

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

October 21, 1955

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

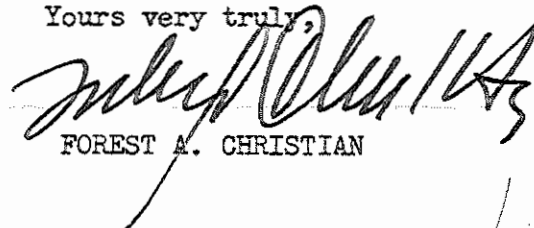
Re: C. Cliff Beck dba Home Finance

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,


FOREST A. CHRISTIAN

252
124
376

MORTGAGE AND NOTE

Holden COUNTY.)

Acc't No. 1021-J

Loan No. 516

March 5, 195

For value received, the undersigned, jointly and severally, promise to pay to the order of and at the office of Home Finance, Foley, Alabama, or at such other place as may be designated by the holder, the

sum of One Thousand Dollars Dollars (\$ 1,000.00)

payable in 1 equal successive ~~semi-monthly~~ ^{weekly} installments of \$ 115.00

each, the first installment due April 1, 1952, with interest at the rate of Eight (8%) Per Cent per annum from maturity.

It is understood that, time being of the essence, if any one of said installments or any portion thereof shall become due and remain unpaid, then all the remaining unpaid installments shall, at the option of the holder, and without any demand upon or notice to the undersigned be considered as due and payable.

The undersigned, whether makers, co-makers, endorsers, sureties or guarantors severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice to either of them of such extension and without releasing them from liability hereunder.

The undersigned agree to pay all costs of collecting or attempting to collect this note, including a reasonable attorney's fee, and each expressly waives as to this debt all rights to claim personal property as exempt under the laws and Constitution of the State of Alabama or of any State in the United States.

In further consideration of the said indebtedness of the undersigned and for the purpose of securing the same, and any extension or renewal thereof and any advances which may be hereafter made to the undersigned, the undersigned, severally and jointly, does hereby grant, bargain, sell and convey to the said payee

of this note, the following personal property, now located at:

., to-wit: (Security)

MAKE	YEAR MODEL	TYPE OF BODY	MOTOR NO.	SERIAL NO.
F.M.C.	1953	Wheeler	A-228478357	X

Warranted free from all encumbrances and against any adverse claims.

The holder shall have the right, during 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 likewise be secured by this Mortgage.

The undersigned covenant to insure said property at the cost and expense of the undersigned against loss by fire, theft, collision or conversion, with loss, if any, payable to the holder as its interest may appear and should the undersigned fail to procure such insurance, then the Mortgagee may, at its election, secure such insurance for its benefit, at the cost of the undersigned, but the holder shall not be obligated to do so, and the costs thereof shall be secured hereby.

Upon condition, however, that if the undersigned pays said indebtedness and shall do and perform all of the acts herein agreed to be done, this conveyance shall be void; otherwise to remain in full force and effect; but if the undersigned shall fail to pay said indebtedness or any installment thereof or in the event of the sale or removal of all or any part of the above described property from the premises where the same are now located, or from said State and County without the written consent of the holder hereof, or in the event of the filing of a petition in Bankruptcy or Debtor's Petition by or against any of the undersigned or in the event the holder should for any reason deem itself insecure, the whole of said indebtedness shall at once become due and payable, without notice, and the holder hereof, or its assigns shall have the right to immediately take possession of all or any part of the above described property and sell the same with or without legal procedure, with or without notice, either at public or private sale, and at such place as the holder hereof may elect, and without having the property at the place of sale, and the holder hereof shall have the right to purchase at said sale. The proceeds of said sale shall be applied, first, to the expense of advertising, selling said property, including a reasonable attorney's fee, second to the payment of the indebtedness hereby secured, together with interest thereon, including any amount which may have been expended by the holder for taxes, insurance, or in satisfaction of any prior encumbrances; and third, the balance, if any, to be turned over to the undersigned and in case of a deficiency, the undersigned agree to pay such deficiency.

IN WITNESS WHEREOF, the undersigned have hereunto placed their hands and seal on this the 9 day of June, 1952.

Amount of Loan \$ 100,000

Name of Borrower

Name of Person Making Loan

Witness

Address of Borrower

(L. S.)

(L. S.)

(L. S.)

COUNTY.)

Acc't No. 1027-5Loan No. 19191-11 1955

For value received, the undersigned, jointly and severally, promise to pay to the order of and at the office of Home Finance, Foley, Alabama, or at such other place as may be designated by the holder, the

sum of Two hundred thirty & 00/100 Dollars (\$ 230.00)

Total Indebtedness

payable in 2 equal successive ~~semi-monthly~~ ^{weekly} installments of \$ 115.00

Schedule of Payments

each, the first installment due Feb. 11, 1955, with interest at the rate of Eight (8%) Per Cent per annum from maturity.

It is understood that, time being of the essence, if any one of said installments or any portion thereof shall become due and remain unpaid, then all the remaining unpaid installments shall, at the option of the holder, and without any demand upon or notice to the undersigned be considered as due and payable.

