

STANDARD COLLECTION SERVICE,
a corporation, as Assignee of
SAN DIEGO NAVY FEDERAL CREDIT
UNION,

Plaintiff

vs.

GERALD DUGGER,

Defendant

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA
) AT LAW

)
) CASE NO. 10,638
)
)

C O M P L A I N T

The plaintiff claims of the defendant TWO HUNDRED TEN AND 98/100 DOLLARS (\$210.98) due by promissory note made by him on, to-wit, the 12th day of December, 1969, and payable on, to-wit, the 10th day of April, 1970.

And the plaintiff avers that in said promissory 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 TWENTY-ONE AND NO/100 DOLLARS (\$21.00) as such attorney's fee.


DANIEL A. BENTON, Attorney for Plaintiff

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

Please serve the defendant at
his place of employment, which
is Southport Seafoods at Gulf
Shores, Alabama.

FILED
OCT 6 1972
EUNICE B. BLACKMON
CIRCUIT CLERK

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 GERALD DUGGER

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.....

GERALD DUGGER

..... Defendant.....

by STANDARD COLLECTION SERVICE, a corporation, as Assignee of
SAN DIEGO NAVY FEDERAL CREDIT UNION Plaintiff.....

Witness my hand this..... 6th day of Oct 19 42

Eunice B. Blackburn, Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

STANDARD COLLECTION SERVICE,
a corporation, as Assignee of
SAN DIEGO NAVY FEDERAL CREDIT
UNION

Plaintiffs

vs.

GERALD DUGGER

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

OCT 6 1972

Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

RICKARBY & BENTON
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant ~~lives at~~ works at
Southport Seafoods Company
Gulf Shores, Alabama

RECEIVED
Received in Office

OCT 9 1972 19.....

TAYLOR WILKINS Sheriff

I have executed this summons

this 14 Oct 1972

by leaving a copy with

Gerald Dugger

Sheriff claims 10.0 miles at

Ten Cents per mile Total \$ 1.00

TAYLOR WILKINS, Sheriff

BY Taylor Wilkins

Taylor Wilkins Sheriff

Carol L. Smith Deputy Sheriff

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 36552

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: Standard Collection Service as Assignee
of San Diego Navy Federal Credit Union
v. Gerald Dugger
Case No. 10,638, at Law

Dear Judge Mashburn:

We request judgment by default in the above-styled matter for
\$181.98, which 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

ASSIGNMENT

We do hereby assign and transfer to STANDARD COLLECTION SERVICE
GENERAL CITY COLLECTIONS, INC.
Suite 202, 121 Broadway, San Diego, California, that certain claim
against GERALD DUGGER

amounting to \$, and do hereby authorize said assignee to
bring action or suit thereon in his own name and to do any and
all things necessary to enforce collection of said claim.

It is agreed that you are to retain, as compensation for costs
and expenses, all amounts collected in addition to the principal
amount of said claim.

No charge is to be made for any expense or cost resulting from
said lawsuit on any provable account.

It is agreed that you shall retain 50% of the principal amount
collected as your commission.

Dated 14 SEPTEMBER 1972

San Diego Navy Federal Credit Union
Individual Center Name
San Diego, Cal. 92133

Gerald Dugger
Signature

Please state if a Corporation or Partnership

FILED

DEC 13 1972

EUNICE B. BLACKMON
CIRCUIT
CLERK

PROMISSORY
NOTE

TRUTH IN LENDING-
FULL DISCLOSURE

INSTRUCTIONS TO MEMBER:

- DO NOT ALTER THIS PROMISSORY NOTE. Notify us if any change is necessary.
- VERIFY BELOW - Name and address - Amount Financed - Payment Schedule.
- COMPLETE SIGNATURES WHERE INDICATED BELOW
- HAVE EACH SIGNATURE BELOW WITNESSED

