

Club Esquire
Daphne, Alabama
May 17, 1967

No. 7204 $\frac{1}{2}$
Atlantic Discount Corp.
vs.
Doris Nell Watts

To - The Circuit Court,
Baldwin County,

Doris Nell Watts, is not and
employee of this Club and we do
not owe her any-thing.

This is an Incorporation Club.
Run by Members Only.

Mrs. D. L. Ramsey,
~~Manager~~
Manager

FILED

MAY 19 1967

ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA

CHATTEL MORTGAGE

A/C No. 4-5706

Mobile County

Know All Men By These Presents:

THAT WHEREAS the undersigned Doris Nell Watts
of 605 B Marmotte St. Mobile City, Mobile County, Alabama State,
hereinafter called the Mortgagor, is justly indebted to the Atlantic Discount hereinafter called the Mortgagee, in the
amount of Nine hundred Seventy Two DOLLARS, due by negotiable promissory note, bearing date 3-21-66
1966, and payable in monthly installments as follows, to-wit:

54.00 Dollars, on the 5th day of May, 19 66 and 54.00 Dollars
on the 5th day of each succeeding month thereafter, up to and including the 30 day of September, 19 67
and 54.00 Dollars on the 5th day of September, 19 67, with interest after maturity
until paid at the rate of six per cent per annum.

NOW, to secure the punctual payment of said indebtedness of \$ 972.00, the said Mortgagor does hereby grant,
bargain, sell and convey to said Mortgagee, Atlantic Discount the following property, together with all parts and appur-
tenances thereto or hereafter attached.

1 green divan, 1 green louing chair, 1 RCA radio, 1 floral design lamp,
1 21" RCA TV, 4 yellow chairs, 1 yellow table, 1 magh. bed, 1 magh. dresser
1 magh. dressing table

TO HAVE AND TO HOLD the same forever. Provided, however, if the said Mortgagor shall pay or cause to be paid such indebted-
ness to the Mortgagee or its assigns then these presents shall become null and void.

AND PROVIDED, ALSO, that it shall be lawful for said mortgagor to retain possession of said property at the Mortgagor's own
expense until the Mortgagor shall make default in payment of any installment of said note, or commit a breach of any of the cove-
nants or agreements hereof.

Said Mortgagor covenants and agrees with said Mortgagee as follows, to-wit:

The Property hereby conveyed shall remain in the possession of the mortgagor until default be made in the payment of said debt or
interest or some part thereof or in some other condition of this mortgage; but in the event of the sale or disposal or attempt to sell

or dispose of said property, or removal or attempted removal of same from Mobile County, Alabama
or any unreasonable depreciation in the value thereof or in the event that the said mortgagee shall deem itself insecure or in the event
of the failure or refusal of the mortgagor to produce and exhibit said property at any reasonable time upon demand of said mort-
gagee, or in the event that a proceeding in bankruptcy, receivership or insolvency be instituted against the mortgagor or mortgagor's
property, or should any suit or lien be instituted against the mortgagor affecting the property described herein, said mortgagee, may
take the said property or any part thereof into its possession.

In the event of failure to pay said note or any interest thereon or any part thereof when same shall be due, or to comply with any
of the other terms of this mortgage, when the same should be done (time being particularly of the essence of this agreement) then
all of said note and all installments of principal and interest then unpaid shall, at the option of the holder hereof, become immediately
due and payable, without demand or notice, said demand and notice being expressly waived herein.

