

ACCOUNT NO. 2L-1606

CHattel Mortgage

MORTGAGEE:

MORTGAGORS (Names and Addresses)

Mickey C. Allen&Carolyn Allen&Dewey L. Godwin  
Box 107 Lincoln St.

APEX FINANCE CO.

227 S. WILSON AVENUE  
PRICHARD, ALABAMA

CITY Robertsdale COUNTY Baldwin STATE: ALABAMA

DATE OF NOTE AND THIS MORTGAGE	FACE AMOUNT OF NOTE	FIRST PAYMENT DUE	FINAL PAYMENT DUE
<del>XXXXXX</del> 7-8-66	\$ 432.00	8-15-66	1-8-68
FACE AMOUNT OF NOTE PAYABLE IN 18 MONTHLY INSTALLMENTS OF \$ 24.00 EACH, EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE.			

THIS MORTGAGE SECURES FUTURE ADVANCES AS PROVIDED BELOW

KNOW ALL MEN BY THESE PRESENTS; That the Mortgagors named above, for themselves and their heirs, executors, administrators and assigns, to secure the payment of the Face Amount of Note stated above, do bargain, sell and convey and hereby have sold and conveyed to the Mortgagee named above, its successors and assigns, sometimes called Mortgagee and sometime Lender, the goods and chattels hereinafter described, all of which Mortgagors warrant to be their exclusive unencumbered property, and, in addition, all other goods, chattels, and personal property, furniture and household goods hereafter to be acquired by the Mortgagors or either of them and kept and used in or about their premises or co-mingled with or substituted for any furniture, household goods, motor vehicle, parts or accessories herein mortgaged.

It is further agreed that this mortgage shall secure any note or notes executed and delivered to Mortgagee by Mortgagors at any time before the entire debt secured hereby shall be paid in full evidencing either a future loan by Mortgagee or a renewal of an unpaid balance of the above described note, or both such future loan and refinancing, but not exceeding in the aggregate at any one time an unpaid face amount of \$2000.

The property mortgaged is described as follows:

All of the household goods, furniture and personal property of every kind, nature and description now located in or about Mortgagors' premises at their address above set forth, including but not limited to:

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
CHIFFOROE	DESK	KITCHEN CABINET
CEDAR CHEST	PIANO	UTILITY CABINET
VANITY LAMPS	TABLE RADIO	PIECE BREAKFAST SET
PIECE LIVING ROOM SET	CABINET RADIO	LINOLEUMS
RUG	TABLE TELEVISION SET	WASHING MACHINE
	CABINET TELEVISION SET	VACUUM CLEANER

IF OTHER PROPERTY, DESCRIBE AS FOLLOWS:

1962 Ford Galaxie 500 4-dr Lic#5-16375 Mtr.#2V62X129226

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

The Mortgagors covenant to insure said property for its insurable value at the cost and expense of the Mortgagors against loss by fire, theft, collision or conversion, with loss, if any, payable to the holder as its interest may appear, and should the Mortgagors fail to procure such insurance, then the Mortgagee may, at its election, procure such insurance for its benefit, at the cost of the Mortgagors, 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 Mortgagors 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 Mortgagors 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 Mortgagors pay 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 Mortgagors shall fail to pay said indebtedness or any installment thereof, (time being of the essence), or in the event the Mortgagors 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 Mortgagors shall fail or refuse to exhibit said property at any reasonable time upon request of the Mortgagee, or should the Mortgagors violate or fail to comply with any provision herein contained, or should the Mortgagors 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 Mortgagors declare the entire indebtedness hereby secured due and payable; and the Mortgagee shall have the right, without notice to or demand upon the Mortgagors, to take possession of said property, and to this end the Mortgagors agree that the Mortgagee, its agents or assigns, may enter the premises of the Mortgagors or any premises over which they have control, with or without process of law; and the Mortgagors do hereby exonerate the Mortgagee and agree 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 Mortgagors further agree that said sale, whether public or private, may be held at such place as Mortgagee sees fit to hold same and that the Mortgagee may become the purchaser of said property; and the Mortgagors further agree 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 Mortgagors; 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 Mortgagors promise to pay in full to the Mortgagee the amount of such deficiency upon demand by the Mortgagee.

