

MERCHANTS NATIONAL BANK OF
MOBILE, a Corporation

PLAINTIFF

vs

NOLAN E. BRILL

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6297

1.

The Plaintiff claims of the Defendant THREE HUNDRED FORTY-SIX AND 66/100 DOLLARS (\$346.66) balance due after all proper credits given on a promissory note made by the Defendant on the 3rd day of June, 1963 and payable in thirty equal monthly installments of \$79.00 each payable on the 15th day of each month beginning July 15, 1963. The Plaintiff avers that the Defendant defaulted in payment of the third installment and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from July 15, 1964. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of FIFTY-FIVE DOLLARS (\$55.00).

FILED

NOV 12 1964

ALICE L. DUCK, CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY: Amelia S. Nesbit

Attorneys for Plaintiff

SUMMONS AND COMPLAINT

Moore Ptg. Co.

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 NOLAN E. BRILL

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 _____

NOLAN E. BRILL

_____, Defendant.

by MERCHANTS NATIONAL BANK OF MOBILE, a Corporation

_____, Plaintiff.

Witness my hand this 12 day of Nov

1964

E. G. - 11-18-64

Alice J. Duck, Clerk

No. 6297

Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

MERCHANTS NATIONAL BANK OF

MOBILE, a Corporation

Plaintiffs

vs.

NOIAN E. BRILL

Defendants

Summons and Complaint

FILED

Filed _____ 19____

NOV 12 1984

Clerk

ALICE J. DUCK, CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RFD 31, Box 205

Robertsdale, Alabama

Received In Office

11/12 1984

_____, Sheriff

I have executed this summons

this Nov 18 1984

by leaving a copy with

Noian E. Brill

60

6.00

BY _____

Sheriff

Deputy Sheriff

Elvance

CHATTEL MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Nolan E. Brill

hereinafter called the "Mortgagor," in consideration of the sum of Two thousand three hundred
seventy and no/100 - - - - - Dollars

cash hereby acknowledged to have been paid to the mortgagor by The Merchants National Bank of Mobile, a national banking association, hereinafter called the "Mortgagee," receipt of which is hereby acknowledged, do bargain, sell, transfer, convey and deliver to the said "Mortgagee" the following described personal property now situated in the County of Baldwin State of Alabama, viz:
One (1) 1963 (New) Chevrolet $\frac{1}{2}$ ton pickup, Idnt #3C144A-120670

together with all present accessories, future additions and replacements.

The Mortgagor warrants and covenants with the said Mortgagee that said property is free from all liens and encumbrances: that Mortgagor has good, lawful and unconditional title thereto and has a good and lawful right to sell and convey the same. This conveyance, however, is upon the expressed condition that if Mortgagor shall well and truly pay to Mortgagee, when and as the same becomes due and payable, the entire indebtedness evidenced by that certain promissory note bearing even date herewith given and made payable to the said Mortgagee or to the order thereof, for the sum of 2,370.00 Dollars, as follows
In 30 installments of 79.00 each payable on the 15th of each
month beginning July 15, 1963

with interest thereon at the rate of _____ per cent per annum until maturity, and interest thereafter at the rate of eight (8) per cent per annum until paid, and shall well and truly pay to said Mortgagee any renewal or extension thereof or future advance hereafter made thereunder, when due, and shall well and truly pay, when due, any and all other debts, obligations, and liabilities, of the undersigned to said Mortgagee, whether the same have been heretofore or hereafter contracted, and perform all the covenants and agreements herein contained, then this mortgage shall become null and void, otherwise it shall remain in full force and effect.

It is expressly understood and agreed that in addition to the aforesaid indebtedness and any future advancement made thereunder and any extensions or renewals of same, or any part thereof, this instrument is intended to and does secure any and all debts, obligations or liabilities, direct or contingent, of the Mortgagor to said Mortgagee, whether now existing or hereafter arising, at any time before full payment and satisfaction of the aforesaid indebtedness and all extensions or renewals of same.

