LAW OFFICE OF

FOREST A. CHRISTIAN FOLEY, ALABAMA

October 21, 1955

Hon. H. M. Hall Judge of Circuit Court Bay Minette, Alabama

Re: C. Cliff Beck dba Home Finance

vs: James Styron Case No. 2717

Dear Judge Hall:

Kindly render judgments in this case. There are two counts and two notes. Count One should be for \$200.00 principal, plus \$12.00 interest, plus \$40.00 attorney's fees, for a total of \$252.00. Count Two should be for \$100.00 principal, plus \$4.00 interest, plus \$20.00 Attorney's fee, for a total of \$124.00.

These are waive notes.

Yours very truly

POREST A. CHRISTIAN

23/2

YELLIDE COUNTY.)				
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Acc't No. 1027-5	Loan No.	1 6	- reside	<u> </u>
For value received, the under Home Finance, Fotey, Alabama, or sum of	rsigned, jointly and sev	erally, promise to pay hay be designated by the	to the order of and at the ne holder, the Dollars	office of
1	weeklv	Indebtedness	160	
payable inequal succ	cessive semi-monthly ins	talliments of \$	Schedule of Payme	ents
each, the first installment due per annum from maturity.	Certa II	;, 195_ <u>d</u> ,	with interest at the rate of	Eight (8%) Per
It is understood that, time being of t remaining unpaid installments shall, at the The undersigned, whether makers, co- other requirements necessary to hold them without releasing them from liability her	e option of the holder, and with makers, endorsers, sureties or ; and they agree that the time	hout any demand upon or no constantors severally waive d	otice to the undersigned be cons lemand, presentment, protest, no	dered as que and pay
The undersigned agree to pay all costs this debt all rights to claim personal pro In further consideration of the said in advances which may be hereafter made to	of collecting or attempting to operty as exempt under the la debtedness of the undersigned the undersigned, the undersign	ws and Constitution of the and for the purpose of securined, severally and jointly, do	State of Alabama or of any State ing the same, and any extension es hereby grant, bargain, sell as	te in the United State or renewal thereof an
of this note, the following personal proper	ty, now located at			
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MAKE	YEAR MODEL	TYPE OF BODY	MOTOR NO.	SERIAL NO.
MAKE (C)	YEAR MODEL	- 0 n		SERIAL NO.
MAKE CM.C.2	YEAR MODEL	- 0 n	MOTOR NO. A-228478357	SERIAL NO.
Warranted free from all encumbrane	es and against any adverse c	15 Williams	A-228478357	× .
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Warranted free from all encumbrance. The holder shall have the right, during additional sum and such advances shall. The undersigned covenant to insure as any, payable to the holder as its interest secure such insurance for its benefit, at the Upon condition, however, that if the shall be void; otherwise to remain in ful event of the sale or removal of all or any without the written consent of the holder signed or in the event the holder should motice, and the holder hereof, or its assig same with or without legal procedure, withaving the property at the place of sale, at the expense of advertising, selling said printerest thereon, including any amount withird, the balance, if any, to be turned of IN WITNESS WHEREOF, the under	es and against any adverse coing the life of this mortgage likewise be secured by this Mot aid property at the cost and ex may appear and should the undersigned pays said indebted I force and effect: but if the part of the above described prohereof, or in the event of the ifor any reason deem itself ins ms shall have the right to implement the nor without notice, either at not the holder hereof shall have opporty, including a reasonable nich may have been expended it wer to the undersigned and in resigned have hereunto placed the signal of th	laims. or at any time before the cortage. orpease of the undersigned agnerisigned fail to procure sthe holder shall not be obliginess and shall do and performance of the premises whe filing of a petition in Bankrecure, the whole of said in mediately take possession of public or private sale, and attorney's fee, second to the yoth holder for taxes, insurense of a deficiency, the untheir hands and sear on this their hands and sear on this	debt secured hereby is paid, to an ainst loss by fire, theft, collision such insurance, then the Mortgated to do so, and the costs there are all of the acts herein agreed ay said indebtedness or any incret the same are now located, or uptry or Debtor's Petition by or debtedness shall at once become all or any part of the above desired sale. The proceeds of said sale are payment of the indebtedness harance, or in satisfaction of an adersigned agree to pay such definition of the indebtedness harance, or in satisfaction of an adersigned agree to pay such definition of the indebtedness harance. Signature of B	or conversion, with I ragee may, at its eleeof shall be secured be to be done, this conversion and the same of the due and payable, we ribed property and we reform a payable, and we les shall be applied, fively secured, togethey prior encumbrances liciency.