That the Mortgagors covenant to keep the property herein described in first-class condition at all times at the expense of the Mortgagors and no 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 Mortgagors 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 Mortgagors, and the personal representatives, successors and assigns of the Mortgagors, and shall inure to the benefit of said Mortgagee and the personal representatives, successors and assigns of the said Mortgagee.

WITNESS the hands and seals of Mortgagors.

WITNESSES:

Linda Blackman

1. Mickey C. Allen (Mortgagor) (SEAL)

2. Carolyn Allen (Mortgagor) (SEAL)

3. Dewey L. Godwin (Mortgagor) (SEAL)

ACCOUNT NO. 2L-1606

## CHattel MORTGAGE

**From**

Mickey C. Allen & Carolyn Allen  
& Dewey Lee Godwin

Box 107 Lincoln St.

Robertsdale, Alabama

**To**

**APEX FINANCE CO.**

227 S. WILSON AVENUE

PRICHARD, ALABAMA

**FILED**

JUL 00 1968

**ALICE J. DUCK**

CLERK  
REGISTER

APEX FINANCE CO.

## NEGOTIABLE NOTE

PAYEE:

ACCOUNT NO. 2L-1606

BORROWERS (Names and Addresses):

APEX FINANCE COMPANY

227 SO. WILSON AVENUE  
PRICHARD, ALABAMAMickey C. Allen & Carolyn Allen & Dewey L. Godwin  
Box 107 Lincoln St.

CITY <u>Robertsdale</u>	COUNTY <u>Baldwin</u>	STATE: ALABAMA	
DATE OF NOTE	FACE AMOUNT OF NOTE	FIRST PAYMENT DUE	FINAL PAYMENT DUE
<del>XXXXXX</del> 7-8-66	\$ 432.00	8-15-66	1-8-68
FACE AMOUNT OF NOTE PAYABLE IN <u>18</u> MONTHLY INSTALLMENTS OF <u>24.00</u> EACH, EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE.			

THIS NOTE IS SECURED BY A MORTGAGE ON HOUSEHOLD GOODS ☐ AUTOMOBILE ☒ REAL ESTATE ☐

1. For value received on the above indicated due date, I or we, the undersigned, jointly and severally promise to pay to the above-named payee, or order at its office above stated, the aforesaid amount of this Note in consecutive installments as above stated until fully paid. This note shall bear interest on the unpaid balance after maturity at the rate of 8% per annum. Borrower agrees to pay reasonable collection fees on each installment in default more than 10 days after due date.

2. In the event of default in the observance of the terms of this promissory note, time being of the essence, or default in any term or condition of any other obligation, agreement or indebtedness owing to the holder (or mortgagee) or default in the terms of any covenant, condition or agreement of the Mortgage securing this note within the time and manner specified therein, reference to which is hereby made, any such default shall, at the option of the holder, make the entire unpaid balance hereof at once due and payable. It is specifically understood and agreed that the holder may waive one or more such defaults without losing at any time the option to accelerate maturity upon any subsequent default.

3. The parties of this note, whether borrower, co-maker or co-makers, surety or sureties, or otherwise, hereby severally waive presentment, demand, notice of non-payment and protest and consent that the time of payment may be extended any number of times without notice or previous consent, hereby binding themselves jointly and severally, unconditionally, and as original promisors for the full payment of principal and interest and fees and further waive all rights of exemption, both as to personal property and homestead, under the laws of Alabama or any other state.