FILED

DEC 13 1972

EUNICE B. BLACKMON **CIRCUIT**
CLERK

① DATE OF LOAN 12-12-69		② MEMBER'S NAME AND ADDRESS DUGGER, GERALD SA 335-35 50 ACU 1, US NAD SAN DIEGO, CALIF. 92155									
③ ACCOUNT NO. C.D. 92026 4											
④ NOTE NO. 931303	⑤ LOAN SUFFIX 101	⑥ PROCEEDS \$ 200.00	⑦ AMOUNT FINANCED \$ 200.00	⑧ TYPE 32	⑨ DAYS 50	⑩ PAYMENT 17.77	⑪ COLL. 00	⑫ UNPAID BALANCE AND INTEREST REFINANCED \$.00	⑬ CASH ADVANCED \$ 200.00		
⑭ TOTAL OF NEW NOTE 200.00		⑮ INTEREST RATE 1% PER MONTH on that part of unpaid Principal Balance		⑯ NO. OF MONTHLY PAYMENTS 12		⑰ MONTHLY PAYMENT \$ 17.77 Including Principal & Interest		⑱ FINANCE CHARGE \$ 13.24 When Paid According to Schedule		⑲ TOTAL OF PAYMENTS \$ 213.24	
⑳ ANNUAL PERCENTAGE RATE 12		㉑ PAYMENTS WILL BE MADE BY <input type="checkbox"/> CASH <input checked="" type="checkbox"/> MILITARY ALLOT <input type="checkbox"/> PAYROLL DEDUCTION		㉒ DATE OF FIRST PAYMENT 1-12-70		㉓ MEMBER PLEDGE OF SHARES Monthly Payment due same day each month thereafter		㉔ CO-SIGNER PLEDGE OF SHARES \$ 25.00		㉕	

IF MONTHLY PAYMENTS ARE RECEIVED AT OTHER THAN 30 DAY INTERVALS, THE LAST PAYMENT WILL BE MORE OR LESS THAN MONTHLY PAYMENT SHOWN IN BLOCK 12.

SAN DIEGO NAVY FEDERAL CREDIT UNION WARRANTS THAT IT:

- Makes no charges and collects no fees, other than interest, for extending credit; has no penalty charge for prepayment of loans.
- Pays premiums for the borrower's credit life insurance at no cost to the member.
- Does not charge a fee for credit investigations, or collect official fees for filing or recording the credit instrument.
- Does not charge advance interest, as interest is charged daily on the unpaid balance of loans.
- Pays the total amount of the loan to the member and has no financial ties with, or right of recourse against the seller of the property which a member purchases and finances with S.D.N.F.C.U.

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the payee named above, at its office above designated, the actual amount of the loan stated at (5) above, such amount being the principal amount of this note, together with interest at the agreed aggregate rate stated at (10) above from the date hereof, set forth at (1) until fully paid. Payment of principal and interest shall be made in consecutive installments in the manner indicated at (11), (12) above, beginning on the date set forth at (17) above and continuing thereafter as specified in (17) above to and including the final payment. The last payment in any event shall be equal to the unpaid principal and accrued interest.

Any payment made hereon shall be applied first to interest computed on the basis of the number of days elapsed to the date of such payment, and the remainder to principal. Interest, computed at the rate set forth at (10) above, shall be paid on delinquent principal.

In case of any default in payments as herein agreed, the entire balance of this note shall become immediately due and payable on demand. We hereby pledge all paid shares, payments on shares or deposits and earnings on shares or deposits, which we now have or hereafter may have in this credit union as security for this loan and other loans, interest, fines or late charges, costs, or expenses made to or incurred by the undersigned, and we hereby authorize the credit union to apply any or all such paid shares, payments on shares, or deposits, to the payment of said loans, interest, fines or late charges, costs or expenses, including reasonable attorney's fees.

The undersigned, jointly and severally, promise to pay all fines or late charges imposed, in accordance with the Bylaws of this credit union, for failure to comply with the terms of this note, together with all costs or expenses incurred in the collection of any sums due and in addition if the holder hereof, after default, shall place this note in the hands of an attorney for collection, to pay reasonable attorney's fees.

All or any part of the principal sum of this note may be paid in advance at any time with interest as above to the date of such payment.

This note is secured by a pledge of shares in the credit union as stated at (18) above and by a security agreement, if applicable.

The undersigned hereby expressly waives all rights provided by the Statutes of Limitations and agrees that any action may be maintained against him for collection for any unpaid amounts due after maturity, notwithstanding the provision of the Statute of Limitations which provides a defense or bar to such action.

Having verified its correctness I acknowledge receipt of a copy of this Statement / Note. I request that 2.23 be placed in my shares each month.

SIGNATURE(S) OF CREDITOR(S)

SIGNATURE(S) OF BORROWER(S)

DATE OF CERTIFICATION

CERTIFICATE OF COMPLIANCE

I certify that the Standards of Fairness set forth in Department of Defense Directive 1344.9, Enclosure (see reverse) have been applied to the consumer credit transaction to which this form refers. I further certify that this Credit Union has complied with the full disclosure requirements of the Truth-in-Lending Act and Regulation Z or the applicable state law or regulation, and that the statement above is a true copy of the general and specific disclosures provided the obligor as required by law.