The undersigned, whether makers, co-makers, endorsers, sureties or guarantors severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice to either of them of such extension and without releasing them from liability hereunder.

The undersigned agree to pay all costs of collecting or attempting to collect this note, including a reasonable attorney's fee, and each expressly waives as to this debt all rights to claim personal property as exempt under the laws and Constitution of the State of Alabama or of any State in the United States.

In further consideration of the said indebtedness of the undersigned and for the purpose of securing the same, and any extension or renewal thereof and any advances which may be hereafter made to the undersigned, the undersigned, severally and jointly, does hereby grant, bargain, sell and convey to the said payee

of this note, the following personal property, now located at

to-wit: (Security)

Notes hereunder will be supplied by
telephone.

MAKE	YEAR MODEL	TYPE OF BODY	MOTOR NO.	SERIAL NO.
<u>Oldsmobile</u>	<u>1954</u>	<u>Convertible</u>	<u>124895</u>	<u>X</u>

Warranted free from all encumbrances and against any adverse claims.

The holder shall have the right, during 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 likewise be secured by this Mortgage.

The undersigned covenant to insure said property at the cost and expense of the undersigned against loss by fire, theft, collision or conversion, with loss, if any, payable to the holder as its interest may appear and should the undersigned fail to procure such insurance, then the Mortgagee may, at its election, secure such insurance for its benefit, at the cost of the undersigned, but the holder shall not be obligated to do so, and the costs thereof shall be secured hereby.

Upon condition, however, that if the undersigned pays said indebtedness and shall do and perform all of the acts herein agreed to be done, this conveyance shall be void; otherwise to remain in full force and effect; but if the undersigned shall fail to pay said indebtedness or any installment thereof or in the event of the sale or removal of all or any part of the above described property from the premises where the same are now located, or from said State and County without the written consent of the holder hereof, or in the event of the filing of a petition in Bankruptcy or Debtor's Petition by or against any of the undersigned or in the event the holder should for any reason deem itself insecure, the whole of said indebtedness shall at once become due and payable, without notice, and the holder hereof, or its assigns shall have the right to immediately take possession of all or any part of the above described property and sell the same with or without legal procedure, with or without notice, either at public or private sale, and at such place as the holder hereof may elect, and without having the property at the place of sale, and the holder hereof shall have the right to purchase at said sale. The proceeds of said sale shall be applied, first, to the expense of advertising, selling said property, including a reasonable attorney's fee, second to the payment of the indebtedness hereby secured, together with interest thereon, including any amount which may have been expended by the holder for taxes, insurance, or in satisfaction of any prior encumbrances; and third, the balance, if any, to be turned over to the undersigned and in case of a deficiency, the undersigned agree to pay such deficiency.

IN WITNESS WHEREOF, the undersigned have herunto placed their hands and seal on this the 10 day of Jan, 1955.

Amount of Loan \$ 200.00

Name of Borrower

Signature of Borrower

Address of Borrower

Name of Person Making Loan

Witness

Witness

AFFIDAVIT

C. CLIFF BECK, DOING BUSINESS)	
AS HOME FINANCE,)	
PLAINTIFF)	IN THE CIRCUIT COURT OF
VS:)	BALDWIN COUNTY, ALABAMA
JAMES STYRON,)	AT LAW
DEFENDANT)	

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

ONE: 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?

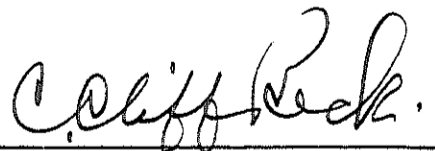
ANSWER: TWO HUNDRED & 00/100 DOLLARS (\$200.00) and ONE HUNDRED & 00/100 DOLLARS (\$100.00) respectively.

EIGHT: What is the principal amount now due and unpaid on these loans?

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

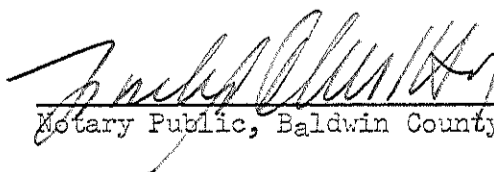
NINE: Has the defendant by any method been charged with interest at the rate exceeding eight per cent (8%) per annum?

ANSWER: No.



C. Cliff Beck

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


Notary 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.

Archie Russell
Clerk

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COMPLAINT

C. CLIFF BECK, doing business
as HOME FINANCE,

PLAINTIFF

VS:

JAMES STYRON.

DEFENDANT.

IN 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.

Andrew K. H. 1/12
Attorney for Plaintiff

Received 1 day of Sept 1955
and on 20 day of Sept 1955
served a copy of the within S & C
on _____

By service on James Styron

TAYLOR WILKINS, Sheriff
By Paul D. Christian D. S.

Foley 72 mi

No 2717

SUMMONS AND COMPLAINT

C. CLIFF BECK, DOING BUSINESS
AS HOME FINANCE

PLAINTIFF

VS:

JAMES STYRON,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED
SEP 1 1955
ALICE J. BUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA