

STATE OF Alabama  
COUNTY OF Mobile

P5281

\$ 216.00

For value received, the undersigned jointly and severally, promise to pay to the order of Hastings Motor Rebuilders Inc at its office, or such other place as may be designated by the holder hereof, the sum of Two hundred - sixteen and 00/100 - - - - - DOLLARS payable in 12 equal successive, weekly, semi-monthly, monthly installments of \$ 18.00 each, the first installment being due and payable on the 1st day of February, 19 66, and a final payment of the balance then remaining unpaid on the 1st day of January, 19 67, with interest thereon from maturity until paid at the rate of eight (8) per cent per annum.

If default is made in the payment of any installment when due, time being of the essence, then all the remaining installments shall immediately become due and payable. All parties to this note, whether maker, co-maker, endorser, sureties, or guarantors, severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice to either of them of such extension; and further agree to pay all costs of collection, including the payment of a reasonable attorney(s) fee for collecting or attempting to collect this obligation, and each hereby expressly waives as to this debt all of his right to claim exemptions to personal property under the Constitution and laws of the State of Alabama or of any other State in the United States.

It is further understood and agreed that the sum evidenced by this note represents the deferred balance of the total purchase price upon a time basis of the following personal property, accessories and/or repairs and materials this day purchased by the undersigned from the said payee and furnished by the said payee to the undersigned, as follows, to-wit:

Accessories	(Description)			
Repair work and materials	<u>transmission exchange</u>			
AUTOMOBILE:				
(Description)				
Year	Make of Car	Type of Body & Model	Motor No.	License or Serial No.
<u>1966</u>	<u>Ford V8</u>	<u>2 Door</u>	<u>08M6129320</u>	<u>5-13206</u>
For a DOWN PAYMENT on or before delivery of \$ <u>-0-</u> (cash) \$ _____ plus allowance for				
Make _____ Year _____ Body _____ \$ _____				
and a DEFERRED BALANCE of \$ <u>216.00</u> payable as set out above.				

Now, therefore, for the purpose of securing the punctual payment of the deferred balance of the total price of said property or services, as hereinabove described, the undersigned severally and jointly, hereinafter designated as the Mortgagor, does hereby grant, bargain, sell and convey to the said payee, the following described personal property, and now located at the address of the undersigned indicated above, the same being warranted free and clear from all liens and encumbrances whatsoever against any adverse claims.

AUTOMOBILE:

Year	Make of Car	Type of Body & Model	Motor No.	License or Serial No.
<u>1966</u>	<u>Ford V8</u>	<u>2 Door</u>	<u>08M6129320</u>	<u>5-13206</u>

OTHER PROPERTY:

The undersigned hereby acknowledges receipt of and accepts the property so this day purchased by the undersigned from the said payee "as is," having first examined and tested the same and found it to be in sound and first class condition, and the undersigned acknowledges that no warranties have been made by the said payee to the undersigned with respect to said property so purchased by the undersigned other than is expressly herein set out.

TO HAVE AND TO HOLD the same unto the said Mortgagee forever.

The holder shall have the right, during the life of this mortgage or at any time before the debt secured hereby is paid, to advance to the undersigned any additional sum and such advances shall likewise be secured by this mortgage.

The undersigned covenant to insure said property for its insurable value at the cost and expense of the undersigned against loss by fire, theft, collision or conversion, with loss, if any, payable to the holder as its interest may appear, and should the undersigned fail to procure such insurance, then the Mortgagee may, at its election, procure such insurance for its benefit, at the cost of the undersigned, but the holder shall not be obligated to do so, and the cost thereof shall be secured hereby.

The holder hereof is authorized to make settlement of any claim for any loss which may be incurred under any insurance policy issued hereunder and to receive and collect any monies which may become due and payable under the same and apply the proceeds thereof to the payment of the indebtedness secured hereby; and the holder is hereby further authorized to execute in the name and as attorney-in-fact for the undersigned such instruments as may be necessary in connection with the filing of claims, proofs of loss, release or any other instrument necessary to collect, settle or adjust any such claim, without liability to the undersigned for any alleged inadequacy of the settlement and adjustment.

Acceptance by the Mortgagee of any installment or payment after default shall not be deemed a waiver of such default nor shall the acceptance of such payment by the Mortgagee constitute a waiver of any subsequent default or of the Mortgagee's rights hereunder. It is further agreed that this instrument contains the entire agreement between the parties hereto.

Upon condition, however, that if the undersigned pays said indebtedness and shall do and perform all of the acts herein agreed to be done, this conveyance shall be void; otherwise to remain in force and effect; but if the undersigned shall fail to pay said indebtedness or any installment thereof, (time being of the essence), or in the event the Mortgagor shall transfer possession of said property, sell or remove same from said county or state or attempt to do so, without the written consent of the Mortgagee, or in the event the Mortgagor shall fail or refuse to exhibit said property at any reasonable time upon request of the Mortgagee, or should the Mortgagor violate or fail to comply with any provision herein contained, or should the Mortgagor be adjudicated a bankrupt or file a debtor's petition under the Bankruptcy Act or should any circumstances arise by reason of which the Mortgagee shall deem itself insecure; then, in any one of said events, the Mortgagee may, at its election, and without notice to the Mortgagor, declare the entire indebtedness hereby secured due and payable; and the Mortgagee shall have the right, without notice to or demand upon the Mortgagor, to take possession of said property, and to this end the Mortgagor agrees that the Mortgagee, its agents or assigns, may enter the premises of the Mortgagor or any premises over which he has control, with or without process of law; and the Mortgagor does hereby exonerate the Mortgagee and agrees to hold it harmless for all damages in connection therewith; and the Mortgagee shall have the right to sell said property at public or private sale, as it sees fit, with or without having said property at the place of said sale, and, if sold at private sale the Mortgagee need not give any notice of said sale, but, if sold at public sale, the Mortgagee shall give at least ten days' notice of the time, place and terms of said sale by publication one time in some newspaper published in said County and State; the Mortgagor further agrees that said sale, whether public or private, may be held at such place as Mortgagee sees fit to hold in same and that the Mortgagee may become the purchaser of said property; and the Mortgagor further agrees that the proceeds of said sale shall be applied first to the payment of the expense of such sale, including the expense in the taking possession of said property, court costs, bond premiums, attorney's fees, storage and wrecker charges; second, to the payment of the balance due on the indebtedness hereby secured; third, the balance, if any, shall be paid to the Mortgagor; and if the proceeds should not be sufficient to pay in full the balance due on said indebtedness, when applied as aforesaid, then, in that event, the Mortgagor promises to pay in full to the Mortgagee the amount of such deficiency upon demand by the Mortgagee.

