

R. C. MACON, IND. and d/o/a

FAIRHOPE FINANCE COMPANY

Plaintiff

-VS-

LLOYD McCREARY and

DAISY B. McCREARY, Ind. and

Jointly,

Defendants

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

440

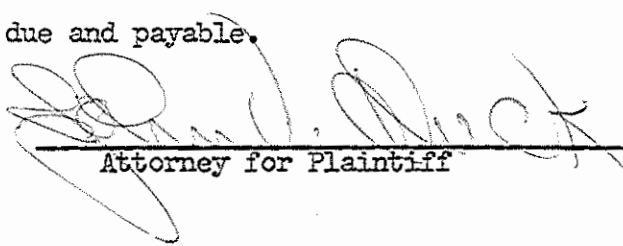
COUNT 1.

Plaintiff claims of the Defendants the sum of TWO HUNDRED AND NINETY-SEVEN (\$297.00) DOLLARS, due by Promissory Note made by them on the 8th day of February, 1960, and payable on the 8th day of March, 1960, with interest thereon.

Plaintiff avers that in, by, and as a part of said note, the Defendants agreed to pay all costs of collection or securing or attempting to collect or secure such debt including a reasonable Attorney's Fee, where the same be collected or secured by suit or otherwise, and the Plaintiff further claims of the Defendants the further and additional sum of SEVENTY-FIVE (\$75.00) DOLLARS as a reasonable Attorney's Fee.

Plaintiff further avers that in, by, and as a part of said Note, the Defendants waived as to this debt or any renewal thereof, all rights to exemptions under the Constitution and Laws of Alabama, as to real and personal property and of this waiver, the Plaintiff now claims the benefit.

Plaintiff further avers that in, by and as a part of said Note, the Defendants promised to pay in TWENTY (20) Monthly installments the sum of NINETEEN DOLLARS and 89/100 (\$19.89) DOLLARS, first being due and payable on the 8th day of March, 1960, and that the Defendants have failed and refused to pay the installment due on the 8th day of March, 1960, or any subsequent note thereof, and Plaintiff now claims the whole debt due and payable.

  
Attorney for Plaintiff

Defendants may be served Two Miles North of Daphne, Alabama.

R. C. MACON, IND. and d/b/a  
FAIRHOPE FINANCE COMPANY, Plaintiff

-VS-

LLOYD MCcreary, and DAISY MCCRARY  
IND., and JOINTLY - Defendants

FROM THE LAW OFFICES OF  
JOHN V. DUCK  
FAIRHOPE, ALABAMA



No. 4412

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The State of Alabama

Baldwin County

CIRCUIT COURT

R. C. MACON, IND and d/b/a

FAIRHOPE FINANCE COMPANY

Plaintiffs

vs.

LLOYD McCREARY AND

DAISY B. McCREARY

Defendants

Summons and Complaint

Filed 8-30- 19 60

Alice J. Duck

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at \_\_\_\_\_

Received In Office

8/30 19 60

\_\_\_\_\_, Sheriff

I have executed this summons

this 1 Sept 19 60

by leaving a copy with

Lloyd McCreary  
Daisy McCreary

Sheriff claims 108 miles at

Ten Cents per mile Total 10.80

TAYLOR WILKINS, Sheriff

BY

W. O. Garner  
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. O. Garner Deputy Sheriff

Daphne

## NOTE

Account No. \_\_\_\_\_

LOAN NO. 75Date 2/8/60

For value received, I/we jointly and severally promise to pay to the order of

**FAIRHOPE FINANCE COMPANY**  
390 Fairhope Avenue, Fairhope, Alabamathe sum of Three Hundred + no/100 DOLLARS (\$ 300<sup>00</sup>)

Total Indebtedness

in 20 semi-monthly monthly installments of \$ 19<sup>89</sup> each, the first installment due 3/8/60and the final installment due 10/8/61

Maturity Date

The makers, co-makers, endorsers, sureties, or guarantors of this note severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them and expressly waive as to this debt, all rights to claim exemptions under the constitution and laws of the State of Alabama or any other state in the United States; and they agree that the time of payment may be extended without notice to them of such extension. I/we agree to pay all reasonable attorney's fees and court costs incurred in the collection of this note.

I/we agree to pay an additional charge of 3% of any installment past due 15 or more days, whether by reason of default or extension agreement. Interest on this note shall accrue from the due date of the final installment hereunder to six months thereafter at the same rate as the original loan but only at 8% per annum after the final installment becomes six months delinquent.

We are over the age of 21 years, and for the purpose of securing said indebtedness, the undersigned, severally and jointly, grants, bargains, sells and conveys to the said payee, the following personal property:

Lloyd McCreary  
Name of Borrower  
PO Box 747 Daphne  
Address of Borrower

Amount of Advance \$ 297.75Interest @ 3-2 % \$Insurance \$ 2.25Filing \$ 0

Russell  
Name of Person Making Loan

STATE OF ALABAMA, Saldwin COUNTY.

in said State, hereby certify that Lloyd and Daisy McCreary whose names they signed to the foregoing mortgage, and who are acknowledged before me on this day that, being informed of the contents of this mortgage, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 20 day of February, 1960.

Witness our hands and seals this date

X Lloyd McCreary (Seal)  
Signature of Borrower

Daisy B. McCreary (Seal)  
Address of Borrower  
Endorser

Kathel S. Macon  
Address of Endorser  
I, Kathel S. Macon, a Notary Public in and for said County, whose names they signed to the foregoing mortgage, and who are known to me, executed the same voluntarily on the day the same bears date.  
Kathel S. Macon  
Notary Public