

MERIT FINANCE COMPANY, ) IN THE CIRCUIT COURT OF  
INC., OF ALABAMA, a )  
corporation, ) BALDWIN COUNTY, ALABAMA,  
Plaintiff ) AT LAW

vs. )  
CHESTER F. STANFORD, )  
LAURA MAE STANFORD, )  
RICHARD STANFORD, and )  
LINDA M. STANFORD, )  
Defendant. ) jointly and severally, Defendants.

CASE NO. 10,664

Plaintiff claims of the defendant<sup>s</sup> the sum of \$ 364.20

for that heretofore on to-wit: 8-25-71 the defendant for a valuable consideration, executed a written promissory note, a copy of said instrument is attached hereto and made a part hereof, wherein they agreed to pay Merit Finance Co., Inc., of Ala. the sum of \$423.25 in installments of \$ 16.93 per month, including interest, commencing on the to-wit: 9-25-71.

Plaintiff avers that defendant defaulted in payment thereunder on to-wit: 12-25-71 and pursuant to the terms of said promissory note the plaintiff herein declared the entire balance due and owing. Plaintiff further alleges that the defendant waived all right or claim of exemption under the Constitution and Laws of the State of Alabama ~~and agreed to pay reasonable attorney's fee in the event employment of an attorney was necessary for the collection, which said attorney's fee plaintiff claims in the amount of \$xxxxxxxxxxxx which is xxxxxxxx percent of \$xxxxxxxxxxxxxxxx and plaintiff avers that sum is reasonable.~~

WHEREFORE, plaintiff claims of the defendant \$ 364.20

plus interest, ~~plus attorney's fee in the amount of \$xxxxxxxxxxxxxxxx~~  
~~as follows:~~

PERLOFF, REID & BRISKMAN

BY: T. Dwight Reed  
Attorney for Plaintiff

Defendant may be served:

Chester F. Stanford and Laura Mae Stanford - Rt. 1, Box 38-B, Summerdale, Al.  
Richard Stanford and Linda M. Stanford - Rt. 1, Box 38-B, Loxley, Al.  
Plaintiff is a licensee under the Alabama Small Loan Act.

FILED

OCT 19

EUNICE B. BLACKMON

CIRCUIT CLERK

PERLOFF, REID & BRISKMAN  
ATTORNEYS AT LAW  
257 ST. ANTHONY STREET  
MOBILE, ALABAMA 36603

**CONSOLIDATED NOTE, SECURITY AGREEMENT AND STATEMENT OF LOAN**

**MORIT FINANCE CO. INC. OF ALA.**  
**1000 NORTH BRIDGES BLVD.**  
**MOBILE, ALA.**

Interest has been precomputed at the following agreed rate and is payable in equal and consecutive installments of principal and interest or charges combined:  
**AGREED RATE OF CHARGE:**  
 (A) 3% per month on that part of the unpaid principal balance not exceeding \$200 and 2% per month on any remainder of any unpaid principal balance exceeding \$200 but not exceeding \$300 (8% per annum 6 months after maturity and as provided by law in case of judgment or bankruptcy.) For purposes of computation, one month shall be that period of time from any date in a month to a corresponding date in the next month and if there is no such corresponding date, then to the next day of the next month and a day shall be considered 1/30 of a month when computation is made for a fraction of a month.  
 (B) One dollar (\$1) for each five dollars of cash advanced to the borrower, up to the amount of seventy-five dollars (\$75) provided that a period of at least fifteen (15) days is allowed for the repayment of each five dollars (\$5) of the cash advanced.

DATE LOAN MADE	DEBTOR'S NAME & ADDRESS	AGE	SPOUSE	DUE DATE	ACCOUNT NO.
08-21-59	Stansford, Chester P. 34 Lanna Way	34		08-21-59	
FIRST PAYMENT DATE				PAYMENT SCHEDULE NO. & AMOUNT	
				08 5 24.00	
COUNTY OR PARISH OF	PHONE			RATE	
Mobile, Ala.					
NET AMT DUE ON PRIOR LOAN	NET PROCEEDS TO BORROWER	CREDIT LIFE INS. PREM.	CREDIT A & H INS. PREM.	TOTAL PREM. FOR LIFE/A&H	PROPERTY INS. PREM.
OFFICIAL FEES	TOTAL CASH ADVANCE	INTEREST OR DISCOUNT		% FEE	TOTAL CHARGES

