

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

Plaintiff

) BALDWIN COUNTY, ALABAMA

vs.

) AT LAW

JOHNNY L. STANTON,

)

Defendant

)

CASE NO. 10,652

)

C O M P L A I N T

COUNT I

The plaintiff claims of the defendant the sum of THREE HUNDRED EIGHTY-THREE AND 37/100 DOLLARS (\$383.37) due by promissory note made by him on, to-wit, the 13th day of September, 1971, and payable on, to-wit, the 2nd day of June, 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 in further 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 THIRTY-EIGHT AND 30/100 DOLLARS 9\$38.30) 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

Defendant may be served at  
his residence at

Route 2, Box 223  
Daphne, Alabama 36526

**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. ....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon .....JOHNNY L. STANTON.....

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.....

.....JOHNNY L. STANTON....., Defendant.....

by .....

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

Witness my hand this.....16<sup>th</sup>.....day of.....Oct.....1972

Ernie B. Blalock, Clerk

No. 10,657 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES COMPANY, INC.,

a corporation

Plaintiffs

vs.

JOHNNY L. STANTON

Defendants

SUMMONS AND COMPLAINT

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

FILED

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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 223

Daphne, Alabama 36526

RECEIVED  
Received Int. Office

OCT 16 1972 19.....

TAYLOR WILKINS Sheriff

SHERIFF

I have executed this summons

this 19 Oct. 1972

by leaving a copy with

Johnny L. Stanton

50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

Taylor Wilkins Sheriff

Donald P. Johnson Deputy Sheriff

Serve in Belforest

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

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

November 20, 1972

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

Re: Interstate Securities Company, Inc.  
v. Johnny L. Stanton  
Case No. 10,657, at Law

Dear Judge Mashburn:

We request judgment by default in the above-styled matter for \$421.67, which includes \$383.87 principal due by promissory note and a 10% attorney's fee of \$38.30. We further request judgment for court costs in this matter.

This case is submitted on the original complaint, original promissory note made by the defendant, and personal service was obtained on the defendant on the 19th day of October, 1972.

Respectfully submitted,

  
Daniel A. Benton

DAB:w  
Enc.

INTERSTATE FINANCE COMPANY

P.O. Box 515

Robertsdale, Ala.

LOAN NO.	DATE OF THIS LOAN	FIRST PAYMENT DUE	OTHERS DUE SAME DAY EACH MONTH
0116-5-0353	9-13-71	10-13-71	13th
TOTAL OF PAYMENTS PAYABLE IN	AMOUNT OF PAYMENTS		DATE OF MATURITY
24	FIRST PAYMENT \$ 17.42	OTHERS - EACH \$ 17.42	9-13-73
MONTHLY PAYMENTS	EXCEPT FINAL PAYMENT SHALL BE BALANCE REMAINING UNPAID		FINAL PAYMENT DUE

BORROWER(S) — STANTON, JOHNNY L.  
 Name(s) and P.O. Box 179  
 Address(es) Montrose, Ala.

## 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 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 L. Stanton 9-13, 19 71  
 (Borrower) (Date)

1. TOTAL OF PAYMENTS (If paid according to schedule) \$ 818.08  
 2. FINANCE CHARGE (If paid according to schedule) \$ 118.08  
 3. ANNUAL PERCENTAGE RATE 3 1/2 %  
 4. AMOUNT FINANCED (Item 1 minus 2) \$ 300.00  
 5. DISBURSEMENTS:

INSURANCE	
A. CREDIT LIFE	\$ <u>6.27</u>
B.	\$ _____
C.	\$ _____
D.	\$ _____
E. Total (Sum of A, B, C & D)	\$ <u>6.27</u>
TERM OF INSURANCE COVERAGES:	
A for <u>24</u> Mos.	B for _____ Mos.
C for _____ Mos.	D for _____ Mos.

- F. LOAN NO. 5-0203  
 (Old Balance less refunds) \$ 241.61  
 G. FILING & RECORDING \$ \_\_\_\_\_  
 H. OTHER:  
ck. to cust. \$ 52.12  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL DISBURSEMENTS (Sum of E, F, G & H) \$ 300.00  
 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 none 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.

DEFAULT: Every payment shall be applied first to interest to date of actual payment and remainder to principal. If the principal amount of the note or any payment is not paid when due, the unpaid principal amount shall bear interest thereafter at the monthly rates stated in the note below.

## NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of payee named above at its above office the actual amount of the loan (Item 4, Amount Financed), being the principal amount of this note, together with interest at the rate of 3% per month on any part of the unpaid principal balance of the loan not exceeding \$200, and 2% per month on any part of the unpaid principal balance exceeding \$200 but not exceeding \$300 to the date of maturity and six months thereafter, and thereafter 8% per annum on the unpaid principal balance.

Payment of principal and interest shall be made in consecutive monthly payments, beginning on the due date for the first payment and continuing on the same day of each succeeding month to and including the due date for the final payment all as indicated and stated in the numbered and captioned boxes and items above.

Every payment made hereon shall be applied first to interest to date of actual payment and remainder to principal. If the principal amount of this note or any payment is not paid when due, the unpaid principal amount shall bear interest thereafter at the monthly rates hereinabove stated.

Payment is permitted to be made in advance in any amount on this loan at any time.

Default in making any payment shall, at the option of the holder hereof and without notice or demand, render the unpaid balance of the principal hereof and accrued interest thereon at once due and payable.

All parties hereto severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this note and agree that their liability hereunder shall not be affected by any extension of the time of payment of all or any part of the amount owing hereon at any time or times. The caption hereof is part of this note.

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.

The construction, validity and effect hereof shall be governed by the Alabama Small Loan Act.

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

WITNESSES: Francis N. Nardault SIGNED: Johnny L. Stanton  
 (Husband or Wife)  
 3.

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

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

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

November 20, 1972

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

Re: Interstate Securities v. Johnny Stanton  
Case No. 10,657, at Law

Dear Mrs. Blackmon:

Please take the enclosed promissory note and letter along with  
the proper file or docket sheet to the Judge for his action.

Yours very truly,

  
Daniel A. Benton

DAB:w  
Enc.