

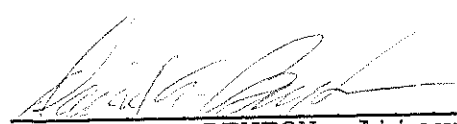
INTERSTATE SECURITIES COMPANY, INC.) IN THE CIRCUIT COURT OF
a corporation,)
Plaintiff) BALDWIN COUNTY, ALABAMA
) AT LAW
VS.)
))
ELSLEY A. AUTRY,) CASE NO. 10,512
Defendant)

C O M P L A I N T

COUNT I.

The plaintiff claims of the defendant FIVE HUNDRED TWELVE AND NO/100 DOLLARS (\$512.00) due by promissory note made by him on, to-wit, the 4th day of January, 1972, and due on the 15th day of March, 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 agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff hereby claims the further sum of SEVENTY-SIX AND 80/100 DOLLARS (\$76.80) as such attorney's fee.


DANIEL A. BENTON, Attorney for Plaintiff

FILED

JUL 21 1972

EUNICE B. BLACKMON CIRCUIT CLERK

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

St.
Defendant's address is
Route 2, Box 274-B
Daphne, Alabama

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 10,512

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ELSLEY A. AUTRY

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

ELSLEY A. AUTRY Defendant

by

INTERSTATE SECURITIES COMPANY, INC., a corporation, Plaintiff

Witness my hand this 31 day of July 1922

James B. Black Clerk

I

B-18

N^o 10,512

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES COMPANY,
INC., a corporation

Plaintiffs

vs.

ELSLEY A. AUTRY

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED

Clerk

JUL 31 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

RICHARBY & BENTON
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route 2, Box 274-B
Daphne, Alabama

RECEIVED
Returned to Office

JUL 31 1972

19.....

TAYLOR WILKINS

Sheriff

I have executed this summons

this 1, August 1972

by leaving a copy with

Elsley A. Autry

Sheriff claims 5.4 miles at

Ten Cents per mile Total \$ 5.40

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

Taylor Wilkins Sheriff

Donald P. Johnson Deputy Sheriff

Serve in Daphne

LENDER-SECURED PARTY
INTERSTATE SECURITIES CO INC.
P.O. BOX 458
FAIRHOPE, ALABAMA

NOTE-DISCLOSURE STATEMENT-SECURITY AGREEMENT

LOAN NO.	DATE OF THIS LOAN	FIRST PAYMENT DUE	OTHERS DUE SAME DAY EACH MONTH
0122-4-00248	1-4-72	1-15-72	15
TOTAL OF PAYMENTS PAYABLE IN	AMOUNT OF PAYMENTS		DATE OF MATURITY
24	FIRST PAYMENT \$ 22.00	OTHERS-EACH \$ 22.00	12-15-73
MONTHLY PAYMENTS	EXCEPT FINAL PAYMENT SHALL BE BALANCE REMAINING UNPAID		FINAL PAYMENT DUE

DEBTOR(S)
Name(s) and
Address(es)
AUTRY, ELSLEY A. & ATLESLIA
Rt 2 Box 274-B
DAPHN, 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 Debtor 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 Lender to obtain the same on his behalf.

(Debtor)

(Date)

