

2567-1

BORROWERS NAME(S) AND
ADDRESS(ES)MALONE, Roy L. And Wife Annie F
General Delivery
Seminole, Ala.

General Finance Loan Company

OF 3120 N. Pace Blvd.

ADDRESS Pensaco a, Fla.

DATE OF LOAN 11-20-64

AMOUNT OF LOAN 600.00

SCHEDULE OF PAYMENTS 24 X 34.39

FIRST PAYMENT DUE 1-1-65

FINAL PAYMENT DUE 11-20-66

SECURITY HHG O/C

AGREED RATE OF INTEREST:

3% PER MONTH ON THAT PART OF THE
UNPAID PRINCIPAL BALANCE NOT EXCEED-
ING \$300.00.2% PER MONTH ON ANY PART THEREOF
EXCEEDING \$300.00 AND NOT EXCEEDING
\$600.00.

DISBURSEMENT VOUCHER

Amount of Loan \$ 600.00

DEDUCTIONS

Balance Due on Loan No. 2206 \$ 146.42

Interest for days \$

Documentary Stamps \$.90

Recording Fees — Mortgage \$

Auto Lien \$

Releasing Fees — Mortgage \$

Auto Lien \$

Credit Life Ins. Prem. \$ 16.51

H and A Ins. Prem. \$ 24.76

Less Refund \$ 8.40

Net Credit Life Deduction \$ 32.87

DISBURSEMENTS

Checks to Undersigned and

Mid States \$ 70.00

Roy L. Malone \$ 349.81

\$

\$

Total Deductions and Disbursements (Subtract) \$ 600.00

Cash Received by Undersigned \$ -0-

Disbursed by *B. L. Malone*

The above amount of loan, together with interest at the agreed rate is payable in mon-
thly installments according to the above schedule; each installment being due on the
1st day of each month beginning with first payment due date and
continuing until the entire amount, plus interest, is paid in full.

NOTE

For value received, the undersigned, jointly and severally, promise to pay to the
above lender, at its above office the principal amount of this note together with interest
at the agreed rate in monthly installments, all as above stated, said payments to be
applied first to said interest then due and the remainder to said principal.

The unpaid balance of this note, or any part thereof, plus accrued interest may,
at the option of the undersigned, be paid at any time.

Default in the payment of any installment of the principal or interest hereof, or of
any part of either, shall, at the option of the holder hereof, and without notice or de-
mand, render the then unpaid balance of the principal hereof and accrued interest
hereon, at once due and payable, including all costs of collection and attorney's fees,
but only to the extent that such attorney's fees are included in a judgment entered
hereon.

Extension of the time of payment of all or any part of the amount owing hereon
at any time, or times, shall not affect the liability of any party hereto.

The undersigned acknowledges receipt of a statement in English as required by
Section 14 of Chapter 10177 of laws of Florida and Section 15 of Chapter 516, Acts of
1941, as amended.

The payee herein named is licensed by the State of Florida to make loans under
the Small Loan Law of Florida, Chapter 10177, Acts of 1925, as amended by Chapter
20728, Acts of 1941, and Chapter 516, as amended.

CHATTEL MORTGAGE

The undersigned, hereinafter referred to as mortgagor, hereby acknowledge receipt of a loan from above lender, mortgagee, as evidenced by
the above note of even date herewith, executed by undersigned and payable to mortgagee in the amount and upon the terms as above stated.

Now, therefore, in consideration of said loan and to further secure the payment of said note, the mortgagor hereby conveys and mortgages to said
mortgagee, its successors, and assigns, the chattels hereinafter described; provided, however, if said mortgagor shall pay and discharge said note accord-
ing to the terms thereof, then this mortgage to be void; otherwise to remain in full force and effect. All payments made at any time on said note shall be
applied first to said interest then due and the remainder to said principal until paid. The unpaid balance of said note or any part thereof, plus accrued
interest, may, at the option of the undersigned, be paid at any time.

