

Mobile Finance Corp.  
Plaintiff.

VS.

John E. Thompson Jr.  
Defendant.

IN THE CIRCUIT COURT  
OF  
BALDWIN  
MOBILE COUNTY, ALABAMA.

NO. 5071

5071

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA  
COUNTY OF MOBILE

NOW comes, D.A. Cunningham  
who being first duly sworn, deposes and says that the defendant  
herein, John E. Thompson Jr.  
was not at the time of the filing of this suit, and is not now  
in the Military or Naval Service of the United States.

The Defendant resides at 406 Pine St.  
Fairhope, Ala.

Sworn to and subscribed before me,  
this 16 day of July  
1952

Notary Public  
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

FILED

CLERK

MOBILE FINANCE COMPANY,  
(POINEER FINANCE AND THRIFT  
CORPORATION) d/b/a MOBILE  
FINANCE COMPANY,

Plaintiff

V.

JOHN E. THOMPSON, JR.,  
and JOYCE SIRMON THOMPSON,  
Individually, Jointly and  
Severally,

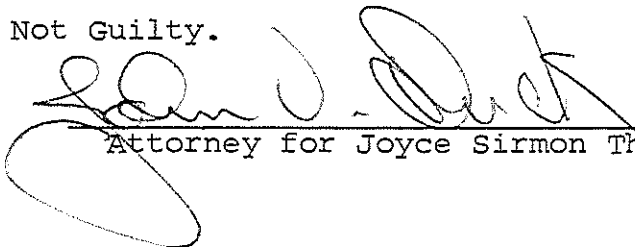
Defendants

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA  
) AT LAW

) CASE NUMBER: 5071  
)  
)  
)  
)  
)  
)  
)

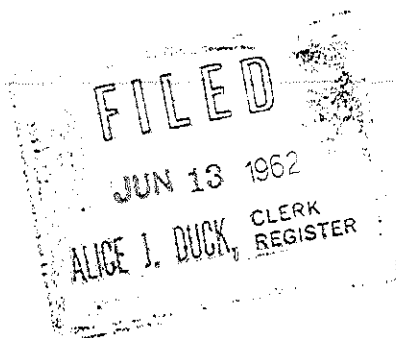
Comes now the Defendant, Joyce Sirmon Thompson, by and  
through her attorney and for answer to the Bill of Complaint  
filed herein says:

COUNT ONE: Not Guilty.

  
Attorney for Joyce Sirmon Thompson

The Defendant Joyce Sirmon Thompson respectfully demands  
trial by jury.

  
Attorney for Joyce Sirmon Thompson



MOBILE FINANCE COMPANY,  
(PIONEER FINANCE & THRIFT  
CORPORATION, d/b/a MOBILE  
FINANCE COMPANY,)

Plaintiff,

vs

JOHN E. THOMPSON, JR. and  
JOYCE SIRMON THOMPSON,  
Individually, Jointly, and  
Severally,

Defendant.

:: IN THE CIRCUIT COURT OF

::

:: BALDWIN COUNTY, ALABAMA

::

:: AT LAW

::

::

::


CASE NO. 5071

COUNT ONE

The Plaintiff claims of the Defendant the sum of THREE HUNDRED AND 0/100 (\$300.00) DOLLARS, due by promissory note dated on to-wit August 4, 1961, and payable on to-wit November 20, 1961, together with interest thereon at the rate of 3% per month on that part of the unpaid principal balance not in excess of \$200.00, and 2% per month on that part of the unpaid principal balance in excess of \$200.00 loaned in compliance with the requirements of the Alabama Small Loan Act of 1959.

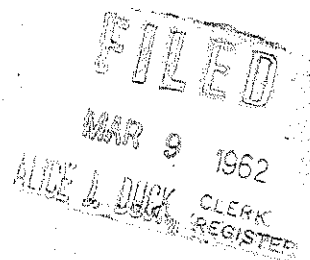
Plaintiff claims benefit of waiver of exemptions as contained in said note and also claims a reasonable attorney's fee as provided for in said note made by the Defendant.

The Plaintiff, said Mobile Finance Company, (Pioneer Finance & Thrift Corporation, d/b/a Mobile Finance Company,) is a licensee under the Alabama Small Loan Act of 1959, and its place of business in Mobile, Alabama, is separately licensed in compliance with the requirements of the said act and was so licensed at the time said loan was made.

  
JACK W. SPRINKLE  
Attorney for Plaintiff

SERVICE OF PROCESS may be had on the Defendant, John E. Thompson, Jr. at the home of his parents, 406 Pine Street, Fairhope, Alabama.

Joyce S. Thompson at the home of her uncle, Mr. A. A. Sirmon, Belforest Road, Fairhope, Alabama, or at the Grand Hotel, Point Clear, where she is employed in the auditing department.



SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,  
BALDWIN COUNTY

No. 5071

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon John E Thompson, Jr and Joyce Sirmon Thompson

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

John E. Thompson, Jr., and Joyce Sirmon Thompson, Defendant

by Mobile Finance Company, ( Pioneer Finance & Thrift Corporation, d/b/a Mobile  
Finance Company) Plaintiff

Witness my hand this 9th day of March 19 62

Ed-5-2262

Alice J. Black, Clerk

No. 5071

Page

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

MOBILE FINANCE COMPANY, (PIONEER

FINANCE & THRIFT CORPORATION, d/b/a  
MOBILE FINANCE COMPANY

Plaintiffs

vs.

JOHN E. THOMPSON and

JOYCE SIRMON THOMPSON

Defendants

SUMMONS and COMPLAINT

Filed 3-9 62, 19

Alice J. Duck, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

3/9, 1962

Sheriff

I have executed this summons

this 19

by leaving a copy with

Joyce Sirmon Thompson  
May 22, 1962

John E. Thompson  
May 31, 1962

Sheriff claims 100 miles at  
Ten Cents per mile Total \$ 10.00  
BY TAYLOR WILKINS, Sheriff  
DEPUTY SHERIFF


W. L. Wilkins Sheriff  
Deputy-Sheriff

R. W. Wilkins

STATE OF ALABAMA )  
BALDWIN COUNTY )

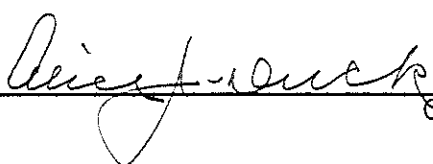
IN THE CIRCUIT COURT  
CASE NO. 5071 1/2

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid JACK W. SPRINKLE, who being duly sworn, on oath says, that on the 16th day of July, 1962, of the Circuit Court of Baldwin County, Alabama, Mobile Finance Co. (Pioneer Finance and Thrift Corp., d/b/a Mobile Finance Co.) recovered a judgment against John E. Thompson, Jr., 406 Pine Street, Fairhope, Alabama, for the sum of FOUR HUNDRED FIFTY-ONE DOLLARS AND 19/100 (\$451.10) besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect; that FRED A. THOMPSON, Foley, Alabama, is supposed to be indebted to or have effects of the said John E. Thompson, Jr., in his possession or under his control, and that he believes process of Garnishment against said Fred A. Thompson, Foley, Alabama, is necessary to obtain satisfaction of said Judgment.

  
JACK W. SPRINKLE

Sworn to and subscribed this

30 day of Oct A. D., 1962.

  
Clerk.

NOTICE OF GARNISHMENT

State of Alabama  
BALDWIN COUNTY

TO John E. Thompson, Jr., Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of

Pioneer Finance and Thrift Corp., d/b/a Mobile Finance Co., Plaintiff,

versus John E. Thompson, Jr., Defendant,

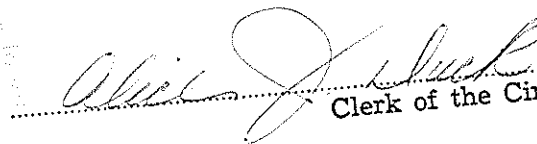
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

Fred A. Thompson

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 30

day of October, 1962.

  
Clerk of the Circuit Court.

5071½

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

TO

JOHN E. THOMPSON, JR.,  
406 Pine Street, Fairhope

PIONEER FINANCE & THEFT CORP., d/b/a

MOBILE FINANCE COMPANY

Plaintiff.....

VS.

JOHN E. THOMPSON, JR.

Defendant.....

JACK W. SPRINKLE  
P.O. Box 799  
Mobile, Ala.

Received 30 day of Oct 1960

and on 27 day of Nov 1960

I served a copy of the within Natasha

on John E. Thompson

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
BY Carlisle S.

Sheriff claims 72 miles at  
Ten Cents per mile Total \$ 7.20  
TAYLOR WILKINS, Sheriff  
BY DEPUTY SHERIFF



5071½

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

TO

JOHN E. THOMPSON, JR.

406 Pine Street, Fairhope

PIONEER FINANCE & THRIFT CORP., d/b/a

MOBILE FINANCE COMPANY

Plaintiff.....

VS.

JOHN E. THOMPSON, JR.

Defendant.....

JACK W. SPRINKLE  
P.O. Box 799  
Mobile, Ala.

Received 30 day of Oct 1962

and on 27 day of Nov 1962

I served a copy of the within Notice

on John E. Thompson

John

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By Charles McEachern D. S.

Sheriff claims 72 miles at 72.0

Ten Cents per mile Total \$ 7.20  
TAYLOR WILKINS, Sheriff

BY [Signature]  
DEPUTY SHERIFF

Garnishment on Judgment.