If default should be made in the payment of said indebtedness or indebtednesses or part thereof when and as the same falls due and becomes payable, or if default should be made in the performance of any agreement or covenant by the Mortgagor herein made, or if it is later determined by the Mortgagee that any representation herein made by the Mortgagor is not true, or if a petition in bankruptcy or a bill for a receiver should be filed by or against the Mortgagor, then the entire indebtedness or indebtednesses secured by these presents shall, at the option of the Mortgagee, become immediately due and payable; and thereupon the Mortgagee is hereby authorized to take immediate possession of all the above described personal property, together with any substitution therefor or any addition thereto, and the Mortgagee is vested with full power and authority to sell the same, or any part thereof, at public or private sale, with or without notice, (notice being hereby expressly waived). Should the Mortgagee elect to sell said property or any part thereof at public sale and to give notice of same, such sale may be held after ten days notice of the time and place of such sale is given by publication in one issue of a newspaper published in Mobile County, Alabama. The Mortgagee is expressly authorized to make any sale authorized hereby with or without first taking possession of said property and without said property being present at the place of sale.

The Mortgagor further agrees to immediately insure all of said property in a good and solvent insurance company or companies satisfactory to the Mortgagee against loss or damage from fire, theft, and accidental damage in a sum not less than the indebtedness hereby secured or the insurable value of said property, whichever be the lesser. Said policy or policies shall contain a clause that the loss, if any, shall be payable to the Mortgagee as its interest may appear and shall be deposited with the Mortgagee immediately upon issuance. Upon failure to obtain said insurance as herein agreed, or upon failure to deposit said policies with the Mortgagee or to pay the premiums thereon when and as the same become due and payable, the Mortgagee may procure such insurance and pay the premiums thereon, and any sums expended by the Mortgagee in this behalf shall be added to and become a part of the indebtedness evidenced by said promissory note and secured by these presents.

The Mortgagor further agrees to keep the above described property in good repair, condition and operating order and to promptly pay all taxes, assessments or other charges which may be levied or assessed against the same and to permit no lien or encumbrance to accrue or attach against said property; and, upon failure to perform any of such obligations, the Mortgagee may perform the same and any sums expended by it in so doing shall be added to and become a part of the indebtedness evidenced by said promissory note and secured by these presents.

The proceeds of any sale of said property or any part thereof hereunder shall be applied as follows: First to the payment of all costs and expenses of such sale including all costs and expenses incurred in taking said property into the Mortgagee's possession and keeping and repairing the same, together with a reasonable attorney's fee, if an attorney is employed or consulted; Second, to the payment of the indebtedness evidenced by said note and secured by these presents, together with interest thereon, including all costs and expenses incurred by the Mortgagee in collecting or attempting to collect or secure the indebtedness evidenced by said note and to the payment of any other debt, obligation or liability and interest, whether such other debt, obligation or liability be then due or not; Third, the surplus, if any there be, shall be paid over to the Mortgagor.

At any sale hereunder, the Mortgagee is authorized to become the purchaser of said property or any part thereof as though a stranger hereto. The Mortgagor agrees that the above described property will not be used or permitted to be used for any unlawful purpose and will be kept at its present location unless otherwise agreed by the Mortgagee in writing. All of the rights, powers and privileges herein given or secured to the Mortgagee shall inure to the benefit of its successors and assigns and to the assignee of the indebtedness hereby evidenced and secured should the same be transferred or assigned. Likewise, all obligations herein assumed by the Mortgagor shall be binding on the Mortgagor's heirs, executors, administrators and assigns.

It is understood that the Mortgagor may retain possession of the above described personal property, but only as the agent of the Mortgagee and then only until default in the performance of the obligations herein assumed or in the payment of the debt hereby secured.

