

LIBERTY LOAN CORPORATION	)	IN THE CIRCUIT COURT OF
OF MOBILE, a corporation,	)	BALDWIN COUNTY, ALABAMA
Plaintiff,	)	
VS.	)	
LAMAR NICHOLSON and	)	
FANNIE NICHOLSON,	)	
Defendants.	)	CASE NO. 8386

MOTION TO REINSTATE

Comes now the Plaintiff in the above style cause, by and through its attorneys, Tyson, Marr and Friedlander, and moves this Honorable Court set aside the order heretofore entered herein on the 7th day of February, 1969, dismissing the said case, and as grounds for said motion, says and shows unto this Honorable Court as follows:

That counsel for the Plaintiff inadvertently missed the setting of the term of this Court, and counsel not regularly practicing in this Court, did not realize the term had been held and the cases dismissed until after the said action was taken.

WHEREFORE, Plaintiff prays that the order heretofore entered on the 7th day of February, 1969, be set aside, and the case restored to the trial docket, and Plaintiff prays for such other, further and different relief to which it may be entitled, premises considered.

TYSON, MARR AND FRIEDLANDER  
Attorneys for Plaintiff

By

*[Signature]*  
For the Firm

**FILED**

MAR 6 1969

**ALICE J. DUCK** CLERK  
RECEIVED

*Reinstated 3-7-69*  
*Alice J. Duck*  
Clerk

STATE OF ALABAMA    )  
BALDWIN COUNTY        )

To any sheriff of the State of Alabama:

You are hereby commanded to Summon Lamar Nicholson and Fannie Nicholson 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 the same, then and there to answer the complaint of Liberty Loan Corporation of Mobile, a corporation.

Witness my hand, this 22 day of Oct., 1968.

Alice J. Clark  
Clerk

LIBERTY LOAN CORPORATION  
OF MOBILE, a corporation

Plaintiff,

VS.

LAMAR NICHOLSON and FANNIE  
NICHOLSON

Defendants.

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

)

)

)

CASE NO. 8386

Plaintiff claims of Defendants \$170.90 for that on the 6th day of October, 1962, Plaintiff made a cash loan to defendants in the amount of \$300.00, evidenced by promissory note, which said note bears interest at the rate of 3% per month on that part of the principal balance not exceeding \$200.00, and 2% per month on that part of the principal balance exceeding \$200.00 but not exceeding \$300.00. Plaintiff avers that its precomputed interest is in the amount of \$123.25, and that the sum of \$252.35 has been paid toward said note. Plaintiff further avers that it is a licensee under the Alabama Small Loan Act of 1959, known as Act 374, and that its principal place of business is in Mobile County, Alabama and it is a licensee under the Alabama Small Loan Act and is in compliance with said Act and was so licensed at the time the loan was made.

TYSON, MARR & FRIEDLANDER  
Attorneys for Plaintiff

By

[Signature]  
For the Firm

Defendants may be served:

927 Carroll Ave.  
Bay Minette, Alabama

FILED

OCT 22 1968

ALICE J. BUCK

CLERK  
REGISTER

8386

Liberty Loan Corporation  
of Mobile, a Corp.  
Pltz.

vs.

Lamar Nicholson &  
Fannie Nicholson

Summons & Complaint

FILED

OCT 22 1968

ALICE J. BUCK

CLERK  
REGISTER

Lyon, Marr & Friedlander  
A-H-4

Sheriff claims \_\_\_\_\_  
Ten Cents per mile Total \$ 8.00  
BY D.O. Adams DEPUTY SHERIFF  
TAYLOR WILKINS, Sheriff

Received 22 day Oct 1968  
and on 1 day of Nov 1968  
I served a copy of the within At  
on Lamar & Fannie Nicholson

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By W.D. Adams

Orville

## LOAN CONTRACT AND CHATTEL MORTGAGE

LIBERTY LOAN CORPORATION OF MOBILE  
1572 ST. STEPHENS ROAD  
MOBILE, ALABAMA

HE 2-8705

(B) AGREED RATE OF CHARGE { 3% per month on that part of the unpaid cash principal balance  
not in excess of \$200; 2% per month on that part of the unpaid  
principal balance in excess of \$200 but not exceeding \$300.