Mortgagor represents, warrants, covenants, and agrees: that Mortgagor is lawfully seized of and has good right and title, free from encumbrances,
to mortgage and pledge said property; to deliver certificate of title (if any), showing this lien, to Mortgagee; to keep said property free of all taxes, liens
and encumbrances; that any payment or discharge (by Mortgagee) of taxes, liens, insurance and encumbrances on said property or any other amount owed
to Mortgagee by Mortgagor shall be secured by this mortgage; to keep said property covered by such insurance as Mortgagor may from time to time re-
quest, placing such insurance with companies acceptable to Mortgagee and deliver such policies (with less payable clause in favor of Mortgagee) to
Mortgagee; to apply the proceeds of any insurance, regardless how realized, to the liquidation of the amount due; not to remove the property from the
State, nor use it illegally, improperly or for hire, nor transfer any interest therein without prior written consent of Mortgagee or without accounting to
Mortgagee for the proceeds of any transfer; to pay all recording and other charges in connection therewith; to hold and save harmless the Mortgagee
from any and all liability arising from the use of the property.

It is understood and agreed that: time is the essence of this mortgage; the waiver and indulgence of any default in any of said terms, conditions,
covenants, representations and agreements shall not operate as a waiver of any subsequent default; each and every remedy herein contained shall be
cumulative and in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity; if the Mortgagor is in default on any
of the terms, conditions, covenants, representations and agreements of this mortgage, or should a petition in bankruptcy be filed by or against the Mortga-
gor, or any application made, or any proceeding commenced for the appointment of a receiver, trustee or liquidator for the Mortgagor, or any or all of
the Mortgagor's property, or if any execution, attachment, sequestration, or any Writ shall be issued or levied on the property, or any part thereof, or
if the Mortgagee shall at any time, in its sole judgment, feel itself insecure or unsafe or fear the diminution, removal or waste of the property, or any
part thereof, then and in any such event, the Mortgagee may declare the whole sum remaining unpaid and secured hereby, to be due and payable forth-
with, anything to the contrary thereof, herein and in said note notwithstanding; and the Mortgagee may take immediate possession of said property
wherever situated, without notice or proceeding at law or in equity, and sell the same at public or private sale, with or without having said property
at the place of sale, upon such terms and in such manner as the Mortgagee may determine, unless the State Laws prescribe a procedure on such sale,
and in such case, the sale shall be held according to such requirements. The Mortgagee shall have the right at any such sale, to purchase said prop-
erty; but in the event of such sale, out of the proceeds thereof shall be paid first all statutory costs and other expenses of taking possession and selling
said property; and second, there shall be paid all sums due and unpaid on said note; and third, any balance remaining after deducting any other
amount or amounts due to Mortgagee; or its assigns, from the Mortgagor, shall be paid to the Mortgagor; and it is agreed that in the event the sums
realized upon the sale be insufficient to pay said indebtedness and expenses, and any other amounts secured by this mortgage, the Mortgagor shall pay
any such deficiency with interest. Said Mortgagor does hereby expressly waive any action or right of action or any claims whatsoever that Mortgagor
may have against the Mortgagee, its agents or employees resulting from the repossession, removal or retention of said property, or any property therein
contained, or otherwise.

This mortgage shall be binding on the heirs, executors, administrators, successors, and assigns, of the Mortgagor, and as to all of its rights and priv-
ileges it shall inure to the benefit of the successors, and assigns of the Mortgagee, and it contains the entire agreement between the parties hereto, either
verbal or written. This mortgage shall cover any and all future advances made by the Mortgagee to the Mortgagor, whether specifically listed hereunder
or not. The Mortgagee is authorized to correct errors in this mortgage and the note executed in connection herewith.

Description of property mortgaged:

MOTOR VEHICLE	Make	Model No.	Body Style	Deluxe or Standard	New or Used	Serial No.	Motor No.	Cyl.	Year
	Pontiac		4dr				859A2690		59

Complete with all equipment, parts and accessories now thereon or hereafter attached or placed thereon by the mortgagor.
AND/OR

HHG

No.	Description	No.	Description	No.	Description	No.	Description
	refrig Gibson						
	gas stove Norge						
	auto washer Norge						
	3 beds						

Executed this 20th day of Nov

1964

WITNESSES: *William Stafford* 535 *Roy L. Malone* (SEAL)
Billy L. Malone *Annie F. Malone* (SEAL)

No.

