

IN THE CIRCUIT COURT - LAW SIDE

You are hereby commanded to summon SUSIE M. BEATTY, Route 1, Box 75, Robertsedale, 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, Alabama, Law Side, by COMMUNITY FINANCE SERVICE, INC., OF ESCAMBIA COUNTY, Plaintiff, against Susie M. Beatty, as the Defendant.

Alice J. Duck Clerk.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

vs.

LAW SIDE.

6932

The Plaintiff claims of the Defendant, the sum of FIVE HUNDRED SIXTY-NINE AND 34/100 DOLLARS (\$569.34), the balance due by Promissory Note made by her on July 31, 1965, and payable in 24 installments, commencing on the 1st day of September, 1965, with interest thereon from November 9, 1965, at the rate of 8% per annum; 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 her obligation to pay the installments as set out hereinabove.

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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 the Plaintiff claims the further and additional sum of ONE HUNDRED TWO and 48/100 DOLLARS (\$102.48) as a reasonable attorney's fee in the premises.

Walter S. Fallon

Attorney for Plaintiff.

FILED

APR 11 1966

ALICE A. HULL, CLERK
REGISTER

64-5-18-66

L'dale

Received 12 day of April 1966
at 18 day of May 1966
a copy of the within 886
of Susie M. Beatty
My service on _____

TAYLOR WILKINS Sheriff

By Carlie Children

Resington

Sheriff claims 52 miles at
Van Court per mile Total 5.20
TAYLOR WILKINS, Sheriff
By Carlie Children
DEPUTY SHERIFF

W.C. Robinson

CASE NO. 6932

COMMUNITY FINANCE SERVICE, INC.
OF ESCAMBIA COUNTY, A FLA. CORP.

Plaintiff,

vs:

SUSIE M. BEATTY,

Defendant.

FILED

APR 11 1966

ANGIE L. DICK, CLERK
REGISTER

Walter S. Patton, Attorney

74932

BORROWER TO BE INSURED (Name and Address)

BEATTY, SUSIE M.
3806 W. MOBILE HWY
PENSACOLA, FLA. 32505

LENDER - MORTGAGEE (Name and Address)

COMMUNITY FINANCE SERVICE, INC.
OF ESCAMBIA COUNTY
4135 Barrancas Avenue
Warrington, Florida 32507

Principal and Interest Payable In	Principal Amount of Loan	LIFE-INSURANCE INFORMATION			Date	First Instalment Due Date	Final Instalment Due Date
Monthly Instalments of		Premium	Initial Amount of Insurance	Age of Insured			
34.39	\$600.00	\$16.49	\$825.36	32	7/31/65	9/1/65	7/31/67

3% per month on unpaid principal balances not in excess of \$300 and 2% per month on remaining unpaid principal balances in excess of \$300 but not exceeding \$600. Interest on unpaid principal balances after the expiration of twelve months following the last contractual instalment date shall be at the rate of 10% per annum.

This Loan is Secured By: ☒ Chattel Mortgage on — ☒ Household Goods ☐ Motor Vehicle ☐ Other (Describe)

NOTE

IN CONSIDERATION OF A LOAN made by Lender, the undersigned jointly and severally promise to pay to the order of Lender, at its office, the Principal Amount of Loan, plus interest at the agreed rate, in instalments as set forth above. Such instalments are payable on the first instalment due date and on the same day of each succeeding month for the term of the loan. The final instalment shall equal the unpaid principal and interest. From any payment made, interest at the agreed rate on the unpaid principal balance shall first be deducted and the remainder of any such payment shall be applied to reduce the unpaid principal of the loan, until fully paid.

Payment may be made in advance at any time and in any amount with interest at the rate indicated to the date of payment.

A default in the payment of any instalment of the principal or interest, or any part of either shall, at the option of the Lender, its assignee or any subsequent holder, and without notice or demand render the entire unpaid balance of the principal and accrued interest at once due and payable, and acceptance of any payment after default shall not constitute a waiver of such default.

All parties to this note severally waive presentment, demand, notice of non-payment and protest and consent the time of payment may be extended any number of times without notice or previous consent, hereby binding themselves, jointly and severally, unconditionally for the full payment hereof in principal and interest.

The undersigned agree to pay the actual and reasonable attorney's fees and court costs, including reasonable expenses of repossession, storing and selling any property pledged as security, as determined by the court in which suit is filed to enforce collection of this note after maturity or default.

CHATTEL MORTGAGE

In order to secure the loan described above the undersigned sell, convey and mortgage to Mortgagee, its successors and assigns the following described personal property, to have and to hold such personal property forever. Provided if Mortgagors shall pay the amount due according to the terms of the above note, this conveyance shall cease and be void.

MOTOR VEHICLE

Make of Car	Model	Year	Identification Number	Title Number	Other Description
NONE					

OTHER PERSONAL PROPERTY

All household goods of any kind and description at our residence shown above, and all household goods that may hereafter be acquired by the undersigned or either of them.