STATE OF ALABAMA,)	MORTGAGE AND NOT	-	
COUNTY.		/	()
Acc't No. 102 - 3	Loan No. 777		195
Home Finance, Foley, Alabama or at	ened, jointly and severally, promise to pay such other place as may be designated by t	to the order of and at the he holder the Dollars	e office of
sum of	Total Indebtedness	/ , C 00	(9
payable in equal success	sive semi-monthly installments of \$	Schedule of Pays	ments
each, the first installment due	, 195 3	, with interest at the rate	of Eight (8%) Per Cent
remaining unpaid installments shall, at the op The undersigned, whether makers, co-mak other requirements necessary to hold them; an without releasing them from liability hereund The undersigned agree to pay all costs of this debt all rights to claim personal propert	essence, if any one of said installments or any portion of the holder, and without any demand upon or the ers, endorsers, surcties or guarantors severally waive do they agree that the time of payment may be extended. collecting or attempting to collect this note, including by as exempt under the laws and Constitution of the edness of the undersigned and for the purpose of securing the collection of the undersigned, the undersigned, severally and jointly, of	notice to the undersigned be co demand, presentment, protest, : led without notice to either of a reasonable attorney's fee, an State of Alabama or of any S ring the same and any extension	nsidered as due and payable, notice of protest, suit and all them of such extension and deach expressly waives as to tate in the United States.
of this note, the following personal property,	2015 may 1. Salam mat the Market and American and a salam and a sa	y, ala	
, to-wit: ((Security)		
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		1 1	0 /
- wolg rees	eller Will	7. ppv	<u> </u>
- (c) (c)	0	* ()	. ц
- Company			,
	YEAR MODEL TYPE OF BODY	MOTOR NO.	SERIAL NO.
Oldmobile	1954 Adacta	V124895	×
Warranted free from all encumbrances a	and against any adverse claims. the life of this mortgage or at any time before the	debt secured hereby is paid, to	advance to undersigned any
additional sum and such advances shall likev	vise be secured by this Mortgage.	gainst loss by fire, theft, collisie	on or conversion, with loss, if
secure such insurance for its benefit, at the co	y appear and should the undersigned fail to procure ost of the undersigned, but the holder shall not be obli- ersigned pays said indebtedness and shall do and perf	gated to do so, and the costs th	d to be done, this conveyance
shall be void; otherwise to remain in full for event of the sale or removal of all or any part without the suitton consent of the holder here.	rce and effect; but if the undersigned shall fail to e of the above described property from the premises where	pay said indebtedness or any i ore the same are now located, o ruptey or Debtor's Petition by	or against any of the under-
signed or in the event the holder should for notice, and the holder hereof, or its assigns:	any reason deem itself insecure, the whole of said I shall have the right to immediately take possession of the without notice, either at public or private sale, and	ndebtedness shall at once become all or any part of the above d at such place as the holder b	escribed property and sell the sereof may elect. and without
having the property at the place of sale, and t the expense of advertising, selling said proper interest thereon including any amount which	the holder hereof shall have the right to purchase at sirty, including a reasonable attorney's fee, second to the may have been expended by the holder for taxes. In	nd sale. The proceeds of sald ne payment of the indebtedness surance, or in satisfaction of a	hereby secured, together with iny prior encumbrances; and
third, the balance, if any, to be turned over	to the undersigned and in case of a deficiency, the u	indersigned agree to pay such d	leficiency.
IN WITNESS WHEREOF, the undersign	ned have hereunto placed their hands and seal on thi	s the day of	, 195-1
Amount of Loan S		Signaphire of	Borrower (L. S.)
Name of Borrower Cilly	2 M	Address of Bo	PYCYGT
() () he	DOM (Witness	Address of Bo	(L. S.)
Name of Person Mal			(I, S)

