SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No. 4485

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon Melvin Williamson and Opal B. Williamson

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

Melvin Williamson and Opal B. Williamson, Defendant

by

Household Corporation, Plaintiff

Witness my hand this 12th day of Nov 19 60

Alice J. Mueck, Clerk

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No. 4485 Page

STATE of ALABAMA
Baldwin County

CIRCUIT COURT

HOUSEHOLD CORPORATION

Plaintiffs

vs.

MELVIN WILLIAMSON and

OPAL B. WILLIAMSON

Defendants

Summons and Complaint

Filed 11-12 1960

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

11/14, 1960

Taylor Wilkins

Sheriff.

I have executed this summons

this 11-17 1960

by leaving a copy with

Melvin Williamson

Opal B. Williamson

Sheriff claims 80 miles at

Ten Cents per mile Total $ 8.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

Edleigh Stradham

Deputy Sheriff.

Loxley, Ala

HOUSEHOLD FINANCE CORPORATION, a corporation,	*	IN THE CIRCUIT COURT OF
Plaintiff,	*	BALDWIN COUNTY, ALABAMA
-vs-	*	
MELVIN WILLIAMSON and OPAL E. WILLIAMSON, jointly and severally,	*	AT LAW
Defendants.	*	NO. 44 83

Plaintiff claims of the Defendants, jointly and severally, THREE HUNDRED TWENTY FOUR AND 67/100 ($324.67) DOLLARS, for that heretofore on to-wit: the 13th day of December, 1958, the Defendants executed a written promissory note wherein the Defendants agreed to pay HOUSEHOLD FINANCE CORPORATION the sum of THREE HUNDRED TWENTY FOUR AND 67/100 ($324.67) DOLLARS in installments of TWENTY SIX AND 06/100 ($26.06) DOLLARS per month for(24) twenty-four consecutive months, including interest. Plaintiff avers that the Defendants defaulted in payment thereunder on to-wit: 22d day of June, 1960, and pursuant to the terms of said promissory note, the Plaintiff herein has declared the entire balance due and owing.

Plaintiff is a licensee under the "Small Loan Law" of the State of New York.

MAYER W. PERLOFF,
Attorney for Plaintiff

Defendants may be served:
J. P. Bertola,
Loxley, Alabama

HOUSEHOLD FINANCE CORPORATION, a corporation,	*	IN THE CIRCUIT COURT OF
	*	BALDWIN COUNTY, ALABAMA
Plaintiff,	*	
-vs-	*	AT LAW
MELVIN WILLIAMSON and OPAL E. WILLIAMSON, jointly and severally,	*	
	*	
Defendants.		NO. 4485

Plaintiff claims of the Defendants, jointly and severally, THREE HUNDRED TWENTY FOUR AND 67/100 ($324.67) DOLLARS, for that heretofore on to-wit: the 13th day of December, 1958, the Defendants executed a written promissory note wherein the Defendants agreed to pay HOUSEHOLD FINANCE CORPORATION the sum of THREE HUNDRED TWENTY FOUR AND 67/100 ($324.67) DOLLARS in installments of TWENTY SIX AND 06/100 ($26.06) DOLLARS per month for(24) twenty-four consecutive months, including interest. Plaintiff avers that the Defendants defaulted ~~in payment thereunder~~ on to-wit: 22d day of June, 1960, and pursuant to the terms of said promissory note, the Plaintiff herein has declared the entire balance due and owing.

Plaintiff is a licensee under the "Small Loan Law" of the State of New York.

MAYER W. PERLOFF,
Attorney for Plaintiff

Defendants may be served:

J. P. Bertola,
Loxley, Alabama

HOUSEHOLD FINANCE
Corporation
ESTABLISHED 1878
LICENSED PURSUANT TO ARTICLE IX OF THE BANKING LAW
Room 110 — Second Floor
300 Second Street — Phone: BUtler 5-5751
NIAGARA FALLS, NEW YORK

NOTE

LOAN NO.

