

INTERSTATE SECURITIES COMPANY, INC., ) IN THE CIRCUIT COURT OF  
a corporation,

Plaintiff

) BALDWIN COUNTY, ALABAMA

vs.

) AT LAW

JOHNNIE LEE MASON,

)

CASE NO. 10,476

Defendant

)

)

C O M P L A I N T

COUNT I

The plaintiff claims of the defendant ONE THOUSAND THREE HUNDRED FORTY-NINE AND 50/100 DOLLARS (\$1,349.50) due by promissory note made by him on, to-wit, the 2nd day of April, 1971, and payable on, to-wit, the 3rd day of April, 1972.

And the plaintiff avers that in said note and as a part of the consideration thereof that the defendant expressly waived his right 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 TWO HUNDRED TWO AND 42/100 DOLLARS (\$202.42) as such attorney's fee.



DANIEL A. BENTON, Attorney for Plaintiff

**FILED**

OF COUNSEL:

RICKARBY & BENTON  
Fairhope, Alabama

1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

Defendant may be served at  
Post Office Box 735  
Daphne, Alabama

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 .....JOHNNIE LEE MASON.....

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.....

.....JOHNNIE LEE MASON....., Defendant.....

by INTERSTATE SECURITIES COMPANY, INC., a corporation,.....

.....Plaintiff.....

Witness my hand this 5 day of July 1972

Eunice B. Blackmon Clerk

No. 10,476 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES  
COMPANY, INC.,  
a corporation

Plaintiffs

vs.

JOHNNIE LEE MASON  
Defendants

SUMMONS AND COMPLAINT

FILED

Filed ..... 19.....

JUL 5 1972

Clerk

EUNICE B. BLACKMON  
CIRCUIT CLERK

RICHARBY & BENTON  
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Post Office Box 735  
Daphne, Alabama

Received In Office

RECEIVED

19.....

JUL 16 1972

Sheriff

I have executed this summons

SHERIFF

this 7/14 19 72

by leaving a copy with

*Johnnie Lee Mason*

*Taylor Wilkins*  
Sheriff

*Donald P Johnson* Deputy Sheriff

Serve in Daphne

E. G. RICKARBY  
DANIEL A. BENTON  
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 30, 1972

10,476

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

Re: Interstate Securities,  
v. Johnnie Lee Mason

Dear Mrs. Blackmon:

Enclosed is summons and complaint in the above-styled matter,  
along with check for advance court costs. Please process.

Thank you.

Yours very truly,

  
Daniel A. Benton

DAB:w  
Enc.

E. G. RICKARBY  
DANIEL A. BENTON  
TELEPHONE  
(205) 928-2308

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HIGHWAY 98  
TELEPHONE  
(205) 626-2608

September 27, 1972

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

Re: Interstate Securities  
v. Johnnie Lee Mason  
Case No. 10,476, at Law

Dear Mrs. Blackmon:

Please take the enclosed letter along with the promissory note  
and the proper file, etc., to the Judge for his action.

Yours very truly,

  
Daniel A. Benton

DAB:w  
Enc.

E. G. RICKARBY  
DANIEL A. BENTON  
TELEPHONE  
(205) 928-2508

LAW OFFICES  
**RICKARBY & BENTON**  
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FAIRHOPE, ALABAMA 36532

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

September 27, 1972


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

Re: Interstate Securities Company, Inc.  
v. Johnnie Lee Mason  
Case No. 10,476, at Law

Dear Judge Mashburn:

We request judgment by default in the above styled matter for \$1485.45 plus costs of court. This constitutes a principal balance of \$1349.50 plus \$134.95 attorney's fee, which is 10% of the principal amount. Personal service was obtained on July 14, 1972, and this request is submitted on the original complaint and promissory note which is herewith enclosed.

Respectfully submitted,

  
Daniel A. Benton

DAB:w  
Enc.