AFFIDAVIT

C.	CLIFF BECK, DOING BUSINESS)						
AS	AS HOME FINANCE,					0700.TM	ac i i i m	en 900
	PLAINTIFF)				CIRCUIT		
VS:)		BAI	LDWIN	COUNTY,	, ALAB	AMA
JAI	MES_STYRON,		gengal makala na ma			AT LAW		
	DEFENDANT	, ,						

C. CLIFF BECK, first being duly sworn, deposes and says as follows:

What is your name? ANSWER: C. Cliff Beck

TWO: Are you the plaintiff in this case?

ANSWER: Yes

THREE: Are you authorized by the plaintiff in this case?

ANSWER: Yes

FOUR: Has the plaintiff obtained a license for each place of business operated as required by this chapter?

ANSWER: Yes

FIVE: Was this loan made less than 24 hours after payment or refinancing of a prior loan? If so, give dates of all such prior loans made by the plaintiff to the defendant prior to the date of filing this suit together with the dates of the last payments thereon.

ANSWER: No.

SIX: Give the dates upon which these loans were made.

ANSWER: January 11, 1955 and March 5, 1955, respectively.

SEVEN: What was the actual amount of money received by the borrower?

ANSWER: TWO HUNDRED & 00/100 DOLLARS (\$200.00) and ONE HUNDRED & 00/100 DOLLARS (\$100.00) respectively.

EIGHT: What is the principal amount now due amounpaid on these loans? ANSWER: TWO HUNDRED & 00/100 DOLLARS (\$200.00) and ONE HUNDRED & 00/100 DOLLARS (\$100.00), respectively.

NINE: Has the defendant by any method been charged with interest at the rate exceeding eight per cent (8%) per annum?

ANSWER: No.

Sworn to and subscribed before me on this the 31st day of August, 1955.

Motary Public, Baldwin County, Alabama.

SUMMONS

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JAMES STYRON, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Court of Baldwin County, Alabama, at Bay Minette, against JAMES STYRON, by C. CLIFF BECK, doing business as HOME FINANCE.

Witness my hand this the 12th day of September, 1955.

acient renete.

COMPLAINT

C. CLIFF BECK, doing business
as HOME FINANCE,

PLAINTIFF

VS:

JAMES STYRON,

DEFENDANT

DEFENDANT

TIN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

COUNT I:

The plaintiff claims of the defendant TWO HUNDRED & 00/100 DOLLARS (\$200.00) due by promissory note made by him on the 11th day of January, 1955 and payable on the 11th day of March, 1955, with interest thereon.

The plaintiff is a licensee under the Small Loans Act.

The note provides for a reasonable attorney's fee, which plaintiff alleges to be \$40.00.

COUNT II:

The plaintiff claims of the defendant ONE HUNDRED & 00/100 DOLLARS (\$100.00) due by promissory note made by him on the 5th day of March, 1955, and payable on the 11th day of April, 1955, with interest thereon.

The plaintiff is a licensee under the Small Loans Act.

The note provides for a reasonable attorney's fee, which plaintiff alleges to be \$20.00.

Attorney for Plaintiff

Received	day_of_	Sep	£-	19_3
and on 20	day_of_	depl		1957
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By service on	Jemes	Aly	<u>'162'</u>	
		WILKIN:	77.7	Annual Control of the
2	el.		National	

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SUMMONS AND COMPLAINT

C. CLIFF BECK, DOING BUSINESS AS HOME FINANCE

PLAINTIFF

\S:

JAMES STYRON,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

SEP 1 1955 NUCE 1. WICK, CHES

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA