

4.40
CHattel Mortgage

STATE OF ALABAMA

COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS:

1. THAT WHEREAS, the undersigned, hereinafter called Mortgagor, is indebted to TermPlan Incorporated, of Mobile, Alabama, hereinafter called Mortgagee, in the sum of ONE THOUSAND SIX HUNDRED THIRTY TWO & 00/100

(for \$ 1632.00), as evidenced by that promissory note(s) of even date herewith and due in 24 installments of \$ 68.00 each and a final installment of \$ _____, on the 20th day of each and every month hereafter until paid, with interest after maturities at the rate of 8% per annum, and providing that all payments thereon shall be applied first in payment of principal in full, and next to interest, if any; and to secure the payment of the same and any other obligation(s) which said Mortgagor may owe said Mortgagee, whether due or to become due, or whether now existing or hereafter contracted prior to payment of the aforesaid note, said Mortgagor hereby bargains, sells and conveys to the said Mortgagee the following property, located at _____ DOLLARS

LOXLEY

BADDEN

Alabama to wit:

PIECES BEDROOM SUITE - SPRING & MATTRESS	STUDIO COUCH	FLOOR LAMPS
PIECES BEDROOM SUITE - SPRING & MATTRESS	DIVAN	TABLE LAMPS
SINGLE BED - SPRING & MATTRESS	OVERSTUFFED CHAIR	PIECE DINING SUITE
DOUBLE BED - SPRING & MATTRESS	OCCASIONAL CHAIR	SEWING MACHINE
BABY BED	PLATFORM ROCKER	RANGE
DRESSER	Coffee Table	ELECTRIC REFRIGERATOR
CHEST OF DRAWERS	END TABLES	ICE BOX
CHEFFOROB	None	KITCHEN CABINET
CEDAR CHEST	None	UTILITY CABINET
VANITY LAMPS	None	PIECE BREAKFAST SET
PIECE LIVING ROOM SET	CABINET RADIO	WASHING MACHINE
RUG	TELEVISION SET	VACUUM CLEANER
	TELEVISION SET	
	MORTG. REP'D	
	SIGNATURE	

IF OTHER PROPERTY, DESCRIBE AS FOLLOWS:

One 1962 Corvair, 700 Series, 2 dr 6 cyl. #20727WL46719, color, red/white

Three Life Insurance Policies, #9265452, V-1000.00--#9265451, V-2000.00, #9265450, V-1000.00

being all of the property of like kind, character and description owned by Mortgagor, or either of them, and located at the aforesaid premises; and in addition thereto all other goods and chattels of like nature owned by Mortgagor, or either of them, and kept or used in or about the aforesaid premises or coming with or substituted for any property herein mentioned.

Title to said property and all equipment and accessories thereon or thereafter added, shall be in the mortgagee, or assigns, until said debt is paid, according to the tenor of a mortgage executed contemporaneously herewith, which mortgage contains provisions in language identical with the provisions contained in paragraphs numbered one (1) through ten (10), appearing in that mortgage recorded on Page 537 Volume 687-39 of Mortgages in the office of the Probate Judge of Alabama, which paragraphs are hereby adopted as a part hereof as if they were here set out verbatim.

Witness MS
Sealed and delivered in the presence of:

John E. Lacey

... (SEAL)

(SEAL)

BOOK 482 PAGE 53

STATE OF ALABAMA
County of ~~MOBILE~~
Baldwin

KNOW ALL MEN BY THESE PRESENTS, That we, TERMPPLAN INCORPORATED AND
as Principal, and Mobile Bonding Company, as Sureties, are held and firmly bound
unto John E. Lacey

in the sum of _____
for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our
heirs, executors and administrators. Sealed with our seals and dated this _____ day
of September in the year of our Lord, one thousand, nine hundred and sixty-six

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said _____
Termplan Incorporated

did, on the _____ day of September, 1966, (1) _____, sue out in the _____ Court
of Baldwin
~~Mobile~~ County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him
to take into his possession the following described property, to-wit: _____

1 1962 Corvair, 700 Series, 2 dr. 6 cyl, #20727W146719 red/white

which said writ was placed in the hands of Taylor Wilkins
Baldwin
Sheriff of the County of ~~Mobile~~, on the _____ day of _____, 19 66, by taking into his
possession the following described property, to-wit: _____

1 1962 Corvair, 700 Series, 2 dr. 6 cyl, #20727W146719 red/white

and whereas the said John E. Lacey
defendant in said writ, has failed and neglected, the the space of five days from the execution of said writ, to give
bond and take possession of said property as authorized by law.

Now is the said Termplan Incorporated

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment,
and pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise
to remain in full force and effect.

TERMPPLAN INCORPORATED

BY: Harold Brown (Seal)

MOBILE BONDING COMPANY (Seal)

BY: C. M. Horne (Seal)

Taken and approved this the 4th day of _____

Oct 19 66
Taylor Wilkins
Sheriff, ~~Mobile~~ County, Alabama
Baldwin

No. _____

COURT

MOBILE COUNTY

VS. { Detinue Forthcoming
Bond by Plaintiff

THE STATE OF ALABAMA,
Mobile County

DETINUE Bond and Affidavit

Know All Men by These Presents, That we TERMPLAN INCORPORATED
and MOBILE BONDING COMPANY
are held and firmly bound unto John E. Lacey of Baldwin County
County, in the sum of Two Hundred Fifty (\$250.00) Dollars, and costs to be paid to the said
John E. Lacey, his
heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bind
ourselves, and each of us, our and each of our heirs, executors and administrators, jointly, several-
ly and firmly, by these presents. Sealed with our seals and dated this 16 day of
September 19566

The condition of the above obligation is such, that whereas the above bound Termplan, Incorporated

on the day of the date hereof hath obtained at the suit of Termplan Incorporated
A Summons and complaint for the recovery of personal chattels in specie against John E. Lacey

and asks an endorsement on the summons, "That the Sheriff is required to take the property men-
tioned in said Complaint into his possession," as required by law in such cases, which Summons and
Complaint are returnable to the Court of General Sessions of Baldwin County, on the day
of, 195....., and which endorsement is made upon the plaintiff enter-
ing into this Bond.

Now, if the said Plaintiff shall fail in this suit, and pay the Defendant all such costs and dam-
ages as he

.....may sustain by reason of the wrongful complaint
in said cause, then this obligation to be void; otherwise to remain in full force and effect.

Approved:

TERMPLAN INCORPORATED

BY: Vernon E. Brewer (L. S.)

MOBILE BONDING COMPANY (L. S.)

BY: C. M. Howell (L. S.)

Atty-in-Fact

Rebecca Duck
Clerk of The Court of General Sessions of Mobile County.

FILED

SEP 16 1966

ALICE L. DUCK, CLERK
REGISTER

THE STATE OF ALABAMA,
Mobile County

notary public in and for

Before me, S-M. Wright, Clerk of The Court of General Session of Mobile County, personally

appeared Varnie E. Brewer

who, being duly sworn, depose and saith: That the property sued for in the complaint of

Termplan Incorporated vs. John E. Lacey

..... to-wit:

..... 1962 Corvair, 700 Series, 2 dr 6 cyl, #20727W146719, red/white

..... belongs to

Termplan Incorporated

the said Plaintiff.

Varnie E. Brewer

Sworn to and subscribed before me this ...16.....

day of September, 19 66.

Rose Marie Turner
Clerk of The Court of General Sessions of Mobile County.
Notary Public

437

No. 7173

DETINUE
Bond and Affidavit

VS.

THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY

The State of Alabama, }
Baldwin County

CIRCUIT COURT

No. _____

19__

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon John E. Lacey

to appear within thirty days from the service of this writ, in the Circuit Court to be held for said County
at the place of holding the same, then and there to answer the complaint of
Termplan Incorporated

Witness my hand this 16 day of Sept 1966

Paul J. Lacey, Clerk

COMPLAINT

TERMPAN, INCORPORATED

JOHN E. LACEY

Plaintiff

Versus

Defendant

-1-

The plaintiff claims of the defendant the following personal property, to-wit:

One 1962 Corvair, 700 Series, 2 dr. 6 cyl. #20727W146719, color
red/white, Tag No. 5-801, of the value of \$300.00.
with the value of the hire or use thereof during the detention
to-wit:
from June 20, 1966, to date.

-2-

The plaintiff claims of the defendant Eight Hundred Eighty-four
(\$884.00) Dollars due by promissory note made by him on May 12,
1965, and payable in twenty-four installments of \$68.00 each be-
ginning the 20th day of each and every month thereafter until paid,
with interest thereon.

-3-

The plaintiff claims of the defendant a reasonable attorney
fee as provided in the said promissory waive note.

~~XXXXXX THE VALUE OF THE HIRE OR USE THEREOF DURING THE DETENTION XXXXX~~

~~XX~~

FILED

SEP 16 1966

PAUL J. LACEY, CLERK
REGISTERED

Paul J. Lacey Plaintiff's Attorney.

State of Alabama

Baldwin County

CIRCUIT COURT

Termplan, Inc.

Plaintiff

VS.

John E. Lacey

Defendant

Detinue Summons and Complaint

Filed _____, 19____

FILED
SEP 16 1966
CLERK
Baldwin County, Alabama

Clerk

W. M. Thompson
Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

W. M. Thompson Clerk
Stood at m^e Hub - Foley
Executed by attaching
(1) 1962 Chevrolet
Cougar 700 Series
2 DR. 6 cyl.
Tag 5-801 A/A
1966
Jim Eastman
Deputy Sheriff
Foley, Ala
9-27-66

Sheriff claims 40 miles at 4.00

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY J. M. Eastman
DEPUTY SHERIFF

Defendant lives at

RECEIVED

Received in office

SEP 16 1966

, 19____

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this _____, 19____

by leaving a copy with

Att. made bond
10/4/66 by Termplan,
Inc., Mobile Bonding
Co. Property released
to Att.

Sheriff

Deputy Sheriff

Printed by Moore Printing Co.

439