BORROWERS (NAMES AND ADDRESSES):

Melvin Williamson and Opal E. Williamson, his wife
325 13th Street
Niagara Falls, New York

DATE OF THIS NOTE:	FIRST PAYMENT DUE DATE:	OTHERS: SAME DAT OF EACH MONTH	FINAL PAYMENT DUE DATE:
December 13, 1958	January 15, 1959		December 15, 1960

PRINCIPAL AMOUNT OF NOTE AND ACTUAL AMOUNT OF LOAN:	PRINCIPAL AND INT. PAYABLE IN	MONTHLY PAYMENTS	FIRST PAYMENT:	OTHERS:	FINAL PAYMENT EQUAL IN ANY CASE TO UNPAID PRINCIPAL AND INTEREST
$ 500.00	24		$ 26.06	$ 26.06	

AGREED RATE OF INTEREST: { 2½% PER MONTH ON THAT PART OF THE UNPAID PRINCIPAL BALANCE NOT EXCEEDING $100.
2% PER MONTH ON ANY PART THEREOF EXCEEDING $100. AND NOT EXCEEDING $300. AND
½ OF 1% PER MONTH ON ANY PART THEREOF EXCEEDING $300.

IN CONSIDERATION of a loan made by **Household Finance Corporation** at its above office in the principal amount above stated, the undersigned jointly and severally promise to pay to the order of said corporation at its above office said principal amount together with interest at the above rate until fully paid.

Payment of principal and interest shall be made in consecutive monthly payments as above indicated beginning on the stated due date for the first payment and continuing on the same day of each succeeding month to and including the stated due date for the final payment except that when any such day is a Sunday or holiday the due date for the payment in that month shall be the next succeeding business day. Payment in advance may be made in any amount. Every payment made hereon shall be applied first to interest to date of actual payment and remainder to principal. Default in making any payment shall, at the option of the holder hereof and without notice or demand, render the entire unpaid balance of the principal hereof and accrued interest thereon at once due and payable.

Cause of action shall arise hereon only with respect to the entire principal and accrued interest remaining unpaid hereunder. The makers, sureties, endorsers, and guarantors hereof severally waive demand for payment, notice of non-payment, protest and notice of protest of this note and consent to extensions of time of payment without notice. A statement of said loan has been delivered to the borrower as required by law. The construction, validity and effect hereof shall be governed by the laws of New York.

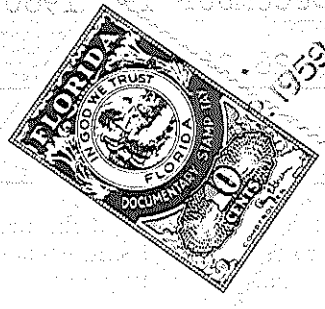
Melvin Williamson (SEAL)

Opal E. Williamson (SEAL)

(SEAL)

Witness: [illegible]

FORM NOTE-N. Y. 2½-2 (300) ½—REV. 7-53


FLORIDA
IN GOD WE TRUST
FLORIDA
DOCUMENTARY STAMP TAX
10 CENTS
1959

MAYER W. PERLOFF
ATTORNEY AT LAW
408 VAN ANTWERP BUILDING
MOBILE 12, ALABAMA
HEMLOCK 3-5412

November 10, 1960

Mrs. Alice Duck, Clerk
Circuit Court of Baldwin County
Bay Minett, Alabama

Re: Household Finance Corporation -v- WILLIAMSON

Dear Mrs. Duck:

Please file the enclosed suit in your court and advise me when service is had on the Defendants.

Thank you for your kind attention.

Very truly yours,

Mayer W. Perloff

Mayer W. Perloff

MWP:rms

enc.

HOUSEHOLF FINANCE CORPORATION, A Corporation, Plaintiff, Vs. MELVIN WILLIAMSON and OPAL B. WILLIAMSON, Defendants.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW. NO. 4485

DEMURRERS

Comes now Melvin Williamson and Opal B. Williamson, Defendants in abovey styled cause, and files this, their demurrers to Plaintiffs Complaint, and respectfully shows to the Court that:

1.

The Complaint does not state a cause of action.

2.

The allegations of the Complaint are vague, uncertain and indefinite.

3.

The Complaint does not allege whether Plaintiff is a "Licensee" under the Alabama Small Loan Act, No. 374 (1959).

4.

The Complaint does not allege whether Defendants paid any amounts due under alleged promissory note.

Kenneth Cooper
Kenneth Cooper
Attorney for Defendants

FILED
DEC 12 1960
ALICE J. DUCK, CLERK REGISTER

No. 4485

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HOUSEHOLD FINANCE CORPORATION,

A Corporation,

Plaintiff,

Vs

MELVIN WILLIAMSON And

OPAL B. WILLIAMSON,

Defendants.

****

DEMURRERS

****

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

****

FILED

DEC 12 1990

ALICE L. DUCK, CLERK
REGISTER