

INTERSTATE SECURITIES COMPANY, INC.,) IN THE CIRCUIT COURT OF
A CORPORATION,

Plaintiff

) BALDWIN COUNTY, ALABAMA

) AT LAW

vs.

BOYCHER FORE,

) CASE NO. 11,498

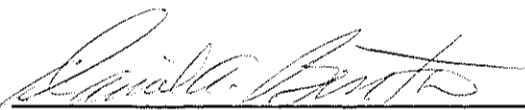
Defendant

)

C O M P L A I N T

COUNT I.

The plaintiff claims of the defendant ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$175.00) due by promissory note made by the defendant and Fairhope Finance Company, which note was subsequently assigned to plaintiff, which sum of money with interest thereon is still due and unpaid. Plaintiff avers defendant defaulted under the terms of said note on, to-wit, the 4th day of March, 1972. Plaintiff avers that in said note and as a part of the consideration therefor, the defendant waived all right to any exemption under the constitution and laws of the State of Alabama.



DANIEL A. BENTON, Attorney for Plaintiff

FILED

JUL 17 1972

EUNICE B. BLACKMON CIRCUIT CLERK

OF COUNSEL:

RICKARBY & BENTON
Fairhope, Alabama

This Instrument Was
Prepared By
ANIEL A. BENTON
Attorney At Law
Box 471
Fairhope, Ala. 36532

Defendant may be served at

Route 2, Box 200
Fairhope, Alabama

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 10,498

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonBOYCHER FORE.....

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.....

.....BOYCHER FORE..... Defendant.....

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

.....Plaintiff.....

Witness my hand this 17 day of July 1972

Eunice B. Blackmer Clerk

No. 10,498

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES COMPANY,

INC., a corporation

Plaintiffs

vs.

BOYCHER FORE

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED

Clerk

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EUNICE B. BLACKMON CIRCUIT CLERK

RICKARBY & BENTON
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route 2, Box 200

Fairhope, Alabama

RECEIVED Received in Office

19.....

Sheriff

I have executed this summons

this 7/22 1972

by leaving a copy with

Boycher Fore

58 Sheriff

Don Cards per mile Total 3.12

TAYLOR WILKINS, Sheriff

Taylor Wilkins Sheriff

Donald P. Johnson Deputy Sheriff

Serve in Belforest

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

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

August 8, 1972

*Do Not
Get
Being Settled*


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

Re: Interstate Securities Company, Inc.
v. Boycher Fore, Case No. 10,498, at Law

Dear Mrs. Blackmon:

This is to advise that a tentative settlement has been reached in the above-styled matter and I, therefore, request that you set this case aside and do not let it go up on the docket for trial until further notice from me in the event Mr. Fore does not sustain his payment schedule as agreed. In such event, I will advise and the case can go on up for trial.

Yours very truly,


Daniel A. Benton

DAB:w
cc-Interstate Securities Company

Blind to Mrs. Blackmon: Please send me a note or something advising what the court costs are to date in this matter.

D.A.B.

NOTE AND MORTGAGE

LOAN NO. 3851

Account No. _____

Date 10/4/71

For value received, I/we jointly and severally promise to pay to the order of

FAIRHOPE FINANCE COMPANY**390 Fairhope Avenue, Fairhope, Alabama**the sum of Two Hundred Seventy + 70/100DOLLARS \$ 270.00

Total of payments

in 6

Each 15 days

Each 30 days

installments of \$ 45.00

1st Installment

Due 11/4/71Maturity Date 4/419 72

The makers, co-makers, endorsers, sureties, or guarantors of this note severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and expressly waive as to this debt all rights to claim exemptions under the constitution and laws of the State of Alabama or any other state in the United States; and they agree that the time of payment may be extended without notice to them or such extension.

DEFAULT CHARGE on payments past due 15 days or more shall be 3% of the late payment.

Interest on this note shall accrue from the due date of the final installment hereunder to 6 months thereafter at the same rate as the original loan but only at the rate of 8% per annum after the final installment becomes six months delinquent.

In the event of default in the payment of any scheduled installment, the Licensee may, at its option, render the entire unpaid principal balance of the amount of loan and accrued interest thereon at once due and payable.

We are over the age of 21 years, and for the purpose of securing said indebtedness, the undersigned, severally and jointly, grants, bargains, sells and conveys to the said payee, the following personal property:

NONEBrychan Lane

Name of Borrower

Amount of Advance

\$ 244.26

FINANCE CHARGES

\$ 25.74

Insurance Cost

\$ 1.01

ANNUAL PERCENTAGE RATE

35 %

Filing

\$ 0Phyllis

Name of Person Making Loan

Life Insurance
not required to
make this loanBrychan Lane

Signature

Date

Witness our hands and seals this date

x Brychan Lane

I acknowledge receipt of disclosure copy

(Seal)

Address of Borrower

By _____

(Seal)

STATE OF ALABAMA, _____ COUNTY.

I, _____, a Notary Public

in and for said County in said State, hereby certify that _____

whose name _____

signed to the foregoing mortgage, and who _____

known to me, acknowledged before me on this day that, being informed of

the contents of this mortgage, _____

executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this _____ day of _____, 19 _____.

REBATE FOR PREPAYMENT IN FULL SHALL BE MADE ACCORDING TO THE RULE OF 78'S.

For value received pay to order of
BALDWIN COUNTY BANK
or order with full recourse. Cal. 270⁰⁰
FAIRHOPE FINANCE CO.

[Signature]

FOR VALUE RECEIVED
PAY TO THE ORDER OF
FAIRHOPE FINANCE COMPANY

Baldwin County Bank

By *[Signature]*
its

FOR VALUE RECEIVED
PAY TO THE ORDER OF
INTERSTATE SECURITIES CO.

Fairhope Finance Company

By *[Signature]*
Its President

EUNICE B. BLACKMON
CLERK
CIRCUIT

DEC 13 1972

FILED

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

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

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

December 12, 1972

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

Re: Interstate Securities Company
v. Boycher Fore
Case No. 10,498, at Law

Dear Judge Mashburn:

We request judgment by default in the above-styled matter for \$155.00, which is due by promissory note, plus costs in said suit.

Respectfully submitted,


Daniel A. Benton

DAB:w
cc-Mrs. Eunice Blackmon
Clerk of the Circuit Court

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DANIEL A. BENTON
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