**IN CONSIDERATION** of a loan made by the Lender named above, at its above in the principal amount hereof (Total Cash Advance), the undersigned jointly and severally promise to pay to the order of said Lender, at its said office, said principal amount together with charges at the above rate until fully paid, in consecutive monthly installments as indicated above beginning on the stated First Payment Date and continuing on the same day of each succeeding month to and including the above stated Final Payment Date.  
 Payment in advance may be made hereon in any amount at any time during Lender's regular business hours. In the event this note is repaid in full (by cash, a new loan, refinancing, or otherwise) one month or more before final installment date, the amount of interest precomputed hereon shall be subject to refund as provided in Section 14-(4) (a) of the Alabama Small Loan Act of 1959.

In the event of default in the payment of any scheduled installment, the Lender may, at its option, render the entire unpaid principal balance of the amount of loan and accrued interest thereon at once due and payable. If such default continues fifteen (15) days or more, the Lender may charge and collect a default charge equal to three percent (3%) of the scheduled installment in accordance with Section 14(5) of the Alabama Small Loan Act of 1959, and the undersigned agrees to pay said default charge. If the loan is not prepaid in full but becomes partially prepaid in an amount equal to three (3) or more installments, the Lender shall reduce the balance due by the amount that would be required to be refunded for prepayment in full on the date of such partial prepayment and compute charges as payments are made thereafter in the manner prescribed in the agreed rate of charge on the remaining installments. All parties hereto severally waive demand, presentment for payment, notice of nonpayment, notice of protest of this note, and agree that their liability hereunder shall not be affected by any extensions of the time of payment or all or any part of the amount owing hereon at any time or times, and further waive all rights of exemption under the laws of this or any other state.

The Lender, its officers, agents, representatives and assigns are hereby authorized to communicate with the undersigned, or with any person, firm, corporation, or government agency, either by telephone or by any other known means of communication, for any purpose it might deem necessary in connection with the making or collection of this loan, or in connection with any security agreement which may secure said loan.

**SECURITY AGREEMENT**

**FOR VALUE RECEIVED**, the undersigned (hereinafter designated as Debtor) does hereby give and grant to the Lender named above (hereinafter designated as Secured Party), its successors and assigns a security interest in the property described below (hereinafter called Collateral) together with all property, goods and chattels of a similar nature or in similar categories which may be acquired by Debtor subsequent to the execution hereof and prior to its termination, including all increases, substitutions, replacements, additions and accretions to said Collateral. The security interest granted herein shall secure: (1) payment of the face amount of the note as stated above; (2) any and all refinancing, renewal, extensions and substitutions of said note or subsequent loan or future advance made to Debtor at the option of the Secured Party; and (3) all other liabilities of Debtor to Secured Party, direct or indirect, absolute or contingent, due or to become due, now existing or hereinafter arising.

- Debtor hereby covenants, warrants and agrees that:
- The Collateral will be kept at the address of the Debtor shown above except for its temporary removal in connection with ordinary use or unless Debtor notifies Secured Party in writing and Secured Party consents in writing in advance of its removal to another location.
  - Except for the security interest granted hereby Debtor now owns or will use the proceeds of the loans secured hereby to become the owner of the Collateral free from any adverse liens, security interests, tax, charge, assessment or encumbrance; and that Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.
  - No financing statement covering any of the Collateral herein pledged is on file in any public office, and upon request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Alabama Uniform Commercial Code in form and in wording as broad and all encompassing as is permitted by the Alabama Uniform Commercial Code and which is satisfactory to the Secured Party; and the Debtor authorizes Secured Party to have and keep the protection of such financing statement or statements for the maximum period of time permitted by law. Debtor shall pay all lawful fees for filing, recording, releasing, terminating, continuing or amending this agreement or any financing statement in all public offices wherever filing or recording is deemed by the Secured Party to be necessary or desirable.
  - Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the prior written consent of the Secured Party; and Secured Party may examine and inspect the Collateral at any time, wherever located.

At its option, Secured Party may discharge taxes, liens or other encumbrances at any time levied or placed on the Collateral, and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization.