Upon taking possession of said property, or any part thereof, either in the event of a default in the payment of any money due
under the terms hereof or as otherwise provided in this mortgage, the said mortgagee, may proceed to sell the same, or any part thereof,
at public or private sale, with or without notice (notice being hereby expressly waived) to the highest bidder for cash. The mortgagor ex-
pressly agrees that at such sale the mortgagee, may become the purchaser of said property. After satisfying the necessary cost, charges, ex-
penses and attorney's fee incurred in said taking and said sale, said mortgagee shall pay over to said mortgagor or legal representative
the surplus, if any, realized from said sale, and any deficiency resulting therefrom the mortgagor does hereby agree to pay. The un-
dersigned hereby exonerates the said mortgagee, and holds them harmless from all damages of trespass in entering the said, or any
other premises where the said property may be found, in the taking of said property. The undersigned hereby exonerates and fully
releases from all damages or charges any person or corporation from whom the property herein conveyed may be taken under the
terms of said mortgage, and the undersigned further authorizes any person in whose possession the said property may be, to turn over
to said mortgagee, upon demand therefor, any statements made by mortgagee, being prima facie evidence of the truthfulness of such
statements concerning any default in the conditions of this mortgage. The said mortgagor also agrees to protect and indemnify the said
mortgagee, from any landlord's or laborer's or mechanic's or garagemen's lien for rent, supplies, or labor, that may accrue against
said property or any damage that may be incurred in the taking thereof or in the selling or disposing of said property or any part
thereof. Any amounts paid out by the mortgagee for repairs or supplies in putting or keeping said property in first class condition,
which in the judgment of said mortgagee may be necessary, and any amounts paid by mortgagee for taxes, insurance and expenses
and attorney's fees, incurred by mortgagee or legal representatives, in collecting or attempting to collect any payments when due or
in protecting mortgagee's rights, shall be considered a part of the debt secured by this mortgage and shall be fully paid by mortgagor
on demand.

In the event the mortgagor herein shall become indebted to the mortgagee, for any other sum whether evidenced by a note or oper
account; then this instrument shall likewise be security for the payment of all such indebtedness after the full payment of all such
amounts herein referred to.

Undersigned agrees to keep said property fully, satisfactorily and constantly insured in some insurance company, which the mort-
gagee shall designate, against loss or damage by fire, theft, collision, embezzlement, and such other coverages as the mortgagee may
require, in the sum of at least 972.00 Dollars, and the policy or policies thereof constantly assigned or pledged and
delivered to said mortgagee, until all of said amounts to become due hereunder have been fully paid and satisfied, with full power to
receive, receipt for and collect all money that may become due and payable thereunder, and the same to apply toward payment of
said note and all other sums payable hereunder and that with the further power in said mortgagee, to assign said insurance, without
remuneration to mortgagor, to the purchaser of said property of any part thereof at any sale under this mortgage. And any failure to
constantly and adequately protect said mortgagee, with insurance as above, shall be a default for which said property may be taken and
sold under this mortgage as hereinbefore provided. All savings or dividends accruing from the insurance on the above property are
hereby expressed and waived.

The mortgagee is hereby authorized to obtain such insurance in the event of a failure on the part of the mortgagor to obtain and
pay for same and pledge and assign and deliver same, as hereinbefore provided; this mortgage shall be like security for the payment
of all such insurance premiums and the mortgagor agrees to pay said premiums on demand and the failure to promptly pay said pre-
miums shall be a default in the conditions of this mortgage.

The mortgagor further declares that he is the sole lawful owner of the property herein conveyed and that it is free of any and all
incumbrances whatsoever.

The use of the automobile, if one is herein conveyed, as a livery car or for hire or jitney purposes shall, at the option of the mort-
gagee be sufficient to warrant said mortgagee, to deem itself insecure under the terms hereof. No waiver of the terms and conditions
to be kept by the mortgagor shall be deemed to have been given by the mortgagee, unless the same be in writing signed by the mort-
gagee, and written in this instrument; and no verbal agreement concerning the same, either now or hereafter, shall be binding upon
the parties hereto; and the mortgagor further agrees that this instrument contains the entire agreement between the mortgagor and
the mortgagee.

The terms and conditions hereof shall be binding upon the said mortgagor, his or her heirs, executors, administrators, successors,
assigns, or legal representatives, and each and every right, power authority, permission, and exoneration shall inure to the use and
benefit of the successors, assigns or legal representatives of the mortgagee as fully and to the same extent as though their names were
written herein.

Mortgagor hereby does constitute and appoint the said mortgagee, attorney in fact to sign and receipt for any money that may be
due mortgagee or make and sign proofs of loss wherein claim against insurance companies or otherwise arises.