The State of Alabama,  
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Term, 19, of the Circuit Court of Baldwin County,  
to-wit: On the 16th day of July, 1962, being a regular day of  
said term, Pioneer Finance and Thrift Corp., d/b/a Mobile Finance Co.,

recovered judgment against John E. Thompson, Jr.

for the sum of Four Hundred Fifty-One and 19/100 Dollars, and cost of suit,  
and affidavit having been made by Jack W. Sprinkle, Attorney for plaintiff  
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the  
following named persons or corporations, viz:

Fred A. Thompson, Foley, Alabama

has or is believed to have in his possession, or under his control money  
or effects belonging to said defendant John E. Thompson, Jr. or that he is, or  
is believed to be indebted to said defendant or to be liable to them, or to one of them on a  
contract for the delivery of personal property, or on a contract for the payment of money which may be  
discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon Fred A. Thompson, Foley

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House  
thereof, in the city of Bay Minette, on the Monday in A. D. 19, 1962,  
then and there within the three first days of the term, to answer on oath, whether at the time of the service  
of the garnishment, or at the time making his answer, or at any time intervening the time of serv-  
ing the garnishment, and making the answer he was indebted to said defendant  
and whether he will not be indebted in future to said defendant  
by a contract then existing, and whether by a contract then existing he  
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which  
may be discharged by the delivery of personal property, or which is payable in personal property, and  
whether he has not in his possession or under his control money or  
effects belonging to the defendant John E. Thompson, Jr.

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this 30th day of Oct., A. D., 1962.

Issued day of A. D., 19

ATTEST:

E-4-11-23-62

253

Alice J. Duck, Clerk.

Received 30 day of Oct 1962  
on 23 day of May 1961  
served a copy of the within Marion  
on Fred A. Thompson  
by service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By [Signature] D. S.  
Foley

Sheriff claims 72 miles at  
Ten cents per mile Total \$ 7.20  
TAYLOR WILKINS, Sheriff  
BY [Signature]  
DEPUTY SHERIFF

84  
Circuit Court, Baldwin County

No. 5071 1/2

PIONEER FINANCE & THRIFT CORP.,  
d/b/a MOBILE FINANCE CO.

VS. } Garnishment On Judgment  
JOHN E. THOMPSON, JR.

Issued 30th day of Oct. 1962

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

to serve: FRED A. THOMPSON,  
Foley, Ala.

JACK W. SPRINKLE  
P.O. Box 799  
Mobile, Ala. Attorney

\$ 300.00

INSTALLMENT NOTE Mobile, Alabama, August 4 1961 No. 2845

THOMPSON, JOHN E. JR. & JOYCE 453 Church St. Fairhope, Ala.

For value received, the undersigned jointly and severally promise to pay to the order of Pioneer Finance and Thrift Corporation, D/B/A MOBILE FINANCE COMPANY at its office in the City of Mobile, Alabama, the sum of

Three hundred and no/100

Dollars,

in 24 installments of \$ 17.42 each, with a final installment of \$ \_\_\_\_\_,

the first installment commencing September 20, 1961, and the remaining installments becoming due on the 20th day of each and every month thereafter until paid, said principal amount being the cash advance and said installments including interest at the rate of three per cent a month on that part of the unpaid principal balance not in excess of \$200, and two per cent a month on that part of the unpaid principal balance in excess of \$200 but not exceeding \$300.

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 installment and continuing on the same day of each succeeding month with a final installment covering any unpaid balance, including interest, until principal and interest have been fully paid.

If the principal amount of this note or of any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the above rates for six months after the due date of the final installment of principal or interest, after which the amount then due shall bear interest at the rate of eight per cent per annum until fully paid.

Every payment made hereon shall be applied first to interest to date of actual payment and the remainder to principal. In the computation of interest, one month shall be that period of time in a month to a corresponding date in the next month and if there is not such corresponding date then to the next day of the next month; and a day shall be considered 1/30 of a month when computation is made for a fraction of a month.

The insolvency of any obligor hereon, or the filing by or against any obligor hereon of any petition or proceeding in receivership or in bankruptcy or under any statute of the United States relating to bankruptcy or compositions, or default in the payment of any installment of the principal or interest hereof, or of any part of either, 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 hereon at once due and payable, and in addition thereto the obligors hereunder agree to pay all reasonable costs of collection, including a reasonable attorney's fee, provided, however, that holder shall in no event receive or participate in such collection costs or attorney's fees. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

Extension of the time of payment of all or any part of the amount owing hereon at any time or times, or any variation, modification or waiver of any term or condition hereof at any time or times, shall not affect the liability of any obligor hereof, it being the intent of all of the obligors that they shall continue jointly and severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. All obligors hereon both individually and severally hereby waive notice of acceptance, presentment for payment, demand, protest, notice of demand, non-payment, and protest of this note, and further waive all rights of exemption of every kind under the laws of the State of Alabama or any other state.

This note matures August 30, 1963, and is secured by ☒ Chattel Mortgage

Life Insurance Premium \$ 6.27

Recording Fee \$ 2.30

Agent of Lender: J. A. Dukes

John E. Thompson Jr (SEAL)  
Joyce Simon Thompson (SEAL)

FORM AL181-1SL-360