CHattel Mortgage

TO

Return this Mortgage to
GENERAL FINANCE LOAN COMPANY

OF

after recording

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF

ss.

c Documentary Stamps
Attached to Note

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,
to me well known, and known to me to be the individual (or individuals) described
in and who executed the foregoing instrument, and acknowledged before me that executed the
same freely and voluntarily for the purposes herein expressed.

And I further certify that said, on a private examination before me, she being separate
and apart from her husband, acknowledged that she executed the same freely and voluntarily, and without any compulsion, restraint, apprehension, or fear of or from her husband.

WITNESS my hand and official seal this day of, 19.

(Notary Public or Other Authorized Officer)

My commission expires
(For Notaries Only)

GENERAL FINANCE LOAN COMPANY X
OF PENSACOLA EAST, a corpora- X
tion, X

Plaintiff, X

vs. X

ROY LINDEN MALONE and ANNIE X
F. MALONE, his wife, X

Defendants. X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7246

DEMURRER

Comes now the Plaintiff in the above styled cause by its attorneys and demurs to the counter-claim heretofore filed in the above styled cause on behalf of the Defendants and as grounds therefor shows unto the Court as follows:

1. That said counter-claim does not state a cause of action.
2. That said counter-claim is defective in its form and substance.
3. That there is a misjoinder of causes of action in said counter-claim.
4. That said counter-claim contains defensive material not amounting to a cause of action against the Plaintiff.
5. That said counter-claim seeks to join matters ex contractu with matters ex delicto.

CHASON, STONE & CHASON

By: John Earle Chason

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 22 day of December, 1966.

John E. Chason

FILED

DEC 27 1966

ALICE A. DUCK, CLERK
REGISTER

IN THE CIRCUIT COURT OF BALDWIN COUNTY,
STATE OF ALABAMA.

GENERAL FINANCE LOAN COMPANY
OF PENSACOLA EAST, a corporation,

Plaintiff,

vs.

ANSWER AND COUNTER-CLAIM

ROY LINDEN MALONE and ANNIE F.
MALONE, his wife,

LAW SIDE No. 7246

Defendants.

Comes now the Defendants, in person, filing their answer and counter-claim to the action filed by the Plaintiff herein, aver and allege as follows:

1. As to Count One, all of the material allegations therein contained are untrue and denied, except these Defendants admit signing a note, but they deny that any amount is now due and owing on same. BY WAY OF FURTHER ANSWER AND COUNTER-CLAIM, THE DEFENDANTS AVER AND ALLEGE AS FOLLOWS:

1. That the foregoing answer is filed subject to Motion requiring the Plaintiff to attach a true and correct copy of the note and/or written instrument on which they claim, and these defendants pray that the action be dismissed if this is not done forthwith and copy of said photostat served upon them by mail.

2. That when the Plaintiff signed some writing in Pensacola, Florida, they purchased at the same time an automobile and this same Plaintiff sold them automobile collision insurance which they informed these Defendants would cover any damage to said automobile, and that said automobile was wrecked and damaged in the sum of and it turned out that said automobile was not covered by collision insurance at the time as the Plaintiff herein promised and agreed that the same would be and the Defendants lost at least the sum of \$330.00

by reason of not having the insurance as agreed to and promised by the Plaintiffs herein and as paid for by these defendants.

3. That the Plaintiff herein is charging an excessive rate of interest and is guilty of usurious interest charges, that is, charging the Defendant more than the lawful interest rate and they request a full and complete accounting of all monies that have been paid by these defendants to the plaintiff and for a recovery of double the amount of the usurious charge made by the Plaintiff herein.

