

STATE OF ALABAMA, BALDWIN COUNTY

Filed 5-4-59 9 A.M.
Recorded 1 book 4 page 251
Judge of Probate

Muldon
BOOK 009 PAGE 251

IN THE COURT OF RECORD, IN AND FOR
ESCAMBIA COUNTY, FLORIDA. AT LAW.

41059

MULDON AUTO LEASING SERVICE,
INC.,

Plaintiff,

VS

FINAL JUDGMENT

IRENE S. FORD,

Defendant.

This cause coming on to be heard this day on the
plaintiff's complaint filed herein on December 29, 1958, and
a default judgment having been taken and entered against the
defendant on February 7, 1959, and the plaintiff having filed
praecipe for final judgment, together with an affidavit in
proof of claim, it is

CONSIDERED, ORDERED AND ADJUDGED by the Court that
the plaintiff, Muldon Auto Leasing Service, Inc., a Florida
corporation, do have and recover from the defendant, Irene S.
Ford, the sum of \$723.71 for the damage caused to plaintiff's
automobile, together with interest at the legal rate of in-
terest, and the costs of this action.

DONE AND ORDERED at Pensacola, Escambia County,
Florida, this 5 day of May, A.D. 1959.

JUDGE

ESCAMBIA COUNTY, FLORIDA
Filed for record
and duly recorded in
Book no. Page
Word verified. Fee, \$
Clerk Court of Records
By Deputy Clerk

A TRUE COPY:

ERNIE LEE MAGANA, CLERK
COURT OF RECORD

BY Deputy Clerk

Mulden Auto Leasing Ser. Inc.

vs.

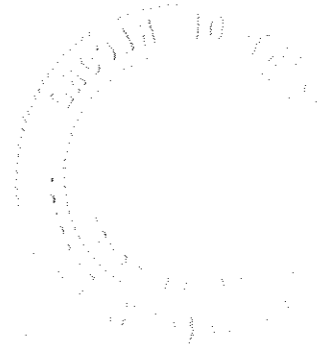
vs.

Irene S. Ford

vs.

R-50

Geo. A. Price
Foley



C O M P L A I N T

MULDON AUTO LEASING SERVICE,) IN THE CIRCUIT COURT OF
INC.,)
PLAINTIFF,) BALDWIN COUNTY, ALABAMA
VS.) AT LAW.
IRENE S. FORD,)
DEFENDANT.)

Plaintiff claims of the Defendant Seven Hundred Twenty Three and 71/100 (\$723.71) Dollars, with interest thereon at the rate of six (6%) per cent per annum from the 29th day of December, 1958, for that on the 5th day of March, 1959, Plaintiff recovered a judgment against defendant in the Court of Record in and for Escambia County, Florida, at Law, in the sum of \$723.71, and also for his costs in that behalf expended, as appears more fully on the records of said Court. And Plaintiff avers that said judgment was had and obtained for damages caused by the Defendant to the automobile of the Plaintiff.

Plaintiff further avers that said judgment remains in full force and effect and has not been reversed, satisfied, or vacated.


JAMES A. BRICE


RICHARD C. LACEY

ATTORNEYS FOR PLAINTIFF

Defendant resides at Perdido Beach, Alabama.

FILED
NOV 19 1959
ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Baldwin Times

THE 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 Summon IRENE S. FORD

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 IRENE S. FORD

....., Defendant

by MULDON AUTO LEASING SERVICES, INC.

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

Witness my hand this 19 day of Nov 1959

Alice J. French, Clerk

No. 14059

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

MULDON AUTO LEASING SERVICE,
INC.

Plaintiffs

vs.

IRENE S. FORD

Defendants

SUMMONS and COMPLAINT

Filed 11-19, 1959

Cliff M. White, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

11/19, 1959

, Sheriff

I have executed this summons

this R-1/59, 19.....

by leaving a copy with

Irene S Ford

Sheriff claims 106 miles at

Ten Cents per mile Total 10.60

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins Sheriff

C. L. ... Deputy Sheriff

Credias Beach

PROMISSORY NOTE AND STATEMENT OF LOAN

Payee: PACIFIC FINANCE LOANS (AN ARIZONA CORPORATION)

3533 EAST BROADWAY, TUCSON, ARIZONA

(0230)

BORROWERS (AND ADDRESSES) <i>Richard M. Brule & Joetta M. Brule</i> <i>2932 N. Spunkman, Tucson</i>		DATE OF THIS PROMISSORY NOTE AND STATEMENT OF LOAN <i>3/26/58</i>		ACCOUNT NO. <i>881</i>	
FACE AMOUNT OF NOTE <i>\$ 531.47</i>		FACE AMOUNT PAYABLE IN MONTHLY INSTALLMENTS <i>24</i>		FIRST PAYMENT DUE <i>5/6/58</i>	
FIRST INSTALLMENT <i>\$ 25.47</i>		OTHERS <i>\$ 22.00</i>		OTHERS: SAME DAY OF EACH MONTH <i>4-6-60</i>	
PRINCIPAL AMOUNT OF LOAN EXCLUDING CHARGES <i>\$ 375.18</i>		FINAL PAYMENT DUE IN ANY CASE TO UNPAID PRINCIPAL AND CHARGES			

AGREED RATE OF CHARGES: 3% PER MONTH ON THAT PART OF THE UNPAID PRINCIPAL BALANCE NOT IN EXCESS OF \$300, AND 2% PER MONTH ON THAT PART OF THE UNPAID PRINCIPAL BALANCE EXCEEDING \$300 AND NOT EXCEEDING \$600 COMPUTED ON THE BASIS OF THE NUMBER OF DAYS ACTUALLY ELAPSED, A MONTH BEING ANY PERIOD OF 30 CONSECUTIVE DAYS.

PROMISSORY NOTE

FOR VALUE RECEIVED, on the above indicated date, I or we the undersigned, jointly and severally promise to pay to Pacific Finance Loans or order at its office above stated, the aforesaid face amount of loan which includes the principal amount of note and charges to maturity with charges thereafter as herein provided in instalments as above stated, until fully paid. Sunday and legal holiday due dates shall be extended to the next business day. The agreed rate of charges as stated above shall include interest at 8% per annum.

In the event of default in the observance of the terms of this promissory note, time being of the essence, or default in any term or condition of any other obligation, agreement or indebtedness owing to the holder (or mortgagee) or default in the terms of any covenant, condition or agreement of the Chattel Mortgage securing this note within the time and manner specified therein, reference to which is hereby made, any such default shall, at the option of the holder, make the entire unpaid balance at once due and payable. It is specifically understood and agreed that the holder may waive one or more such defaults without losing at any time the option to accelerate maturity upon any subsequent default. Prepayment in full or in part of this promissory note may be made at any time. In the event of prepayment in full by a new loan, renewal, refinancing or by payment in cash, the borrower shall be refunded or credited with a portion of the precomputed charges in accordance with the Provisions of Section 6-626, Chapter 5, Title 6, Arizona Revised Statutes, and the charts and formulas, if any, promulgated by the Arizona Banking Department pursuant thereto. If the maturity of the loan contract is accelerated, the contract balance shall be reduced by the refund or credits of precomputed charges which would be required for prepayment in full on the date of acceleration, and thereafter the licensee may receive the charges authorized in the Arizona Consumer Finance Code computed on unpaid balances of the contract for the time actually outstanding from the instalment date nearest the date of acceleration until paid. The licensee may, with or without accelerating maturity, recompute the entire loan on a per cent per month basis or reduce the contract balance as of any instalment date by the refund or credit of precomputed charges which would be required for prepayment in full on such instalment date and receive the charges as provided for in this promissory note computed on unpaid balances of the loan contract for the time actually outstanding from such instalment date until the loan is fully paid. In no event shall the borrowers be obligated or required to pay to holder charges on the principal amount loaned in excess of that permitted by law and under the terms and provisions of Chapter V, Title 6, Arizona Revised Statutes.

