

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

Plaintiff

) BALDWIN COUNTY, ALABAMA

vs.

) AT LAW

JOHN HENRY ANDERSON,

)

CASE NO. 10,658

Defendant

)

)

C O M P L A I N T

COUNT I

The plaintiff claims of the defendant the sum of NINETY-SIX AND 60/100 DOLLARS (\$96.60) due by promissory note made by him on, to-wit, the 7th day of December, 1971, and payable on, to-wit, the 26th day of May, 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 claims the further sum of THIRTY-THREE DOLLARS (\$33.00) as such attorney's fee.


DANIEL A. BENTON, Attorney for Plaintiff

Defendant may be served at
his place of employment,
which is

Street Department
City of Fairhope, Alabama

FILED

OCT 16 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

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

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 SummonJOHN HENRY ANDERSON.....

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.....

.....JOHN HENRY ANDERSON....., Defendant.....

by

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

Witness my hand this.....16th.....day of.....Oct.....1972.....

Ernie B. Blackmon, Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES COMPANY, INC.

a corporation

Plaintiffs

vs.

JOHN HENRY ANDERSON

Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

OCT 16 1972 Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

RICKARBY & BENTON
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant ~~xxxxx~~ is employed

Street Department
City of Fairhope, Alabama

Received In Office

RECEIVED

19.....

OCT 16 1972

Sheriff

I have accepted this summons

TAYLOR WILKINS
SHERIFF

this **10-18** 19**72**

by leaving a copy with

John Henry Anderson

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY *Johnson*

Taylor Wilkins, Sheriff

Donald P. Johnson, Deputy Sheriff

Serve in Fairhope

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 28, 1972

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

Re: Interstate Securities Company
v. John Henry Anderson
Case No. 10,658, at Law

Dear Judge Mashburn:

We request judgment by default in the above-styled matter for \$106.90 plus costs of court. The \$106.90 constitutes \$96.90 principal due under the note plus \$10.00 attorney's fee. This matter is submitted upon the original complaint and promissory note which is attached hereto, and personal service was obtained on the 19th day of October, 1972.

Respectfully submitted,


Daniel A. Benton

DAB:w
Enc.

AFFIDAVIT

STATE OF ALABAMA

COUNTY OF BALDWIN

Personally appeared before me, O.P. Thompson Jr.,
who, after being duly sworn, saith as follows: My name is
O.P. Thompson Jr. and I am the Manager
(title) of Interstate Securities Co., Inc. (company),
who is the plaintiff in the case of Interstate Securities Co. Inc.
vs. John Henry Anderson; that there has not been
a violation in this case of the Alabama Consumer Credit Act, and
that the debtor, John Henry Anderson
on the information and belief of creditor, is a resident of the
county in which this suit is filed.

O.P. Thompson Jr.
AFFIANT

Sworn to and subscribed before me
this the 15 day of September, 1972.

Joseph M. Calhoun
NOTARY PUBLIC

Comm Exp 5-12-76

LOAN NO.	DATE OF THIS LOAN	FIRST PAYMENT DUE	OTHERS DUE SAME DAY EACH MONTH
0122-4-00167	12-7-71	1-5-72	5
TOTAL OF PAYMENTS PAYABLE IN	AMOUNT OF PAYMENTS		DATE OF MATURITY
12	FIRST PAYMENT \$ 12.00	OTHERS-EACH \$ 12.00	12-5-72
MONTHLY PAYMENTS	EXCEPT FINAL PAYMENT SHALL BE BALANCE REMAINING UNPAID		FINAL PAYMENT DUE

DEBTOR(S) ANDERSON, JOHN HENRY
Name(s) and GEN DEL
Address(es) FAIRHOPE, ALABAMA

1. TOTAL OF PAYMENTS (Amount of Note) \$ 114.00

2. FINANCE CHARGE \$ 18.78

3. ANNUAL PERCENTAGE RATE 26.62 %

4. AMOUNT FINANCED (Principal Amount) \$ 125.22
(Item 1 minus 2)

5. DISBURSEMENTS:

INSURANCE	
A. CREDIT LIFE	\$ 7.11
B. ACCIDENT & HEALTH	\$ 3.17
C. PROPERTY	\$
D. AUTO	\$
E. Total (Sum of A, B, C & D)	\$ 14.61
TERM OF INSURANCE COVERAGE:	
A for 12 Mos.	B for 12 Mos.
C for Mos.	D for Mos.

F. LOAN NO. 11-00010
(Old Balance less refunds) \$ 36.00

G. FILING & RECORDING \$ -0-

H. Checks To:
Cn t. \$ 81.61
\$
\$
\$
\$

TOTAL DISBURSEMENTS (Sum of E, F, G & H) \$ 125.22

6. ACTUAL CASH TO DEBTOR (Item 4 minus 5) \$ -0-

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

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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, levys, 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.
			NONE		

AND

NONE

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, affixed 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 COMPANY
(Name of Lender-Secured Party)

By (Agent of Lender-Secured Party)

Debtor

Co-Debtor (Wife's Signature)

ORIGINAL