4. That the Defendant, Annie F. Malone, was an accommodation endorser on said paper and received no part of the money represented by any paper writing which she signed, and that prior to the loan for said automobile, the defendants herein already owed the Plaintiff about \$200.00 and that the plaintiff herein overcharged them in interest and other charges thereby violating the usury laws and these defendants request a full accounting by said Plaintiff.

WHEREFORE, the defendants pray that the Plaintiff take nothing by reason of said action and that the same be dismissed, and that the Defendants have trial by jury of the issues herein raised.

Roy Linden Malone
ROY LINDEN MALONE

Annie F. Malone
ANNIE F. MALONE

I hereby certify that a true copy of the foregoing was duly served on John Earle Chason, Chason, Stone & Chason, Attorneys at Law, Foley, Alabama, Attorney for Plaintiff, this the 30th day of November, 1966, by mail.

Roy Linden Malone
ROY LINDEN MALONE

FILED
DEC 6 1966
ALBANY, N.Y.
CLERK
FEDERAL COURTS

Route 1, Box 329
Seminole, Alabama.
December 2, 1966

Mrs. Alice J. Duck,
Clerk,
Circuit Court,
Baldwin County,
Bay Minette, Alabama

Dear Mrs. Duck:

Herewith enclosed you will find the original answer
in the case of General Finance Loan Company of Pensacola,
East, a corporation, vs. Roy Linden Malone and Annie F.
Malone, his wife.

Please file this of record for us and notify us by
return mail at the above address of any further proceedings
in this case.

Very truly yours,

ROY LINDEN MALONE

Roy Linden Malone

ANNIE F. MALONE

Annie F. Malone

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO: ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Roy Linden Malone and Annie F. Malone, his wife, 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 same, then and there to answer the complaint of General Finance Loan Company of Pensacola, East, a corporation.

Witness my hand this 8th day of November, 1966.

Alice J. Luck
Clerk

GENERAL FINANCE LOAN COMPANY	X	
OF PENSACOLA, EAST, a cor-		
poration,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	
	X	BALDWIN COUNTY, ALABAMA
vs		
	X	
ROY LINDEN MALONE and ANNIE F.	X	LAW SIDE
MALONE, his wife,		
	X	
Defendants.		7246
	X	

COUNT ONE:

The Plaintiff claims of the Defendants Three Hundred Sixty-two Dollars and Eleven Cents (\$362.11) due by promissory note made by them on the 20th day of November, 1964, and payable on, to-wit: the 20th day of November 1st day of September, 1966, with interest thereon, which sum of money is still unpaid.

The Plaintiff avers that in, by and as a part of said note the Defendants agreed to pay all costs of collecting, or securing or attempting to collect or secure said note, including a

reasonable attorney's fee whether the same be collected or secured by suit or otherwise and the Plaintiff further claims of the Defendants the further and additional sum of Seventy-five Dollars (\$75.00) as such reasonable attorney's fee.

CHASON, STONE & CHASON

By: John Earl Chason
Attorneys for Plaintiff

EX-11-17-66

FILED
NOV 8 1966
ALICE J. BUCK, CLERK
REGISTER

7246

Received 8 day of Nov. 1966
and on 17 day of Nov 1966
I served a copy of the within 8 & c
on Roy Linden Malone,
Annie J. Malone
By service on _____

GENERAL FINANCE LOAN COMPANY OF
PENSACOLA, EAST, a corporation,

Plaintiff, =

vs.

ROY LINDEN MALONE and ANNIE F.
MALONE, his wife, Seminole

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

SUMMONS AND COMPLAINT

FILED

NOV 8 1966

Alice J. Duck, CLERK
REGISTERED

CHASON, STONE & CHASON
ATTORNEYS AT LAW
P. O. Box 120
BAY MINETTE, ALABAMA

Sherriff claims 18.0
Total 18.42
TAYLOR WILKINS
BY Carlisle Children
DEPUTY SHERIFF

Seminole

We, the jury find for the plaintiffs -
Mary Jo Wharton, Foreman.
The assess damages for \$458.83.