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. The parties hereto and sureties, endorsers and guarantors hereof severally waive demand and presentment for payment, notice of non-payment, protest, and notice of protest of this note.

EXTRACT FROM ARIZONA CONSUMER FINANCE ACT

Section 6-622. Maximum rate of charge. Every licensee under this article may contract for and receive on any loan not exceeding six hundred dollars charges at a rate not exceeding three per cent per month on that part of the unpaid principal balance not in excess of three hundred dollars, and two per cent per month on that part of the unpaid principal balance exceeding three hundred dollars and not exceeding six hundred dollars.

STATEMENT OF LOAN

PREPAYMENT OF LOAN. Charges (interest) have been precomputed. Any part or all of this loan may be paid in advance at any time; and if prepaid in full by cash, a new loan, renewal or refinancing, the precomputed charges shall be subject to the refund requirements set forth above in the Promissory Note.

TOTAL AMOUNT OF THIS LOAN, receipt of which is acknowledged *\$ 531.47*

To PACIFIC FINANCE LOANS for principal balance due on Account No. <i>484 80</i>	\$	<i>484 80</i>
To _____ Address <i>Refund a/c 56.00</i>	\$	<i>(129 28)</i>
To _____ Address _____	\$	
To _____ Address _____	\$	
To _____ Address _____	\$	
To _____ Address _____	\$	
Charges	\$	<i>156 29</i>
To Department of Motor Vehicles for Filing and Transfer	\$	
To _____ Agent, for the Following Insurance:		
Comprehensive, Fire and Theft Mos. Premium	\$	
\$ _____ Deductible Collision Mos. Premium	\$	
_____ Mos. Premium	\$	

TOTAL DISBURSEMENTS TO BE MADE BY LENDER PER MY REQUEST AND DIRECTION *\$ 511 81* *\$ 511 81*
 SECURITY *Promissory Note* CASH FROM THIS LOAN ADVANCED TO AND RETAINED BY ME *\$ 19 66*

PACIFIC FINANCE LOANS, Lender
 By *Ad Lawrence*
 ORIGINAL
 Receipt of a fully completed copy of this Statement acknowledged.
x [Signature]

AFFIDAVIT

PACIFIC FINANCE LOANS,
3533 E. Speedway
Tucson, Arizona,
PLAINTIFF

VS:

RICHARD J. McBRIDE,
DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

W. A. SEEDIG, first being duly sworn, deposes and says as follows:

ONE: What is your name?

ANSWER: W. A. Seeding.

TWO: What do you do?

ANSWER: I am manager of Pacific Finance Loans, Tucson, Arizona.

THREE: Is Pacific Finance Loans incorporated? If so, under what State laws?

ANSWER: Pacific Finance Corporation, Delaware. Pacific Finance Loans, Arizona

FOUR: Is this company the plaintiff in this case?

ANSWER: Yes.

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

ANSWER: Yes.

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

ANSWER: We are licensed under the laws of the State of Arizona.

SEVEN: 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. See attachment "A"

EIGHT: Give the dates upon which these loans were made. (dates of notes)

ANSWER: See attachment "A"

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

ANSWER: \$375.18 (see attachment "A")

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

ANSWER: \$486.47

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

ANSWER: No. (This is a state regulated loan, interest charged on account as provided by Arizona Small Loan Laws. 1)

W. A. SEEDIG, Manager of Pacific Finance
Loans

Sworn to and subscribed before me on
this the 16 day of November, 1959.

Notary Public, Pima County, Arizona

Affix Seal:

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

January 2, 1960

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

Re: Muldon Auto Leasing Service
vs: Irene S. Ford
Law No. 4059

Dear Mrs. Duck:

Please place this file before Judge Hall for judgment by default for the Plaintiff for \$723.71 plus \$75.99 interest, a total of \$799.70.

A certified copy of the judgment rendered in the Escambia County, Florida Court of Record is enclosed.

Please send me a certified copy of the judgment.

Very truly yours,


James A. Brice

JAB/vd

Enclosure