Until default Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement.  
 Debtor shall be in default under this agreement upon the happening of any of the following events or conditions: (1) failure to pay when due any payment of the indebtedness hereby secured or failure to perform any agreement contained herein; (2) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished; (3) Debtor files a petition in bankruptcy, becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors or any proceeding is instituted by or against the Debtor alleging that Debtor is insolvent or unable to pay debts as they mature; (4) entry of a judgment against Debtor; (5) loss, theft, substantial damage, destruction, sale or encumbrance to or of all or any portion of the Collateral, or the commencement of any action against, or the making of any levy, seizure or attachment thereof or thereon; (6) death of Debtor.

Upon the occurrence of any such event of default or at any time thereafter, Secured Party may declare the entire unpaid principal balance of the indebtedness secured hereby and accrued interest thereon immediately due and payable and shall have the remedies of a Secured Party under the Alabama Uniform Commercial Code, including but not limited to the rights of peaceable repossession of the Collateral without judicial process and the rendering of said Collateral unusable without removal from the Debtor's premises. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, at least five (5) days before the event, if any, which is the subject of the notice, to the Debtor's address as it appears in the caption hereof.

No delay or failure on the part of the Secured Party in the exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. If more than one party shall execute this agreement, the term Debtor shall mean all parties signing this agreement and each of them, and all of such parties shall be jointly and severally obligated hereunder. The neuter pronoun, when used herein, shall include the masculine and the feminine and also the plural. Whenever the context so requires singular words shall be construed in the plural. Debtor hereby releases and agrees to hold harmless the Secured Party, its successors, assigns, and agents from any and all liability of any kind in connection with the exercise of the rights herein given the Secured Party. Debtor waives and relinquishes in favor of the Secured Party, its successors and assigns, all of those rights and privileges which the Debtor can waive pursuant to the terms and provisions of the Alabama Uniform Commercial Code, and there is hereby imposed on the Debtor each and every obligation or requirement which the Secured Party may impose upon the Debtor pursuant to the terms of the Alabama Uniform Commercial Code.

**DESCRIPTION OF COLLATERAL:** All of the household goods, furniture and personal property of every kind, nature and description now located at the Debtor's address set out above, including, but not limited to the following:

**ALL CONSUMER GOODS INCULDED:** 1 red cloth chair, 1 red cloth davenport, 1 dinette table, 6 chairs  
 1 Zenith 21" port TV, 1 electric wahsing machine(Leonard), 1 electric kitchen range, 1 kelvinator refrigerator, 1 BM bedroom, springs and mattress, 1 chest of drawers, 1 dresser  
 1 mirror

MAKE OF AUTO	YEAR	BODY	MOTOR NUMBER	SERIAL NUMBER
NONE				

Executed and delivered by the debtor's on the above stated "Date Loan Made."  
 Merit Finance Comp. Inc of Ala. (Secured Party)  
 D.W. Sims  
 O.E. Allen  
 Chester P. Stansford (SEAL)  
 Lanna Mae Stansford (SEAL)  
 Richard P. Stansford (SEAL)  
 Linda M. Stansford  
 ORIGINAL

SUMMONS AND COMPLAINT

**THE STATE OF ALABAMA**  
**BALDWIN COUNTY**

}

Circuit Court, Baldwin County

No. .... 10,664 .....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Comanded to Summon Chester F. Stanford, Laura Mae Stanford,  
Richard Stanford, & Linda M. Stanford

.....  
.....  
.....

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 Chester F. Stanford,  
Laura Mae Stanford, Richard Stanford, & Linda M. Stanford..... Defendant.....

by ~~MERIT FINANCE~~ Merit Finance Company, Inc. of Alabama, a corp.

....., Plaintiff.....

Witness my hand this..... 19th .....day of..... October ..... 19 72

*Cornice B. Blalock*, Clerk

ref 31-72. J  
J. A. Williams  
Defendant lives at

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

RECEIVED  
Received in Office

MERIT FINANCE COMPANY, INC. OF ALABAMA,

OCT 15 1972 19.....

A CORPORATION

TAYLOR WILKINS Sheriff

Plaintiffs

I have executed this summons

vs.

this 11-11 19.72

by leaving a copy with

CHESTER F. STANFORD, LAURA MAE STANFORD,

RICHARD STANFORD, & LINDA M. STANFORD  
Defendants

Chester F. Stanford  
Laura M. Stanford  
10-20 Richard Stanford  
10-20 Linda M. Stanford

SUMMONS AND COMPLAINT

Filed October 19, 1972

Eunice B. Blackmon Clerk

FILED

OCT 19 1972

EUNICE B. BLACKMON CIRCUIT CLERK

Sheriff claimed 2.08 miles at  
Ten Cents per mile Total \$ 20.80  
TAYLOR WILKINS Sheriff  
BY Brown DEPUTY SHERIFF

Perloff, Reid & Briskman  
Plaintiff's Attorney

Defendant's Attorney

H. J. Brown Deputy Sheriff

Rosenilton

SENDER: SNAP OUT YELLOW COPY ONLY. SEND WHITE AND PINK COPIES WITH CARBON INTACT.

