

LAW OFFICES  
JAMES A. BRICE  
FOLEY, ALABAMA

JAMES A. BRICE  
RICHARD C. LACEY

P. O. Box 298  
WHITEHALL 3-3601

October 6, 1959

Mrs. Alice J. Duck  
Circuit Clerk  
Bay Minette, Alabama

Re: Commerce Loan Company  
vs: Boyd Vaughn and Gladys M. Vaughn  
Case Number 3874

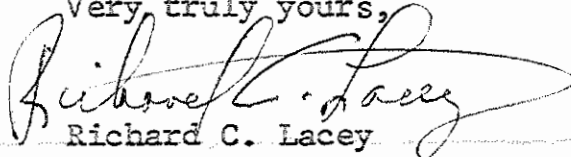
Dear Mrs. Duck:

Please place the enclosed promissory note on Judge Hall's desk in order that we may obtain a judgment by default against subject defendant. The amount of the judgment should be as follows:

Principal:	\$263.24
Interest:	43.39
Attorney's fees:	<u>53.00</u>
TOTAL:	\$358.63

Thank you.

Very truly yours,

  
Richard C. Lacey

RCL/vd

Enclosure

(SHELL)

LOAN NUMBER	BORROWERS: <u>Baughn, Boyd &amp; Gladys Mae</u>			<b>NOTE</b> <b>Commerce Loan Company</b> (PAYEE)  <b>PENSACOLA, FLORIDA</b>
<u>L 8025 PF</u>	Rt. 1			
DUE DATE	CITY <u>Muscogee, Fla.</u>	COUNTY <u>Baldwin</u>	FLORIDA	
<u>15th</u>	ACTUAL AMOUNT OF LOAN	FIRST PAYMENT DUE	FINAL PAYMENT DUE	
DATE OF LOAN	<u>12-18-56</u>	<u>300.00</u>	<u>1-15-57</u>	<u>8-18-58</u>

PAYABLE: The principal and interest is payable in 20 monthly payments of \$21.11 each, except the final payment which shall be for any unpaid principal and interest.

AGREED RATE OF CHARGE } 3 1/2% per month on the unpaid principal balance, until 24 months after Date of Loan, then 10% per annum.

For value received, the undersigned jointly and severally promise to pay to the payee named above at its above office the actual amount of the loan as stated above, being the principal amount of this note, together with interest at the agreed rate as above stated until fully paid.

Payment of principal and interest shall be made in consecutive monthly installments as indicated above beginning on the above stated due date for the first payment and continuing on the same day of each succeeding month to and including the above stated due date for the final payment. If the principal amount of this note or if any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the above agreed rate of charge. From any payment made hereon, interest, at said rates, due on the unpaid principal balance of the amount loaned shall first be deducted and the remainder of any such payment shall be applied on the unpaid principal balance until paid.

The unpaid balance of this note, or any part thereof, plus accrued interest, may, at the option of the undersigned, be paid at any time.

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

Extension of the time of payment of all or any part of the amount owing hereon at any time or times shall not affect the liability of any party hereto or surety or guarantor hereof. Sureties, guarantors and parties hereto severally waive demand and presentment for payment, notice of non-payment, notice of protest of this note and further waive all rights of exemption of every kind under the laws of this or any other state.

If this note is placed in the hands of an attorney for collection because of default in payment or otherwise, the undersigned agree to pay a reasonable attorney's fee.

The undersigned acknowledge receipt of a statement in English as required by Section 14 of Chapter 10177 of laws of Florida as amended.

The payee herein named is licensed by the state of Florida to make loans in sums of Three Hundred Dollars (\$300) or less pursuant to Chapter 10177 of the laws of Florida as amended.

In consideration of the credit this day extended to us by the above named company, we agree and hereby authorize said company, its agents, officers, representatives and assigns to communicate with us or to any person, firm, corporation or governmental agency by any known means of communication for any purpose said company may deem necessary in connection with or during pendency of the credit this day extended and we do hereby waive any right we have to any claim of violation of any of our right of privacy by reason of such communication.

WITNESS: <u>[Signature]</u>	X <u>[Signature]</u> (SEAL)
WITNESS: <u>[Signature]</u>	X <u>[Signature]</u> (SEAL)
WITNESS: <u>[Signature]</u>	X _____ (SEAL)
WITNESS: _____	X _____ (SEAL)

(This Note is secured by a Wage Assignment and a Chattel Mortgage)

SUMMONS

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons Boyd Vaughn and Gladys M. Vaughn to appear before Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of the Commerce Loan Company, a corporation.

Witness my hand this 19 day of June, 1959.

Reed F. Duck  
Clerk

COMPLAINT

Commerce Loan Company,  
a corporation,  
Plaintiff

-vs-

Boyd Vaughn and  
Gladys M. Vaughn,  
Defendants )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

I.

The Plaintiff claims of the defendants the sum of Two Hundred Sixty-three & 24/100 (\$263.24) Dollars, principal due by promissory note made by said defendants on the 18th day of December, 1956, and payable on the 15th day of January, 1957, with interest from January 15, 1957 at the rate of Three and One-Half (3½) per cent per annum.

II.

The Plaintiff claims of the defendants the sum of Two Hundred Sixty-three & 24/100 (\$263.24) Dollars, principal due by promissory note made by said defendants on the 18th day of December, 1956, and payable on the 15th day of January, 1957, with interest from January 15, 1957 at the rate of Three and One-half (3½) per cent per annum.

Plaintiff avers that in and by the terms of said note the defendants agreed to pay all costs of collecting or securing or attempting to collect or secure said note, including a reasonable Attorney's fee, and plaintiff further claims of the defendants the further and additional sum of Fifty-two & NO/100 (\$52.00) Dollars, as such reasonable Attorney's fee.

James A. Quinn  
ATTORNEY FOR PLAINTIFF

Richard L. Lane  
ATTORNEY FOR PLAINTIFF

The defendants, Boyd Vaughn and Gladys M. Vaughn reside at Seminole, Alabama.

70, 3874

Received 18 day of June 1953  
and on 11 day of July 1953  
I served a copy of the within 2 cc  
on Boyd Vaughn  
Gladye M. Vaughn  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By Edleigh Starkland

Sheriff claims 80 miles at  
Ten Cents per mile Total \$ 8.00  
TAYLOR WILKINS, Sheriff

BY C.B.  
DEPUTY SHERIFF  
Loyley, Ala

Commerce Loan Co.  
vs.  
Boyd Vaughn  
and  
Gladye M. Vaughn

FILED  
JUN 18 1953  
ALICE J. DUCK, CLERK  
REGISTER