4. If this note is not paid at maturity, in whatever way its maturity may be brought about, and should the note be placed in the hands of an attorney for collection through suit or otherwise, or by collection through the Bankruptcy or Probate Court, the undersigned agrees to pay all costs of collecting, or securing, or attempting to collect or secure this contract and the debt arising hereunder, including a reasonable attorney's fee whether the same be collected or secured by suit or otherwise.

WITNESSES:

Linda B. Blackman  
\_\_\_\_\_  
\_\_\_\_\_

Mickey C. Allen (L.S.)  
Carolyn Allen (L.S.)  
Dewey L. Godwin (L.S.)  
Dewey L. Godwin

394

5535

937-7124

X  
APEX FINANCE COMPANY

Plaintiff

VS

MICKEY C. ALLEN,  
CAROLYN ALLEN and  
DEWEY LEE GODWIN

Defendants

I

I

I

I

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7782

1.


The Plaintiff claims of the Defendants THREE HUNDRED SEVENTY ONE and 20/100 DOLLARS (\$371.20), due by Promissory Note made by them on to-wit, July 8, 1966, and payable in 18 monthly installments of \$24.00 each. The first payment being due August 15, 1966 and a like payment on each successive month at the same rate per month until paid in full.

The Plaintiff avers that the said note provides that in the event there was a default in any of the terms of this note, the same at the option of the holder became due as to the entire unpaid balance.

The Plaintiff avers that the Defendants defaulted in their monthly payments and the holder thereof does now declare the entire balance now due.

The Plaintiff further avers that this note provided for an attorneys fee for collection of the same and the Plaintiff avers that \$75.00 is a reasonable attorneys fee for collection of this note.

WILTERS, BRANTLEY & NESBIT

  
Attorney for the Plaintiff

The Defendants can be served at Lincoln Street  
Robertsdale, Alabama.

FILED

OCT 12 1967

ALICE J. DUCK

CLERK  
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7782

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Mickey C. Allen, Carolyn Allen and  
Dewey Lee Godwin

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.....

Mickey C. Allen, Carolyn Allen and Dewey Lee Godwin....., Defendant.S...

by Apex Finance Company

....., Plaintiff.....

Witness my hand this 12<sup>th</sup> day of Oct. 1967

Alice J. Luck Clerk

No. 7782

Page.....

STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT

APEX FINANCE COMPANY

Plaintiffs

vs.

MICKEY C. ALLEN, CAROLYN ALLEN  
and DEWEY LEE GODWIN

Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

FILED

OCT 12 1967

Clerk

ALICE J. DUFFY  
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED

Received In Office

OCT 12 1967

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this Oct 13 1967

by leaving a copy with

Mickey C Allen  
Carolyn Allen  
Dewey Lee Godwin

150  
150

C. Childers

Taylor Wilkins Sheriff

Robert Childers Deputy Sheriff

R. Childers

APEX FINANCE COMPANY, )  
Plaintiff, )  
VS. ) IN THE CIRCUIT COURT OF  
MICKY ALLEN, et al, ) BALDWIN COUNTY, ALABAMA  
Defendants, ) AT LAW  
VS. ) CASE NO. \_\_\_\_\_  
MITCHELL CORPORATION, )  
Garnishee. )

MOTION

Comes now the Plaintiff in the above styled cause  
and moves the Court to dismiss the garnishment heretofore  
issued in this cause.

WILTERS & BRANTLEY

BY:

Tolbert M. Brantley

**FILED**

AUG 30 1968

**ALICE J. DUCK** CLERK  
REGISTER

APEX FINANCE COMPANY,

Plaintiff,

VS.

MICKY ALLEN, et al,

Defendants,

VS.

MITCHELL CORPORATION,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. \_\_\_\_\_

MOTION

Comes now the Plaintiff in the above styled cause  
and moves the Court to dismiss the garnishment heretofore  
issued in this cause.

WILTERS & BRANTLEY

BY:

Tolbert M. Brantley

FILED

AUG 30 1968

ALICE J. DUCK

CLERK  
REGISTER