NOTE

- FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the above named Lender and/or Secured Party at its office at the above address, and subject to the terms hereof, the amount of note as stated in Item 1 above (Total of Payments), in consecutive monthly payments beginning on the due date for the first payment and on the same day of each succeeding month thereafter until fully paid all as indicated and stated in the above captioned and numbered boxes and items. Payment is permitted to be made in advance in any amount on this loan at any time.
- Said Total of Payments includes an add-on Finance Charge computed on the Principal Amount of the Loan as stated in Item 4 above (Amount Financed) for the full term of the loan contract in accordance with the Maximum Finance Charge set forth next below.
- MAXIMUM FINANCE CHARGE: If said Amount Financed does not exceed \$2,000.00, the maximum finance charge is \$15.00 per \$100.00 per annum on that part of said Amount Financed not in excess of \$500.00 and \$10.00 per \$100.00 per annum on that part of said Amount Financed in excess of \$500.00 but not in excess of \$1,000.00, and \$8.00 per \$100.00 per annum on that part of said Amount Financed in excess of \$1,000.00 but not in excess of \$2,000.00. If said Amount Financed exceeds \$2,000.00, the maximum finance charge is \$8.00 per \$100.00 per annum.
- DELINQUENCY CHARGE: If any installment is not paid within ten (10) days after its scheduled due date, the undersigned agree to pay a delinquency charge of 5% of the unpaid amount of the installment in default or fifty cents (\$.50) on each such installment in default, whichever is greater; provided only one such delinquency charge may be collected on any one such installment regardless of the period of default.
- DEFERRAL CHARGE: The parties hereto agree that before or after default, a deferral of all or part of any installment may be made by the lender, and that the lender may make and collect a charge not exceeding the ANNUAL PERCENTAGE RATE stated herein applied to the amount or amounts deferred for the period of deferral.
- REBATE FOR PREPAYMENT IN FULL: For prepayment in full of the unpaid balance hereof prior to maturity, the Debtor shall receive a refund or credit of the original Finance Charge in that proportion which the sum of the monthly balances scheduled to become due after the date of prepayment bears to the sum of the monthly balances originally scheduled under the loan contract (Rule of 78); if the rebate otherwise required is less than \$1.00 no rebate will be made; except when any debt is renewed or refinanced within a period of 90 days from the date such debt is made or incurred, the Debtor shall be entitled to a pro-rata refund or credit of that unearned portion of the original finance charge computed as of the date of such refinancing or renewal. After any deferral charge is incurred, the Lender also shall refund to Debtor the unearned portion of the deferral charge applicable on a pro-rata basis to the unexpired full months of the deferral period.
- DEFAULT: In the event of default in the observance of the terms of this note, time being of essence, or default in any term or condition of any other obligation, agreement or indebtedness owing to the holder (or Secured Party) 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, any such default, shall at the option of the holder make the entire unpaid balance hereof at once due and payable. The holder hereof may waive one or more such defaults without losing at any time the option to accelerate maturity upon any subsequent default. The makers, endorsers and sureties hereto waive demand, presentment for payment, protest and notice of non-payment and consent that the holder hereof shall have the right, without notice, to deal in any way, at any time, with any party hereto, including the granting of extensions of time of payment and release of any security, without in any way affecting the personal liability of any party hereto, and declare that this note is executed with reference to and upon the credit of their separate estates and with intent to bind the same with payment hereof until paid in full. After maturity, any unpaid balance shall bear interest at the lawful rate.
- ATTORNEY FEES: If the amount financed is in excess of \$300.00, the Lender may charge and collect reasonable attorney's fees not exceeding fifteen percent (15%) of the unpaid debt if Debtor is in default and this note is referred to an attorney, not a salaried employee of Lender, for the purpose of initiating legal action thereon and enforcing collection thereof. The Lender also may recover reasonable expenses incurred in realizing on any security interest in collateral taken as security for this note.
- CONSTRUCTION: The construction, validity, and effect hereof shall be governed by the Laws of Alabama.

SECURITY AGREEMENT

To secure payment of the aforesaid obligation, all future advances made by Secured Party for taxes, levies, and insurance on said collateral, and all other money heretofore or hereafter advanced by Secured Party to or for the account of the Debtor. Debtor, whether one or more, hereby grants to above named Secured Party a security interest in the following described property:

Year Model	N or U	Trade Name	Body Type	Identification No.	No. Cyls.
			NOTE		

AND 2 chairs, 1 Red lr Suite, 2 lamps, 1 Glass top table, 4 chairs, 1 table, 1 Westinghouse refr
1 gas stove, 1 ringer wash mech, 2 3pc bedrom suite

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together with all replacements and substitutions thereof, and all improvements, betterments and accessions thereto, and all other equipment, parts, accessories, and attachments, now or hereafter installed in, attached to or used in connection with said property and all other consumer goods of a similar kind hereafter acquired by Debtor, as well as all other consumer goods acquired by Debtor. Proceeds of collateral are also covered; however, such shall not be construed to mean that the Secured Party consents to any sale of such collateral.

DEBTOR(S) UNDERSTAND AND AGREE THAT ALL OF THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF ARE A PART OF THE SECURITY AGREEMENT HEREOF AS IF FULLY SET FORTH AT THIS POINT.

Debtor(s) authorizes the disbursements stated above and acknowledges that he received a fully completed copy of the above Note-Disclosure Statement-Security Agreement. Debtor(s) understand and agree if no security is set out and described in the Security Agreement form, then they are only bound by the provisions of the note herein.

CAUTION - - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

INTERSTATE SECURITIES CO INC.

By [Signature]
(Agent of Lender-Secured Party)

[Signature] Debtor
[Signature] Co-Debtor (Wife's Signature)

ORIGINAL

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

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

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

July 26, 1972

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

Re: Interstate Securities Company
v. Elsley A. Autry

Dear Mrs. Blackmon:

Enclosed is summons and complaint in the above styled matter along with a check in the amount of \$35.00 for advance court costs. Please process.

Thank you.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.

INTERSTATE SECURITIES COMPANY,)
INC., a corporation,

Plaintiff,

VS.

ELSLEY A. AUTRY,

Defendant.

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA
) AT LAW
) CASE NO. 10,512
)

ANSWER

Comes now the Defendant in the above styled cause and files
the following Answer to the Plaintiff's Complaint:

1.

Not guilty.

WILTERS & BRANTLEY

BY: J M Brantley
Attorneys for Defendant

The Defendant demands a trial by jury.

WILTERS & BRANTLEY

BY: J M Brantley
Attorneys for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 22 day of Aug
1972 served a copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same by United States
Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANTLEY

By: J M Brantley

FILED

AUG 28 1972

EUNICE B. BLACKMON CIRCUIT
CLERK