Circuit Court of Baldwin County  
Baldwin County Courthouse  
Bay Minette, Alabama 36507

FROM  
**PERLOFF, REID & BRISKMAN**  
**Attorneys at Law**  
**257 St. Anthony Street**  
**Mobile, Alabama 36603 • Telephone 433-5412**

SUBJECT:  
FOLD HERE  
DATE

12-13-72

**MESSAGE**

Please enter the enclosed motion for judgment by default in the Circuit Court of Baldwin County.

Thank you very much for your attention to this matter!

SIGNED *T. Dwight Reid*

DATE

**REPLY**

SIGNED

MERIT FINANCE COMPANY, )	IN THE CIRCUIT COURT OF
INC., OF ALABAMA, a )	BALDWIN COUNTY, ALABAMA,
corporation, )	
Plaintiff, )	AT LAW
vs. )	
CHESTER F. STANFORD, )	
LAURA MAE STANFORD, )	
RICHARD STANFORD, and )	
LINDA STANFORD, jointly )	
and severally, )	
Defendants. )	Case No. 10,664

This day in open Court came the plaintiff with its attorney and Defendants being called but coming not, and failing to appear, plead or otherwise answer the plaintiff's complaint and be wholly in default and plaintiff having filed an affidavit as required by the Soldiers and Sailors Relief Act and no trial by jury has been demanded by the plaintiff, this cause is tried by the Court without intervention of a jury and the Court, after hearing the evidence, renders a judgment in favor of plaintiff and against the defendants on a promissory note filed herein for the sum of \$364.20.

It is THEREFORE, ORDERED and ADJUDGED by the Court that the plaintiff do have and recover of the defendants the sum of THREE HUNDRED SIXTY-FOUR and 20/100's (\$364.20) DOLLARS, the amount due so assessed by the Court and all Court costs in this cause created for the recovery of which let execution issue.

And against this judgment, and the execution to be issued thereon, there is no exemption of personal property of the defendants.

Dated this 14th day of December, 1972.

Justin J. Madlock  
JUDGE

MERIT FINANCE COMPANY,            X       IN THE CIRCUIT COURT OF  
a corporation,                       X  
  X       BALDWIN COUNTY, ALABAMA  
  X  
Plaintiff                               X  
  
VS.                                       X  
  
  X  
CHESTER F. STANFORD,               X  
LAURA MAE STANFORD,               X  
RICHARD STANFORD, and               X  
LINDA M. STANFORD                   X  
  
Defendant.                            X       CASE NO. #10664

INTERROGATORIES TO DEFENDANT

Comes now the Plaintiff in the above styled cause and propounds the following interrogatories pursuant to Rule 33, Alabama Rule of Civil Procedure, as follows:

1. State your full name and address.
2. Are you the same Chester F. Stanford, Laura Mae Stanford, Richard Stanford, and Linda M. Stanford, against which judgment was entered in the case of Merit Finance Company, a corporation, vs Chester F. Stanford, Laura Mae Stanford, Richard Stanford, and Linda M. Stanford, Circuit Court of Baldwin County, Case No. 10664?
3. Where are you now employed?
4. Do you own any interest in any real estate in the County of Baldwin County, State of Alabama?
5. If the answer to the above is yes, please state in detail what interest in Real Estate you own.
6. Do you own any vehicles at the present time?
7. If the answer to the above is yes, please describe in detail the vehicles now owned by you.
8. Do you own any personal property or household goods at the present time?
9. If the answer to the above is yes, please list in detail all of the household goods or other personal property owned by you and where it is located at the present time.

10. Do you have any open checking or savings account with any bank in the State of Alabama?

11. If the answer to the above is yes, please list in detail each account and the bank at which it is located.

12. Are you engaged at the present time in any business either individually or as a partner?

13. If the answer to the above is yes, please state in detail the name of said business and the extent of your ownership.

