

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

Plaintiff

) BALDWIN COUNTY, ALABAMA

vs.

) AT LAW

ROBERT C. SUMMERLIN and ANNIE R.
SUMMERLIN,

) CASE NO. 10,655

Defendants

C O M P L A I N T

COUNT I

The plaintiff claims of the defendants the sum of EIGHT HUNDRED NINETY-ONE AND 70/100 DOLLARS (\$891.70) due by promissory note made by them on, to-wit, the 11th day of December, 1970, and payable on, to-wit, the 15th day of April, 1972.

And the plaintiff avers that in said note and as a part of the consideration thereof, the defendants have expressly waived their rights to claim personal property as exempt to them under the constitution and laws of the State of Alabama or any other state, and in further consideration thereof the defendants agreed to pay a reasonable attorney's fee for the collection thereof and the plaintiff hereby claims the further sum of EIGHTY-NINE DOLLARS (\$89.00) as such attorney's fee.


DANIEL A. BENTON, Attorney for Plaintiff

Defendants may be served at their residence at Route 1, Box 177, Loxley, Alabama, or

his place of employment, which is

Standard Furniture Company
Bay Minette, Alabama

FILED

OCT 16 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. 10,455

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ROBERT C. SUMMERLIN and ANNIE R. SUMMERLIN

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.....

ROBERT C. SUMMERLIN and ANNIE R. SUMMERLIN..... Defendant.....

by

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

Witness my hand this 16th day of Oct. 1972

Ernie B. Blackmer Clerk

No. 10,653

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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES COMPANY, INC.,

a corporation

Plaintiffs

vs.

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

RICKARBY & BENTON

Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Rt. 1, Box 177, Loxley, Alabama

and he is employed at

Standard Furniture Company..

Bay Minette, Alabama

Received in Office

RECEIVED

19.....

OCT 16 1972

Sheriff

I have executed this summons

this 10-17-72 19.....

by leaving a copy with

Robert C. Summerlin
Annie R. Summerlin

57
Don Cents per Line Total 5.60

BY [Signature] Sheriff

Taylor Wilkins Sheriff

14 JB xxw Deputy Sheriff

Stahwood

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

October 12, 1972

10,655-

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

Re: Interstate Securities v.
Robert and Annie Summerlin

Dear Mrs. Blackmon:

Enclosed are suit papers on the above styled cause, which we shall appreciate your processing.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.

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

November 17, 1972

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

Re: Interstate Securities
v. Robert and Annie Summerlin
Case No. 10,655, at Law

Dear Sir:

We request judgment by default in the above-styled matter for \$980.70, which constitutes \$891.70 amount due under the promissory note and \$89.00, or 10%, attorney's fee. This matter is submitted on the complaint, original of the promissory note. Personal service was obtained on the defendants on the 17th day of October, 1972.

Respectfully submitted,


Daniel A. Benton

DAB:w

INTERSTATE SECURITIES COMPANY
P.O. Box 515
Robertsdale, Ala.

LOAN NO. 0116 6-31294	DATE OF THIS LOAN 12-11-70	FIRST PAYMENT DUE 1-20-71	OTHERS DUE SAME DAY EACH MONTH 20th
TOTAL OF PAYMENTS PAYABLE IN 36 MONTHLY PAYMENTS	AMOUNT OF PAYMENTS FIRST PAYMENT \$ 29.00 OTHERS - EACH \$ 29.00 EXCEPT FINAL PAYMENT SHALL BE BALANCE REMAINING UNPAID		DATE OF MATURITY 12-20-73 FINAL PAYMENT DUE

BORROWER(S) — SUMMERLIN, ROBERT C. & RUTH
Name(s) and Rt. 1 Box 177-B
Address(es) Loxley, 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.

Robert C. Summerlin December 11, 1970
(Borrower) (Date)

1. TOTAL OF PAYMENTS \$ 1044.00
2. FINANCE CHARGE: INTEREST \$ 136.97
FEE \$ 146.06 \$ 283.03
3. ANNUAL PERCENTAGE RATE 21.75 %
4. AMOUNT FINANCED \$ 760.97
(Item 1 minus 2)

5. DISBURSEMENTS:

INSURANCE	
A. CREDIT LIFE	\$ 31.32
B. ACCIDENT & HEALTH	\$
C. PROPERTY	\$ 31.32
D. AUTO	\$
E. Total (Sum of A, B, C & D)	\$ 62.64
TERM OF INSURANCE COVERAGES:	
A for 36 Mos.	B for Mos.
C for 36 Mos.	D for Mos.

F. LOAN NO. 3-10967
(Old Balance less refunds) \$ 578.91
G. FILING & RECORDING \$ 3.65
H. OTHER: \$
Chk. to cust. \$ 115.77
\$

TOTAL DISBURSEMENTS (Sum of E, F, G, H & I) \$ 760.97
6. CASH DIFFERENCE TO BORROWER (Item 4 minus 5) \$ 0-

DESCRIPTION AND IDENTIFICATION OF SECURITY INTEREST: This loan and any extension or renewal thereof or future advance is secured by a security agreement dated 12-11-70 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:

Francis Northcutt

SIGNED:

1. *Robert C. Summerlin*
2. *Annie R. Summerlin*
(Husband or Wife)