Undersigned covenant they own the described property free of all liens and encumbrances except

THE PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CHATTEL MORTGAGE
DISTRIBUTION OF PROCEEDS OF LOAN

Principal Amount of Loan	\$600.00
Deductions and Authorized Disbursements:	
Note Marked "PAID" on Loan No. 342 Principal Balance Due	\$579.25
Accrued Interest 39 Days	\$598.72
Documentary Stamps	\$1.98
Recording and Releasing Fees: Mortgage	\$
Auto Lien	\$
Credit Life Insurance Premium	\$16.49
Less Premium Refund on Cancelled Policy	\$7.60
	\$8.89
Auto Insurance Premium	\$
Less Premium Refund on Cancelled Policy	\$
Check Payable to	\$
Check Payable to	\$
Check Payable to	\$608.51

Cash Received (paid by customer) = 8.51

The undersigned acknowledge receipt of a copy of this instrument and acknowledge that the cash was received by both parties jointly.

WITNESSES:

[Signature]
[Signature]

[Signature] (Signed)
[Signature] (Signed)
[Signature] (Co-Signer)

ACKNOWLEDGMENT

STATE OF FLORIDA }
COUNTY OF } ss.

I hereby certify that on this day personally appeared before me, an officer authorized to administer oaths and take acknowledgments

known to me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 19____

My commission expires _____

COMMUNITY FINANCE SERVICE, INC.
OF ESCAMBIA COUNTY
4185 Harrison Avenue
Tallahassee, Florida 32307

ADDITIONAL PROVISIONS OF CHATTEL MORTGAGE

Mortgagors covenant they will not remove the described motor vehicle from the State of Florida and they will not remove the other described personal property from the address shown, without the written consent of Mortgagee, its successors or assigns.

If this mortgage includes a motor vehicle, mortgagors covenant they will at their own cost and expense procure such insurance of the property as may legally be required in a reasonable amount, and with an insurance company, duly qualified to act in this State; such insurance to name the Mortgagee as co-insured or, shall have attached to the policy or policies a clause designating the Mortgagee as a Loss Payee, and keep such insurance in effect for the duration of this mortgage. Said policies or certificates thereof shall be delivered to the Mortgagee. Should the mortgagors fail to obtain insurance as required above, or fail to keep such insurance in full force and effect for the duration of this mortgage, at the option of the Mortgagee, its successors or assigns, the entire amount then unpaid shall immediately become due and payable. It is agreed loss, injury to or destruction of said property shall not release the mortgagors from making the payments provided for herein.

In the event of default in the payment of any installment of the secured loan, the whole amount remaining unpaid shall, at the option of the Mortgagee, its successors and assigns, become due and payable at once without notice or demand and Mortgagee, its successors and assigns, may thereupon immediately institute legal proceedings for payment of such amount or may foreclose on the said personal property hereinabove described and deduct from the proceeds of the foreclosure sale, or sales, the amount then unpaid, together with such foreclosure expenses as may be lawful, any surplus then remaining to be remitted to mortgagors.

If this mortgage includes both a motor vehicle and other personal property, and if there shall occur a default as above described, said Mortgagee at its option, may take any action it may deem necessary against such motor vehicle or against such other personal property, without in any way prejudicing its right to take any additional action at a later date to enforce its lien upon the part of the security against which action has not been taken.

As to the debt secured hereby and as to the personal property herein mortgaged, mortgagors hereby waive homestead exemption, personal property exemption and any other exemption permitted by law to be waived.

CHATTEL MORTGAGE

In order to secure the loan described above the undersigned self, convey and mortgage to Mortgagee, its successors and assigns the following described personal property to have and to hold such personal property forever. Provided if mortgagors shall pay the amount due according to the terms of the above note, this conveyance shall cease and be void.

Make of Car	Model	Year	Identification Number	Other Description
None				

OTHER PERSONAL PROPERTY

All household goods of any kind and description at our residence shown above, and all household goods that may hereafter be acquired by the undersigned or either of them.

THE PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CHATTEL MORTGAGE
DISTRIBUTION OF PROCEEDS OF LOAN

Principal Amount of Loan	\$ 600.00
Debitations and Authorized Disbursements:	
Note Marked "PAID" on Loan No. 3222 Principal Balance Due	\$ 322.22
Accrued Interest 30 Days	\$ 1.22
Documentary Stamp	\$.00
Recording and Retaining Fees Mortgage	\$ 2.22
Credit Life Insurance Premium	\$ 1.11
Auto Insurance Premium	\$.55
Check Payable to	
Check Payable to	
Check Payable to	



(Signed) _____
(Signed) _____
(Co-Signed) _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that on this day personally appeared before me an officer authorized to administer oaths and take acknowledgments known to me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____ 19____

My commission expires _____

Notary Public - Florida