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

December 12, 1972

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

Re: Standard Collection Service as Assignee
of San Diego Navy Federal Credit Union
v. Gerald Dugger
Case No. 10,638, at Law

Dear Judge Mashburn:

We request judgment by default in the above-styled matter for \$181.98, which 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

E. G. RICKARBY
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(205) 928-2508

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

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

October 3, 1972

10,638

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

Re: Standard Collection Service,
a corporation, as Assignee of
San Diego Navy Federal Credit Union
v. Gerald Dugger

Dear Mrs. Blackmon:

Enclosed are summons and complaint in the above-styled matter along with a check for \$11.00, which is advance court costs in this matter. Please process.

Thank you.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.

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

January 9, 1973

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

Re: Standard Collection v.
Gerald Dugger
Case No. 10,638, at Law

Dear Mrs. Blackmon:

Please do not issue execution in this matter, as the defendant
is paying at this time to me.

Yours very truly,


Daniel A. Benton

DAB:w

07/01 1301V 13+ 1191

THIS DIVIDEND WILL BE REPORTED TO THE INTERNAL REVENUE SERVICE AS INTEREST INCOME FOR THE CALENDAR YEAR ENDING PER STATEMENT DATE ABOVE.

20 1191* 699 12368*

san diego navy federal credit union

04-20 04SWJ 04- 00 962 IN 15607- 00

04-20 16649PJJ

00 00+ 962 *CLOSED*

san diego navy federal credit union

No 143544

San Diego Navy Federal

DUGGER GERALD
816 NO JUNIPER ST
FOLEY

SAN DIEGO NAVY FEDERAL
BLDG. 30 U.S. F.C. 2
SAN DIEGO, CALIF. 92133

PLEASE RETAIN THIS STATEMENT. IT IS A PERMANENT RECORD OF ALL DEBIT AND CREDIT TO YOUR ACCOUNT. IF YOU DISCOVER ANY ERROR, NOTIFY THE SUPERVISORY COMMITTEE AND FURNISH THE NECESSARY INFORMATION TO EFFECT CORRECTION. NO REFERENCE IS MADE TO THIS STATEMENT WITHIN 30 DAYS. THIS STATEMENT WILL BE CONSIDERED CORRECT.

ALL PAYMENTS, REQUESTS FOR WITHDRAWALS AND LOANS AND OTHER ORDINARY BUSINESS MUST BE SENT TO SAN DIEGO NAVY FEDERAL CREDIT UNION, BLDG. 30, U.S. F.C. 2, SAN DIEGO, CALIF. 92133.

ACCOUNT NO. 92026

DUGGER GERALD

816 NO JUNIPER ST
FOLEY AL 36335

DATE	TRANSACTION AMOUNT CODE	PAYMENTS OR WITHDRAWALS	SHARE BALANCE	INTEREST FEES OR LATE CHG.	PRINCIPAL OF NEW LOAN	DATE	DATE
			502*				
02/04	223PDP	223+	725				
02/04	1777POL			153 IN	1422-		
03/05	223PDP	223+	945				
03/05	1777POL			171 IN	1400-		
04/03	223PDP	223+	955				
04/04	223PDP	223+	1178				
04/04	1777POL			173 IN	1404-		

THIS DIVIDEND WILL BE REPORTED TO THE INTERNAL REVENUE SERVICE AS INTEREST INCOME FOR THE CALENDAR YEAR ENDING PER STATEMENT DATE ABOVE.

27 178* 699 153

san diego navy federal credit union

STATEMENT OF ACCOUNT FROM SEP-01-1970 DEC-31-1970

SAN DIEGO NAVY FEDERAL CREDIT UNION

PLEASE RETAIN THIS STATEMENT. IT IS A PERMANENT RECORD OF ALL DEBIT AND CREDIT TO YOUR ACCOUNT. IF YOU DISCOVER ANY ERROR, NOTIFY THE SUPERVISORY COMMITTEE AND FURNISH THE NECESSARY INFORMATION TO EFFECT CORRECTION. NO REFERENCE IS MADE TO THIS STATEMENT WITHIN 30 DAYS. THIS STATEMENT WILL BE CONSIDERED CORRECT.

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DUGGER GERALD

816 NO JUNIPER ST
FOLEY AL 36335

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27 178* 699 153

san diego navy federal credit union

san diego navy federal credit union