

# SECURED INSTALLMENT NOTE

\$ 360.00

Bay Minette, Ala., February 12, 1968

FOR VALUE RECEIVED, the undersigned promises to pay to the order of

BAY MINETTE LOAN COMPANY

the sum of Three Hundred Sixty and No/100

DOLLARS in Lawful

Money of the United States at Bay Minette Loan Co., Bay Minette, Ala., said indebtedness being payable in 36

wk installments as follows: 36 installments of \$ 10.00 and installments of \$

beginning Feb 19, 1968 and same day of each and every month thereafter until \$360.00 shall have been paid with interest after maturity at the rate of 8% per annum.

All parties liable hereon, whether makers, endorsers, sureties, guarantors, agree, and each for himself, if this note does not bear interest on its face, to pay a discount rate thereon of \_\_\_\_\_ per cent, per annum until maturity. It is understood and agreed that a late charge of five cents per dollar will be paid by the maker(s) on each installment more than fifteen days in arrears.

There has been deposited and pledged as collateral security for the payment of this note, and/or any and all other liability or liabilities of the undersigned to the holder or owner thereof, whether the same be now existing, or hereafter contracted, now due, or hereafter to become due, whether contracted directly with the owner or holder, or whether by the holder or owner acquired by assignment or otherwise from another, and whether said liability be absolute or contingent, joint or single, or both, the following property, to-wit:

All kitchen and household furniture I now own or acquire during the term of this note.

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their or its assigns, on the non-performance of this promise, or non payment of any of the liabilities above named, at any time or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral, at private sale, with or without notice, at the market price, and if there is no market price, then at such price as holder or owner deems reasonable; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed, or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any and all other debt or debts hereby secured, and also any and all other debt or debts which the undersigned may now or hereafter owe the owner or holder of this note either as principal, surety, endorser, or otherwise, and if any surplus remains, the same shall be paid to the undersigned. If any of said other liability or liabilities of the undersigned to said owner or holder shall not be promptly paid when due, or if a petition in bankruptcy shall be filed against or a voluntary petition in bankruptcy shall be filed by the undersigned or any endorser, surety or guarantor, then this note and all said other indebtedness shall, at the option of said owner or holder, become forthwith due and payable.

All parties liable hereon, whether makers, endorsers, sureties, or guarantors, hereby severally waive, each for himself as to this debt, or any part thereof, all right to exemption under the Constitution and Laws of Alabama, or any other State, as to personal property, and they renew severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, each of the same be collected or secured by suit or otherwise. And the makers, endorsers, sureties, and guarantors of this note severally waive demand, presentment, protest, notice of protest and dishonor, suit and all other requirements necessary to hold them, and they agree that there is no contract or understanding made or had by them, or either of them, with the payee, or any other person, which in any manner limits or affects their liability on this paper. The bank at which this note is payable is hereby authorized to apply on or after maturity, the payment of this debt, any funds in said bank belonging to the makers, sureties, endorsers, guarantors, or any of them.

In case default shall be made in the payment of any one of said installments, or in case of the violation of any of the terms or provisions of this note, then the remaining unpaid installments shall immediately thereupon become due and payable at the option of the holder of this note, and the holder shall have the right at its option to proceed immediately for the collection of the unpaid installments thereof, together with interest thereon.

of the note witness whereof, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ on the day and date above written with \_\_\_\_\_

EST: P. O. Box 539

ATTY: Robertsdale, Ala.

Walter W. Hammond, Jr. (L. S.)  
Walter W. Hammond, Jr. (L. S.)

We, the endorers hereof, severally waive all rights to exemption under the Constitution and Laws of this or any other State, and agree to pay a reasonable attorney's fee for collection or attempting to collect this note; and also waive demand, notice of dishonor, presentment, protest and notice thereof, and all other requirements necessary to hold us and each of us. We further agree to be bound by all the terms and obligations contained and expressed in the face of this note, and that any and all payments made by, or extensions granted to the maker and/or endorser, shall extend or toll the statute of limitations as to all endorers the same as to the maker.

In witness whereof \_\_\_\_\_ have hereunto set \_\_\_\_\_ and \_\_\_\_\_ and seal \_\_\_\_\_ on the day and date of this instrument.

\_\_\_\_\_  
(L. S.)

\_\_\_\_\_  
(L. S.)

4/16/68

7/9/68

360.00
100.00
<hr/>
260.00
80.00
<hr/>
180.00

Proceeds Of This Note Received  
In Cash.

*W. H. Hammond Jr.*

BAY MINETTE LOAN COMPANY,  
a CORPORATION

Complainant

VS.

WALTER W. HAMMOND, JR.

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 8228

1.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED EIGHTY AND NO/100 (\$180.00) DOLLARS balance due after all proper credits given on a promissory note made by the Defendant on the 12th day of February, 1968 and payable as follows: 36 weekley installments of \$10.00 each week until principal and interest are paid, the first payment due February 19, 1968. The Plaintiff avers that the Defendant defaulted in the payments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from February 12, 1968. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in the collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$30.00.

WILTERS, BRANTLEY & NESBIT

BY: *Walter W. Hammond, Jr.*  
Attorney for Plaintiff

FILED

OCT 17 1968

ALICE J. BUCK CLERK  
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - 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 Walter W. Hammond, Jr.

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.....

Walter W. Hammond, Jr......, Defendant.....

by Bay Minette Loan Company, a Corporation

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

Witness my hand this 17 day of Oct. 19 68

Allice J. Black Clerk

E4:10-17-68

306

No. 8328

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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Bay Minette Loan Company,

a Corporation

Plaintiffs

vs,

Walter W. Hammond, Jr.

Defendants

SUMMONS AND COMPLAINT

Filed FILED 19.....

OCT 17 1968

Clerk

ALICE J. DUCK

CLERK  
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

P. O. Box 539, Robertsdale  
Alabama

Received In Office

OCT 17 1968

19.....

Sheriff

I have executed this summons

this

by leaving a copy with

Walter Hammond

Sheriff claims 72 miles

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY: Bodenhamer  
DEPUTY SHERIFF

Sheriff

Deputy Sheriff

R. H. Cule