972

TAYL...

Perloff, Reid & Briskman

Plaintiff's Attorney

..........

Defendant's Attorney

Defendant lives at

..........

Received In Office

JUN 2 1972 19......

TAYLOR WILKINS Sheriff

I have executed this summons

this 3 June 1972

by leaving a copy with

Jerry Anderson 6-3-72

Mary R. Anderson 6-3-72

Sheriff claims 140 miles at Ten Cents per mile Total $ 14.00

TAYLOR WILKINS, Sheriff

BY W. Crook
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. Crook Deputy Sheriff

PERLOFF, REID & BRISKMAN
ATTORNEYS AT LAW
257 ST. ANTHONY STREET
MOBILE, ALABAMA 36603

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

AREA CODE 205
TELEPHONE 433-5412

July 13, 1972

Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Public Finance Corporation vs. Jerry Anderson and
Mary R. Anderson #10,431
Gulf Clarklift Incorporated vs. Magnolia Mill &
Manufacturing Company, Inc. #10,351

Gentlemen:

Please enter a judgment by default in the above captioned cases since more than 30 days have elapsed since you notified us that these defendants were served. There is attached to the original bill of complaint in Case #10,431, a photostatic copy of the promissory note executed by these defendants. In case #10,351, a copy of the itemized, verified statement of account was attached to the original bill of complaint.

I would appreciate your advising me as to the date the judgment is acutally signed so that we can note our records accordingly. Thank you very much for your kind attention to this matter.

Very truly yours,

Mayer W. Perloff

MAYER W. PERLOFF

MWP/wm