IN WITNESS WHEREOF, the Mortgagor, S ha S set her hand and sealed this 31st day of March A.D., 1966

WITNESS:

X Doris Nell Watts (SEAL)

WITNESS:

\$ 972.00Mobile
(City)3-21-
(Date)19 66This note is secured by
Chattel Mortgage on

FOR VALUE RECEIVED, I promise to pay

or order the sum of Nine Hundred Seventy Two 00/100 DOLLARS

HHG

at the office of Atlantic Discount Corp. in installments payable as follows, to-wit:54.00 Dollars, on the 5th day of May, 1966, and 54.00 Dollarson the 5th day of each succeeding month thereafter, up to and including the 30 day of September19 66, and 54.00 Dollars on the 5th day of September, 19 67, with
interest from maturity until paid at the rate of six per cent per annum.

If default is made in payment of any installment when due, (time being particularly of the essence of this agreement) then
all the remaining installments shall become due and payable at once. All signers, endorsers and parties to this instrument hereby
waive demand, protest and notice of non-payment and agree to all extensions and partial payments before or after maturity, and
agree to pay all collection charges, and if placed in the hands of an attorney after default agree to pay a reasonable attorney's fee.
The parties hereto, whether maker, surety or endorser, waive all rights of exemption which they have or may have under the Con-
stitution and Laws of this or any other State, or of the United States.

WITNESS:

X Doris Nell Watts

ATLANTIC DISCOUNT CORPORATION,)
a corporation,)
Plaintiff,)
VS.)
DORIS NELL WATTS,)
Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 72-04

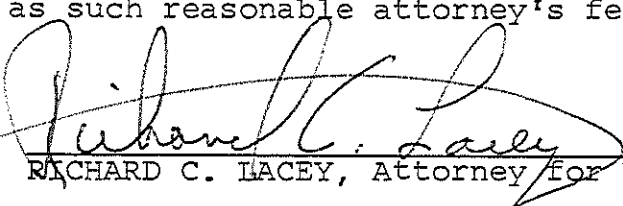
BILL OF COMPLAINT

I

Plaintiff claims of the Defendant NINE HUNDRED SIXTY-SEVEN AND 80/100 DOLLARS (\$967.80), due by promissory note, made by Defendant on March 21, 1966, and payable May 5, 1966.

Plaintiff further avers that in and by the terms of said note, the Defendant waives notice of presentment and all right of exemption under the Constitution and Laws of Alabama, or any other State, as to personal property, as to which waiver the Plaintiff now claims the benefit.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay all costs of collection or securing or attempting to collect or secure said note, including a reasonable attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of One Hundred Ninety-Three and 56/100 Dollars (\$193.56) as such reasonable attorney's fee.


RICHARD C. LACEY, Attorney for Plaintiff

Defendant resides at
Box 185
Montrose, Alabama

Defendant may be found at
Ed's Cleaners
Spanish Fort, Alabama

FILED
OCT 10 1966
ALICE L. BIRD, CLERK
REGISTER

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 Doris Nell Watts

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.....

.....Doris Nell Watts....., Defendant.....

by

.....Atlantic Discount Corporation, a corporation....., Plaintiff.....

Witness my hand this.....10.....day of.....Oct.....1966.....

Exempted
Oct 18, 1966
Joyce Williams
Roy Randall
DS

.....W. J. French....., Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Atlantic Discount Corporation,

a corporation

Plaintiffs

vs.

Doris Nell Watts

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

FILED
OCT 10 1966
AUG 1 DICK, CLERK
REGISTERS

Richard C. Lacey
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Box 185, Montrose, Alabama
May be found at
Ed's Cleaners, Spanish Fort, Al

Received In Office

OCT 10 1966 19.....

