JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

POST OFFICE BOX 298 WHITEHALL 3-3601

September 22, 1961

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

Re: Commerce Loan Company
Vs: Robert G. Suarez
At Law, No. 4572

Dear Mrs. Duck:

According to my records, Plaintiff is now entitled to judgment by default. I therefore enclose the promissoty note which is the foundation of the suit, and ask that the file be placed before Judge Hall for judgment of $537.62 principal, $140.57 interest, and $110.00 attorney's fee, a total of $788.19.

Please send me a certificate of judgment. Thank you.

Sincerely,

James A. Brice

JAB:j
Enclosure
cc: Leroy Bolling, Esquire
Attorney at Law
119 West Government Street
Pensacola, Florida

NOTE

COMMERCE LOAN COMPANY
OF PENSACOLA

(A) Payee

COMMERCE LOAN COMPANY OF PENSACOLA

35 West Garden Street Pensacola, Florida Hemlock 2-5191

(B) Agreed Rate of Charge:	3% per month on that part of the unpaid principal balance not exceeding $300 and 2% per month on that part of the unpaid balance in excess of $300 but not exceeding $600 until 12 months after due date of final installment; and thereafter at 10% per annum.

(C) BORROWERS (Names and Addresses):

Robert G. Suarez & Nell Suarez
802 N. 59th Avenue
Pensacola, Florida

LOAN NO.	(D) FIRST INSTALLMENT DUE:	(E) DATE OF THIS NOTE:	(F) ACTUAL AMT. OF THIS LOAN:	(G) DATE OF MATURITY & FINAL INSTALLMENT DUE:	(H) MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST ARE
3490	3-5-59 AND SAME DAY EACH MONTH.	1-21-59	$ 600.00	1-21-61	~~$ 24~~ $ 34.39 EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID PRINCIPAL AND INTEREST.

This note is secured by a Wage Assignment

And a Chattel Mortgage on Household goods—~~Automobile~~.

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the Payee named in (A) above at its above office the actual amount of the loan as stated in (F) above, being the principal amount of this note, together with interest at the agreed rate as stated in (B) above until fully paid.

Payment of principal and interest shall be made as indicated in (H) above, in consecutive monthly installments, beginning on the stated due date for the first installment stated in (D) above, and continuing on the same day of each succeeding month to and including the stated due date for the final installment stated in (G) above.

Every payment made hereon shall be applied first to interest to date of actual payment, and remainder to principal. If the principal amount of this note or any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the rate stated in (B) above.

Payment is permitted to be made in advance in any amount on this loan at any time.

Default in making any payment shall, at the option of the holder hereof and without notice, render the 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 or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor, or surety hereof, it being the intent of all parties to this note that they shall continue jointly or severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties, and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest, and notice of demand, non-payment, and protest of this note, and further waive all rights of exemption of every kind under the laws of this or any other state.

The caption hereof, including items (A) to (H) inclusive, is a part of this note.

If suit is filed on this note because of default in payment or otherwise, the undersigned agree to pay the actual and reasonable attorney fees and court costs, including actual and reasonable expenses of repossession, storing and selling of any property pledged as security, all as determined by the Court in which suit is filed.

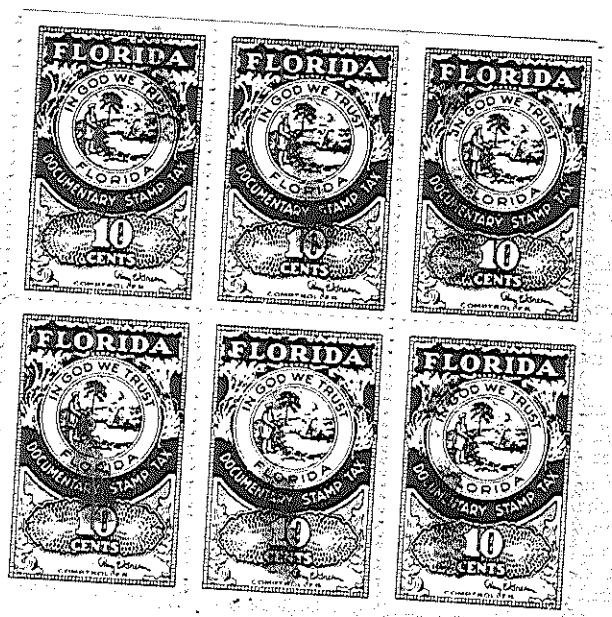
The borrower acknowledges receipt of a statement of loan in English as required by Section 516.15, FLORIDA STATUTES.

Witnesses:

[illegible]
Robert G. Suarez
E. Vonne Johnson

1. Robert G. Suarez (Seal)
2. Nell Suarez (Seal)
3. _____ (Seal)
4. _____ (Seal)

FORM 135S FLORIDA 5-57


FLORIDA
IN GOD WE TRUST
FLORIDA
DOCUMENTARY STAMP TAX
10
CENTS

COMPLAINT

COMMERCE LOAN COMPANY OF PENSACOLA Plaintiff vs ROBERT G. SUAREZ Defendant	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

I

The Plaintiff claims of the Defendant the sum of Six Hundred and NO/100 ($600.00) Dollars, due by promissory note made by the defendant on the 21st day of January 1959, and payable on the 5th day of March 1959, with interest from the 29th day of March, 1960, at the rate of six (6%) per cent per annum.

The Plaintiff claims of the Defendant the sum of Six Hundred and NO/100 ($600.00) Dollars, due by promissory note made by the defendant on the 21st day of January 1959, and payable on the 5th day of March 1959, with interest from the 29th day of March 1960, at the rate of six (6%) per cent per annum.

Plaintiff avers that in and by the terms of said note the Defendant waived all right to exemption under the constitution and laws of all states, and of this waiver Plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said note, the defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, and the plaintiff further claims of the Defendant the further and additional sum of One Hundred Ten and NO/100 ($110.00) Dollars, as such reasonable attorney's fee.

Attorney for Plaintiff

FILED
JAN 30 1961
ANNIE L. BUCK, CLERK REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No._____

_____TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon Robert G. Suarez

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

Robert G. Suarez, Defendant

by Commerce Loan Company of Pensacola

, Plaintiff

Witness my hand this 30 day of January 1961

Eric J. Neuck, Clerk

Ex. 8-12-61

No. 4572 Page

STATE of ALABAMA
Baldwin County

CIRCUIT COURT

Commerce Loan Company of Pensacola

Plaintiffs

vs.

Robert G. Suarez

Defendants

Summons and Complaint

Filed FILED 19

JAN 30 1961 Clerk

ALICE J. DUCK, CLERK REGISTER

James A. Brice

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Star Route, Lillian, Alabama

Received In Office

1-30-, 1961

Sheriff.

I have executed this summons

this May 12 1961

by leaving a copy with

Robert G Suarez

Sheriff claims 100 miles at

Ten Cents per mile Total $ 10.00

TAYLOR WILKINS, Sheriff

BY Carlisle Childress

DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

Carlisle Childress

Deputy Sheriff.

Lillian