That the Mortgagor covenants to keep the property herein described in first-class condition at all times at the expense of the Mortgagor and not to part with the possession of the property or remove it from the County aforesaid, nor to sublet the property, nor allow it to be used as a rental property; that the Mortgagor shall exhibit said property to the Mortgagee on demand, and will not use or permit the same to be used for or in connection with the storage, transportation, sale, barter, or gift of intoxicating liquor or other substance in violation of any law, State, Federal or Municipal.

That all of the terms and conditions of this mortgage shall apply to and be binding upon said Mortgagor, and the personal representatives, successors and assigns of the Mortgagor, and shall inure to the benefit of said Mortgagee and the personal representatives, successors and assigns of the said Mortgagee.

IN WITNESS WHEREOF, the Mortgagor, they have set their hand and seal this 21 day of December, 19 65.

Eugene D Ard (SEAL)  
Lois Ard

Eugene Ard

Gen. Del., Summerdale, Ala.

M. Rhodes

STATE OF Alabama  
COUNTY OF Mobile

For value received, the undersigned hereby sells, assigns, and transfers to  
Friendly Finance Service, Inc.

its successors, or assigns, with, without recourse the within chattel mortgage, and the note secured by the same appearing on the reverse side hereof, together with all rights, powers and privileges contained therein and all the right, title and interest in and to the property described and conveyed therein.

It is hereby represented by the undersigned to the purchaser of this paper, in order to induce its purchase of the note secured by this contract, that the signer(s) thereof is (are) more than 21 years old, and that the down payment therein referred to was made in cash as therein stated (unless written notice otherwise has already been given by the undersigned to the purchaser of this note and contract) and that no part of said down payment was lent directly or indirectly by the undersigned to purchaser(s) and should said representation prove untrue, undersigned agrees to buy the note secured by this contract from the holder thereof, upon its request, and to pay therefor not less than the amount owing thereon, plus any and all costs and expenses incurred in respect thereto, this agreement being cumulative to, and not restrictive of, the other rights of the holder hereunder or under the law, and to be effective regardless of whether said note is endorsed with or without recourse.

Witness our hand and seal this the 23 day of December, 1965

Hastings Metro Builders (L. S.)  
By Wesley Lee Hastings

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

ACCOUNT No. _____					
	FROM		TO		

FILED  
APR 12 1967  
CLERK  
REGISTER

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

Plaintiff, )

vs. )

EUGENE D. ARD and LOIS ARD, )

Defendants. )

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE.

7338

The Plaintiff claims of the Defendants, the sum of ONE HUNDRED FORTY FIVE AND 08/100 DOLLARS (\$145.08), the balance due upon a note executed by the Defendants on the 21st day of December 1965, in the amount of \$216.00, to Hastings Motor Rebuilders, Inc., of which note the Plaintiff is the Assignee, and payable in 12 monthly installments of \$18.00 each, the first installment to become due and payable on February 1, 1966, with interest thereon from June 1, 1966; 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 Defendants defaulted in their obligation to pay the installments as set out hereinabove.

Plaintiff further alleges that in and by the terms of said note, the Defendants 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 Defendants agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of \$25.00 as a reasonable attorney's fee in the premises.

Walter S. Patton  
Attorney for Plaintiff.

FILED

JAN 11 1967

ALICE L. DICK, CLERK  
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7338

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon EUGENE D. ARD and LOIS ARD  
ROUTE 1, SUMMERDALE, 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.....

EUGENE D. ARD and LOIS ARD....., Defendant.....

by FRIENDLY FINANCE SERVICE, INC., a corporation,  
....., Plaintiff.....

Witness my hand this 10th day of January 19 67.

Alvin J. Smith Clerk

544

Executed  
Jan 25-67  
for 27-67 E.W. And

Taylor Williams - Sh.  
Caroline Childress D.S.

No. *12338*

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

FRIENDLY FINANCE SERVICE, INC.,  
a corporation,

Plaintiffs

vs.  
EUGENE D. ARD and LOIS ARD

Defendants

SUMMONS AND COMPLAINT

Filed January 10..... 19..67..

Clerk

OWENS & PATTON

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

ROUTE I

SUMMIT

Received In Office

JAN 11 1967

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this ..... 19.....

by leaving a copy with

*Doc Ward - 1233-CC*  
*Exhibents to be filed - 22747*

Sheriff's Office..... *100* files

100 Certs. Dep. Atty. Gen. & 100

TAYLOR WILKINS, Sheriff

BY *Constance C. Williams*  
DEPUTY SHERIFF

*Constance C. Williams* Sheriff  
*W. H. Williams* Deputy Sheriff

*W. H. Williams*