Wherever herein used, the term "mortgagor" shall include all of the undersigned parties, their respective heirs, executors, administrators, successors or assigns, and the term, "mortgagee" shall include the said The Merchants National Bank of Mobile, its successors or assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this 3rd day of June, 19 63

Witness:

Nolan E. Brill

(Seal)

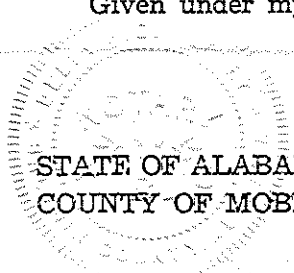
(Seal)

STATE OF ALABAMA }
COUNTY OF ~~MOBILE~~ }
BALDWIN

I, Delta H. Gwaltney, a Notary Public in and for said County in said

State, hereby certify that Nolan E. Brill whose name
is ~~are~~ signed to the foregoing instrument and who is ~~are~~ known to me, acknowledged before me on
this day that, being informed of the contents of the instrument he executed the same voluntarily on
the day same bears date.

Given under my hand this 4th day of June, 1963.


Delta H. Gwaltney
Notary Public, ~~Mobile~~ County, Alabama
Baldwin

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, _____, a Notary Public in and for said County

in said State, hereby certify that _____ whose

name as a member of the partnership of _____ is signed to
the foregoing instrument and who is known to me, acknowledged before me on this day that, being in-
formed of the contents of the instrument, he, in his capacity as such member of the partnership,
executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 19____.

Notary Public, Mobile County, Alabama

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, _____, a Notary Public in and for said County in said

State, hereby certify that _____ and

_____, whose names as President and Secretary of the

_____, a corporation, are signed to the foregoing instrument,
and who are known to me, acknowledged before me on this day that, being informed of the contents of
the instrument, they as such officers and with full authority, executed the same voluntarily for and
as the act of said corporation.

Given under my hand this _____ day of _____, 19____.

Notary Public, Mobile County, Alabama

DATE DUE

15th

PAYMENT

79.00

NAME NOLEN E. BRILL

RATE

ADDRESS R.T. 1 BOX 190

DUDLEY NORTH CAROLINA 28333

OFFICER TMR

DATE OF NOTE 6-3-63

TELEPHONE

SEP 25 '64

NO 85 980 12

COLLATERAL 1963 CHEV. PICKUP IDNT3C144A12067846.66

DEALER THE MERCHANTS NATIONAL BANK

PERMANENT FILE

	DATE DUE	BALANCE DUE	DATE PAID	INTEREST
1	7-15-63	2,370.00	7-18-63	
2	8-15-63	2,291.00	8-19-63	
3	9-15-63	2,212.00	12-12-63	116.93 - Dis Cancelled
4	10-15-63 209507	2,133.00	1-13-64	
5	11-15-63	2,054.00	1-13-64	
6	12-15-63	1,975.00	1-13-64	
7	1-15-64	1,896.00	1-13-64	
8	2-15-64	1,817.00	1-13-64	
9	3-15-64	1,738.00	1-13-64	
10	4-15-64	1,659.00	1-13-64	1300.00 net of truck
11	5-15-64	1,580.00	1-13-64	
12	6-15-64	1,501.00	1-13-64	
13	7-15-64	1,422.00	1-13-64	
14	8-15-64	1,343.00	1-13-64	
15	9-15-64	1,264.00	1-13-64	
16	10-15-64	1,185.00	1-13-64	
17	11-15-64	1,106.00	1-13-64	
18	12-15-64	1,027.00	1-13-64	
19	1-15-65	948.00	6-8-64	
20	2-15-65	869.00	6-8-64	
21	3-15-65 79507	790.00	6-8-64	376.96 sale of 58
22	4-15-65	711.00	6-8-64	Pick up truck
23	5-15-65	632.00	6-8-64	Net
24	6-15-65	553.00	6-8-64	346.66
25	7-15-65	473.11		
26	8-15-65			
27	9-15-65			
28	10-15-65			
29	11-15-65			
30	12-15-65			
31				
32				
33				
34				
35				
36				

DISPOSITION OF PROCEEDS:

CREDIT ACCOUNT ()

INTERDEPARTMENT ()