14. Do you own any stock in any corporation incorporated in the State of Alabama?

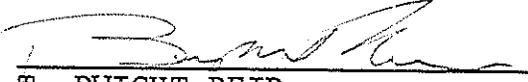
15. If so, please state in detail the stock which is owned by you and the business address of the corporation in which said stock is owned.

  
T. DWIGHT REID, Attorney  
for Plaintiff

STATE OF ALABAMA)

BALDWIN COUNTY)

Personally appeared before me, the undersigned authority, T. DWIGHT REID, the attorney for the Plaintiff in the above styled cause, and says that the foregoing interrogatories are propounded to the Defendant pursuant to Rule 33 of the Alabama Rules of Civil Procedure.

  
T. DWIGHT REID

Subscribed and sworn to before me  
this the 20 day of June, 1974.

  
NOTARY PUBLIC, STATE AT LARGE

DEFENDANT'S ADDRESS:

Rt. 1 Box 310  
Summerdale, Alabama 36580

FILED

JUN 24 1974

EUNICE B. BLACKMON CIRCUIT CLERK

SUMMONS

MOORE Prtg. Co., Bay Minette

MERIT FINANCE COMPANY, A CORPORATION

Circuit Court, Baldwin County, Alabama

Plaintiff  
Vs.

Civil Action No. 10,664

CHESTER F. STANFORD, LAURA MAE STANFORD,  
RICHARD STANFORD, & LINDA M. STANFORD

June 25, 1974

Defendant

To Any Sheriff or any person authorized by Rule 4 (a) (3) of the Alabama Rules of Civil Procedure to effect service in the State of Alabama:

You are hereby commanded to serve this summons and a copy of the ~~complaint~~ <sup>interrogatories</sup> in this action upon defendants Chester F. Stanford, Laura Mae Stanford, Richard Stanford, & Linda M. Stanford

Each defendant is required to serve a copy of a written answer to the ~~complaint~~ <sup>interrogatories</sup> upon Perloff, Reid & Braskman

257 St. Anthony Street, Mobile, Ala. 36603, attorney of record for the plaintiff whose address is

within thirty (30) days after service of this summons excluding the day of service of the summons and to file the original of said written answer with the Clerk of this Court at the time of service of the answer upon the attorney of record for the Plaintiff or within a reasonable time thereafter. If any defendant fails to do so, a judgment by default may be entered against that defendant for the relief complained of in the complaint.

Dated June 24, 1974

*Gennie B. Braskman*  
Clerk of Circuit Court

*Interrogatoris*

Civil Action No. 10,664

STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

Merit Finance Company, A Corporation

Plaintiffs

vs.

Chester E. Stanford, Laura Mae Stanford,  
Richard Stanford, & Linda Stanford

Defendants

SUMMONS

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

FILED

Clerk

JUN 24 1974

EUNICE B. BLACKMON  
CIRCUIT CLERK

Perloff, Reid & Briskman

Plaintiff's Attorney

Defendant's Attorney

*Brown*  
*Cook*

Defendant lives at

Rt. 1 Box 310, Summerdale, Ala.  
36580

Received In Office

JUN 24 1974 19.....

Taylor Wilkin Sheriff

SHERIFF

I have executed this summons

this 9-27 1974

by leaving a copy with

~~*Jeanette Stanford*~~

*6-25-74*  
*W Cook* *Charles Stanford*

*6-25-74*  
*W Cook* *Richard Stanford*  
*9-27-74*

*6-25-74*  
*W Cook* *Laura Stanford*

*6-25-74*  
*W Cook* *Linda Stanford*  
*9-27-74*

*Taylor Wilkin* Sheriff

*W. J. Brown* Deputy Sheriff

50 mi  
*R. Dale*  
MOORE Prtg. Co., Bay Minette

PERLOFF, REID & BRISKMAN

ATTORNEYS AT LAW

257 ST. ANTHONY STREET

MOBILE, ALABAMA 36603

AREA CODE 205

TELEPHONE 433-5412

MAYER W. PERLOFF  
T. DWIGHT REID  
DONALD M. BRISKMAN  
                      
ARTHUR B. BRISKMAN

June 5, 1975

Circuit Court of Baldwin County  
Bay Minette, Alabama

Re: 10664-Merit Finance Co.  
vs. Chester F. Stanford, et al

Gentlemen:

Please vacate the interrogatories issued in the above  
matter and send me the cost bill.

Very truly yours,



T. DWIGHT REID

TDR/sjm