

NOTE AND CHATTEL MORTGAGE

LOAN NO. 5872

DATE July 30 1964

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

FRIENDLY FINANCE SERVICE, Inc.

104 N. ROYAL ST. MOBILE, ALA.

The sum of Four Hundred Eighteen and 08/100 DOLLARS (\$ 418.08),
with interest as indicated below, in 24 consecutive monthly installments of \$ 17.42 each, the first installment
due August 30, 1964 and the final installment due July 30, 1966

Interest to be at 3% per month on first \$200.00 principal balance and 2% per month on that part of principal balance in excess of \$200.00, but not exceeding \$300.00, until six months after final due date, then 8% per annum. On pre-computed balances, I/We agree to pay an additional charge of 3% of any installment past due 15 or more days, whether by default or extension arrangement.

The parties to this note do each for himself, whether maker or endorser, agree to pay this note and agree to pay all costs of collecting, securing or attempting to collect or secure this note, including a reasonable attorney's fee in event of employment of an attorney, whether collection be by suit or otherwise, and further, each waives as to this debt demand, presentment, protest and notice of protest and further waives all right of exemption of personal property under the Constitution and laws of the State of Alabama.

Upon failure to pay any installment of principal and/or interest when due, the entire sum shall, at the option of the holder, become due and payable. This note may be extended without notice and without constituting a waiver of holder's rights hereunder. The parties hereto affix their hands and seals on the date above set out, each signing as Maker unless a contrary capacity is indicated herein.

We are each over the age of 21 years and for the purpose of securing the above indebtedness, the undersigned, jointly and severally, hereby grants, bargains, sells and conveys unto Friendly Finance Service, Inc., the following personal property:

None

upon condition that if the note described above be paid according to its terms, then this mortgage to be void; otherwise to remain of full force and effect. Upon default in payments thereunder, Mortgagee is authorized to take possession of personal property above described, advertise and sell same according to law, and apply proceeds to balance due under terms of said note, after paying costs of repossession, including a reasonable attorney fee.

Witness our hands and seals this date.

X Clyde V. Thompson (SEAL)
Clyde V. Thompson Maker
705 Daphne Road Bay Minette, Alabama
Address of Borrower

Amount of Advance \$ 300.00
Interest - - - \$ 118.08
Insurance - - - \$ 6.27
Filing Fees - - - \$ -----

Co-Maker (SEAL)

Address of Comaker

Geo. P. Smith

Agent making loan

BE Aguirre
Witness to signature (s) of Mortgagor(s)

FRIENDLY FINANCE SERVICE, INC.,)
A corporation,)

Plaintiff,)

vs.)

CLYDE V. THOMPSON,)

Defendant.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE.

6794

The Plaintiff claims of the Defendant the sum of Two Hundred Sixty-one and 30/100 Dollars (\$261.30), the balance due upon a note executed by the Defendant on the 30th day of July, 1964, in the amount of \$418.08, and payable in 24 monthly installments of \$17.42 each, the first installment to become due August 30, 1964, with interest thereon at 8% from May 30, 1965; Plaintiff further alleges that in and by the terms of said note the failure to pay any installment accelerated the balance due under said note, and that said Defendant defaulted in his obligation to pay the installments as set out hereinabove.

Plaintiff further alleges that in and by the terms of said note, the Defendant waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of Thirty-nine and 50/100 Dollars (\$39.50) as a reasonable attorney's fee in the premises.

J. CONNOR OWENS, JR.

FILED

DEC 15 1965

ALICE L. DUCK, CLERK
REGISTER

By: Walter D. Allen

Attorney for Plaintiff.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

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 CLYDE V. THOMPSON

705 OLD DAPHNE ROAD

BAY MINETTE, ALABAMA

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.....

.....Clyde V. Thompson....., Defendant.....

by FRIENDLY FINANCE SERVICE, INC., a corporation

....., Plaintiff.....

Witness my hand this.....15th.....day of.....December.....19..65..

64-12-21-65

Alice D. [Signature] Clerk

No. 6794

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

FRIENDLY FINANCE SERVICE, INC.
a corporation,

Plaintiffs

vs.

CLYDE V. THOMPSON

Defendants

SUMMONS AND COMPLAINT

Filed 12/15/65 19.....

..... Clerk

J. CONNOR OWENS, JR.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
705 Old Daphne Road
Bay Minette, Alabama

RECEIVED
Received in Office

..... DEC 15 1965 19.....

..... TAYLOR WILKINS Sheriff

SHERIFF
I have executed this summons

this Dec - 21 1965
by leaving a copy with

Clyde V. Thompson

Taylor Wilkins Sheriff
W. O. Talbot Deputy Sheriff
Om