LENDER - PAYEE  
INTERSTATE SECURITIES COMPANY  
P.O. Box 515  
Robertsdale, Alabama

NOTE - LOAN STATEMENT

LOAN NO.	DATE OF THIS LOAN	FIRST PAYMENT DUE	OTHERS DUE SAME DAY EACH MONTH
0116-6-31104	4-2-71	5-5-71	5th
TOTAL OF PAYMENTS PAYABLE IN	AMOUNT OF PAYMENTS		DATE OF MATURITY
36	FIRST PAYMENT \$ 45.00	OTHERS - EACH \$ 45.00	4-5-71
MONTHLY PAYMENTS	EXCEPT FINAL PAYMENT SHALL BE BALANCE REMAINING UNPAID		FINAL PAYMENT DUE

BORROWER(S) -  
Name(s) and  
Address(es)  
JOHNNIE LEE MASON  
P.O. Box 735  
Daphne, Alabama

**NOTICE - INSURANCE AUTHORIZATION - READ BEFORE SIGNING**  
(1) Credit Insurance is not required in order to obtain this loan. (2) The cost of insurance is indicated in item 5, above. (3) The Borrower may choose the person through whom the property and automobile insurance is to be obtained. (4) 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.

*Johnny Lee Mason* 4/2/71, 19 71  
(Borrower) (Date)

1. TOTAL OF PAYMENTS \$ 1620.00  
2. FINANCE CHARGE:  
INTEREST \$ 226.64  
FEE \$ 212.55 \$ 439.19  
3. ANNUAL PERCENTAGE RATE 21.75 %  
4. AMOUNT FINANCED \$ 1180.81  
(Item 1 minus 2)

5. DISBURSEMENTS:  
INSURANCE  
A. CREDIT LIFE \$ 48.60  
B. ACCIDENT & HEALTH \$  
C. PROPERTY \$ 48.60  
D. AUTO \$  
E. Total (Sum of A, B, C & D) \$ 97.20  
TERM OF INSURANCE COVERAGES:  
A for 36 Mos. B for Mos.  
C for 36 Mos. D for Mos.

F. LOAN NO. 6-31104  
(Old Balance less refunds) \$ 1079.06  
G. FILING & RECORDING \$ 4.55  
H. OTHER: \$  
ck. to cust. \$ -0-

TOTAL DISBURSEMENTS (Sum of E, F, G, H & I) \$ 1180.81

6. CASH DIFFERENCE TO BORROWER \$ -0-  
(Item 4 minus 5)

DESCRIPTION AND IDENTIFICATION OF SECURITY INTEREST: This loan and any extension or renewal thereof or future advance is secured by a security agreement dated 4-2-71 on the following described property: (Check proper box) ☐ Automobile ☒ 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.

PREPAYMENT: Refund of unearned interest in the event of prepayment is computed by the sum of the digits method (Rule of 78ths). Fee will be refunded in accordance with Rule of 78ths provided contract is prepaid or renewed within 6 1/2 months after date of this contract.

DEFAULT CHARGE: 5% of the full payment due when any part thereof is in default for 5 days or more.

NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the payee named above at the above office and subject to the terms hereof, the face amount of note (Item 1, Total Payments), in consecutive monthly payments beginning on the due date for the first payment and continuing on the same day of each succeeding month thereafter until fully paid all as indicated and stated above in the captioned and numbered boxes and items.

The face amount of note includes the principal amount of the loan (Item 4, Amount Financed) and the original finance charge for the loan (Item 2, Finance Charge) computed on the principal amount for the full term of the loan.

Default in the payment of any installment may be discussed with any present or future employer, and shall, at the option of the holder hereof and without notice or demand, render the unpaid balance at once due and payable, subject, however, upon prepayment in full, to any required rebate of charge. Payment in advance is permitted to be made on this loan in any amount at any time.

The undersigned jointly and severally agree to pay all costs including attorney's fees expended in any court action in the enforcement of the terms of any instrument evidencing or securing this loan.

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

In the event of default in the payment of any payment on this note for a period of not less than five (5) days, the undersigned agree to pay a default charge in the amount of five percent (5%) of such payments; provided only one such default charge may be collected on any one such payment regardless of the period of default.

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 notice of acceptance, presentment for payment, demand, protest, and notice of demand, non-payment, and protest of this note and disclaiming any relief from valuation and appraisal laws.

Borrower authorizes the disbursements stated above and acknowledges that he received a fully completed copy of the above Note-Loan Statement.

WITNESSES:

SIGNED:

1  
2  
3

(Husband or Wife)