TAYLOR WILKINS, Sheriff

I have executed this summons

this Oct 18 1966

by leaving a copy with

Doris Nell Watts
Spanish Fort

Sheriff's Office 44 miles in

Ten Cents per mile Total \$4.40

TAYLOR WILKINS, Sheriff

BY Roy Randall
DEPUTY SHERIFF

Taylor Wilkins, Sheriff
Roy Randall, Deputy Sheriff

The State of Alabama

CIRCUIT COURT

COUNTY

Term, 19

Atlantic AccountNo. 720412 vs.Paris Nell Watts
Esquire Club, Daphne
Marine

BILL OF COSTS

CLERK'S FEES:		AMOUNT	SHERIFF'S FEES:		AMOUNT
1. Suits for \$100.00 or less	\$ 6.00	6 00	1. Serving summons and complaint	\$ 1.50	1 50
2. Suits for over \$100.00 but less than \$1000	10.00		2. Levying attachment and return	6.25	
3. Suits for \$1000.00 and over	20.00		3. Seizing personal property—Detinue	6.00	
4. Suits Detinue, ejectment, etc.	10.00		4. Approving bond, each	2.00	
5. Suits not otherwise provided for	10.00		5. Serving Garnishee—Writ	1.50	
6. Appeal from Justice of Peace, etc.	6.00		6. Serving Sci. Fa. or notice	1.50	
7. Garnishment on Judgment, etc.	6.00		7. Serving subpoenas, each	.75	
8. Workmen's Compensation—Petition Settlement	10.00		8. Impanelling Jury	.75	
9. Appeals from State Dept. of Pub. Safety, etc.	10.00		9. Serving Contempt Attachment	1.50	
10. Motion to sell real estate—J. P. levy	6.00		10. Collecting Execution for cost only	1.50	
11. Mandamus, writ of prohibition, etc.	15.00		11. Commissioners on Execution		
12. Recording Executions—State Agencies	3.00		12. Executing Writ of Possession, each	5.00	
13. Copy of Record—per 100 words	.15		13. Making Deed to Real Estate sold, each	2.50	
14. Certifying Abstract in transcript	5.00		14. Mileage, each	.10	
15. Record for Supreme-Appeals Ct. per 100 wds.	.15		15.		
16. Additional copies Record-Appeals per 100 wds.	.05		16.		
17. Taking Appeal Bond	.75		TOTAL SHERIFF'S FEES		6 30
18. Reporter's Transcript on Appeal	10.00		SUMMARY OF FEES, COSTS AND JUDGMENT:		
19. Appeals Courts Concurrent Jurisdiction	15.00		1. Clerk's Fees		6 00
20. Application-Habeas Corpus	6.00		2. Ex-Clerk's Fees		
21.			3. Sheriff's Fees		6 30
22.			4. Ex-Sheriff's Fees		
23.			5. Trial Tax		3 00
24.			6. Court Reporter's Fee, per day	\$	
25.			7. Witness Fees		
26.			8. Commissioner's Fees		
27.			9. Garnishee's Fees		
28.			10. Publisher's Fees		
29.			11. Court cost, orig. case		30 90
30.			12.		
31.			13. Clerk's Fees in Inferior Court		
32.			14. Sheriff's Fees in Inferior Court		
33.			15. Witness Fees in Inferior Court		
34.			16.		
35.			17. Justice of Peace Fees		
36.			18. Constable's Fees		
37.			19.		
38.			20. Cost in Appealed Cases Docketed (Total)		43 80
39.			TOTAL FEES AND COST		
40.			21.		
41.			22. Judgment	\$	1137 80
42.			23. 10% Damages	\$	
43.			24. Interest	\$	
44.			25.		
45.			26.		
46.			27.		
47.			28.		
48.			TOTAL JUDGMENT		
TOTAL CLERK'S FEES			TOTAL FEES, COST AND JUDGMENT		1181 60

I certify that the within is a true and correct Bill of Cost in the within styled case.

Alfred A. Davis

ATTEST: Clerk Circuit Court _____ County, Ala.

Received payment, this _____ day of _____, 19____.

ATTEST: _____

Clerk Circuit Court _____ County, Ala.

No. 7204 1/2 Page _____

The State of Alabama
COUNTY _____

CIRCUIT COURT

Atlantic Shipment

vs. Plaintiff _____

W. H. Bell & Co.

Esquire Club, Memphis, Ala.

Defendant _____

CIVIL COST BILL

Term, 19____

Fee Book _____, Page _____

Plaintiff's Attorney _____

Defendant's Attorney _____

STATE OF ALABAMA

Baldwin County

TODoris Nell Watts....., Defendant.....:

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

.....ATLANTIC DISCOUNT CORPORATION, a corp., Plaintiff.....

versusDORIS NELL WATTS....., Defendant.....

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

.....Esquire Club, Daphne, Alabama

has..... been named as Garnishee.....

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

.....20 day ofApril....., 19..67..

.....*Richard J. Luck*.....
Clerk of the Circuit Court.

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

.....
.....
.....
.....
Plaintiff....

VS.

.....
.....
.....
.....
Defendant....
