

1223x
18x26.00

PERSONAL PROPERTY MORTGAGE

Acct. #190

\$ 468.00 Bay Minette Baldwin County, Alabama,
Feb. 11 1966

THE UNDERSIGNED, promises to pay to the order of STEPHENS INVESTMENT, a corporation, at the office of said corporation in the City of BAY MINETTE, Alabama, the sum of \$ 468.00, with interest at the rate of 26.00 % per annum, in installments of \$ 26.00 each, the first installment becoming due and payable on March 11, 1966 and one installment in a like amount becoming due and payable on eleventh day of each successive month thereafter until the indebtedness is paid in full. The undersigned, as to this debt, hereby waives all right of exemption under the Constitution and laws of Alabama, as to personal property and agrees to pay all costs of collecting or attempting to collect or secure this note, including a reasonable attorneys fee. Upon failure to pay any installment as the same falls due, all of the installments, whether due or not, shall become immediately due and payable.

WITNESS:

1. P. A. Taylor
2. _____

NOW THEREFORE, in order to secure the prompt payment of the above indebtedness as the same falls due, the undersigned does hereby grant, bargain,

transfer, sell and convey unto STEPHENS INVESTMENT, a corporation, the following described property, now in the Undersigned's possession, which the Undersigned warrants to belong to the Undersigned, and is free of all legal and equitable encumbrances, to-wit:

1955 Chevrolet Dr. 18 54-554330000

BALDWIN COUNTY
I certify that this instrument was filed
and the following tax collected on

Deed \$ _____ Mort. \$ 4.75
Book 196 Page 370
Judge of Probate H
Recorded Feb 16 1966

TO HAVE AND TO HOLD the above described property unto STEPHENS INVESTMENT, a corporation, its successors and assigns forever; upon condition, however, if the Undersigned shall well and truly pay said indebtedness as the same falls due, then this conveyance be null and void, but should the undersigned fail to pay said debt as the same falls due, or fails to comply with the terms or conditions of this mortgage, or a proceedings in bankruptcy, receivership, or insolvency be instituted against the mortgagor or his property, or in the event the property is in danger of confiscation by the State or Federal government, or in the event the mortgagor deems itself insecure, or in the event the mortgagor transfers

title to a third person, or in the event the mortgagor abandons said property, then in any such event STEPHENS INVESTMENT, a corporation, its agent or attorney is hereby empowered to declare the full amount of the indebtedness immediately due and payable and to take possession of said property, and to sell the same at either public or private sale, whichever it deems best and out of the proceeds of such sale or sales, shall first pay the expenses of collection and selling, including a reasonable attorneys fee; second, to the principal indebtedness including additional advances, insurance premiums, taxes and storage from date of repossession; and the interest thereon, and the balance, if any, shall be paid over to the mortgagor. The holder of this mortgage may purchase said property at foreclosure sale. In the event of default the mortgagor may take immediate possession without demand, including any equipment or accessories thereto and for that purpose may enter upon the premises where said property may be and remove the same and if a motor vehicle, may take possession of any other property that may be in said motor vehicle at the time of repossession and may hold same temporarily for mortgagee without liability; mortgagor waives all cause of action or rights that he may have against the mortgagee, its agent or attorney, for trespass or for illegally taking possession of said property. From due date (stated or accelerated) the debt bears interest at eight per cent per annum. The undersigned shall keep said property free of all taxes, liens, and encumbrances, and shall not abuse or damage said property and will not convey said property to any third person until this mortgage is paid in full;

this mortgage shall stand as security for any other indebtedness owed by the undersigned to STEPHENS INVESTMENT, a corporation, up to the cancellation of the mortgage; the mortgagee, at its option, may insure said property against loss or damage by fire, collision, or the elements, and charge said premiums so paid to the mortgagor for which the mortgage shall stand as security. Mortgagor shall not use said property illegally, improperly, or for hire, and shall not, without express permission of the mortgagee, remove said property from the County of his residence, or transfer or otherwise dispose of any interest in said property. The undersigned agrees to pay for the cost of recording this instrument.

SIGNED this the 11 day of February, 1966, at Bay Minette, Alabama

WITNESS:

1. P. A. Taylor
2. _____

Stephens Investment (L. S.)
Mortgagor
Beaumont B. H. Hester

Paid 26
4.75
26
4.75 int = 497.50

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STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Gene De La Fosse 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 thereto answer the complaint of Stephens Investment Corporation, a Corporation.

Witness my hand, this the 20th day of May, 1968.

Alice J. Book
CLERK

STEPHENS INVESTMENT
CORPORATION, a CORPORATION

PLAINTIFF

VS

GENE DE LA FOSSE

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 8148

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1. The Plaintiff claims of the Defendant FOUR-HUNDRED FORTY-EIGHT and NO/100 (\$448.00) DOLLARS as the balance due on a promissory note for \$468.00 made by him on the 11th day of February 1966 and payable on the 11th day of February, 1967, with interest thereon.

The said note contains waiver of exemption and provides for a reasonable attorney's fee whereof Plaintiff claims benefit.

W. H. Hay
Attorney for Plaintiff

Defendant may be served at

Edmonds Apt.
Clay Street
Bay Minette, Alabama

FILED

MAY 20 1968

ALICE J. BOOK

CLERK
REGISTER

NUMBER:

8148

STEPHENS INVESTMENT
CORPORATION, a CORPORATION

PLAINTIFF

VS

GENE DE LA FOSSE

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

FILED

MAY 20 1968

ALICE J. DUCK

CLERK
REGISTER

SUMMONS AND COMPLAINT

W. Hayes, Atty

Received 20 day of May 1968
and on 21 day of May 1968
I served a copy of the within It c
on Gene De La Fosse

By service on _____

TAYLOR WILKINS, Sheriff

By W. A. LaFosse

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.00 EACH
FOR SERVING 1 PROCESS(ES) AND
TRAVEL EXPENSE ON EACH OF \$1.50
PROCESS(ES) OR A TOTAL OF \$1.50