(C) BORROWERS - MORTGAGORS (Names and Addresses):  
(PRIMARY OBLIGORS)

ACCOUNT NO.  
3844(D) DATE FIRST  
PAYMENT DUE:

11-6-62

AND MONTHLY  
PAYMENTS DUE  
ON SAME DATE  
EACH MONTH.

Lamar Nicholson  
1113 Pecan Street  
Mobile Alabama

(E) DATE OF LOAN CONTRACT:	(F) FACE AMOUNT OF NOTE:	(G) CASH ADVANCE:	(H) AMOUNT OF CHARGES:	(I) DATE OF MATUR- ITY AND FINAL PAYMENT DUE:
10-6-62	\$ 423.38	\$ 300.00	\$ 123.38	11-6-64

(J) PAYMENT SCHEDULE:

25 MONTHLY PAYMENTS OF \$ 16.93  
EXCEPT FINAL PAYMENT SHALL BE THE  
UNPAID BALANCE OF NOTE PLUS ANY  
UNPAID CHARGES.

INSURANCE  
PREMIUM, IF (G)  
IS \$100 OR MORE  
\$ 6.61

OFFICIAL FEES

\$ 2.75

Four Hundred Twenty-Three and no/100 Dollars

SECURITY FOR  
THE NOTE

LIFE INSURANCE

CHATTEL MORTGAGE ON

HOUSEHOLD GOODS

AUTOMOBILE

~~RECORDS OF THE ALABAMA DEPARTMENT OF REVENUE, MOBILE, ALA.~~  
(STRIKE OUT ABOVE ITEMS NOT APPLICABLE)

FOR VALUE RECEIVED the undersigned jointly and severally promise to pay to the order of the Lender named at (A) above, at its above office, the face amount of the loan as stated at (F) above, being the cash advance of this note as stated at (G) above, together with the amount of charges at (H) above, computed at the agreed rate as stated at (B) above until fully paid. Payment of principal and interest shall be made as indicated at (J) above in consecutive monthly installments beginning on the due date for the first installment stated at (D) above, and continuing on the same day of each succeeding month to and including the stated due date for the final installment stated at (I) above.

The Borrowers may prepay this loan in whole or in part at any time. In case of prepayment in full by cash, a new loan, renewal or otherwise one month or more before the final installment date, the Borrowers shall be entitled to a refund or credit as provided in Section 14(4) (a) of the Alabama Small Loan Act.

In case of default in the payment of all or any part of any installment, the Lender may at its option declare an acceleration of the maturity of this note, rendering the entire outstanding balance immediately due and payable. For any installment past due for 15 days, according to the original terms of this note, either by reason of default or extension agreement Lender may make an additional charge to the Borrowers equal to 3% of the installments past due, such charge to be paid once and no more for each amount past due.

Interest as provided in Section 14 (1) shall be charged from the due date of the final installment until six months thereafter and at the rate of 8% per annum from and after the expiration of said six months.

Notwithstanding any terms hereof to the contrary, the cash advance stated at (G) above shall be repayable within 25 calendar months from the date hereof.

Extension of the time of payment of all or any part of the amount owing hereon or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor, or surety hereof, it being the intent of all parties to this note that they shall continue jointly or severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-Makers, endorsers, guarantors, sureties, and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest and notice of demand, non-payment and protest of this note.

NOW THEREFORE, to secure the aforesaid payments, and to secure the repayment of future advances, or renewals thereof, not exceeding in the aggregate the amount of principal stated at (G) above, as the Mortgagee may elect to make to the Mortgagors, the Mortgagors hereby SELL, ASSIGN, TRANSFER and CONVEY to the Mortgagee and its assigns the chattels described below, of which chattels the Mortgagors covenant to be the sole owners without encumbrance, and also all future replacements thereof and property of the same kind hereafter acquired.

ALL of the household goods, furniture and personal property of every kind now located in or at the Mortgagors' residence at their address stated at (C) above.

1 Hotpoint Electric Range 4 Burners, 1 Table Model 21" Zenith TV Set, 1 22 Claibre Automatic Rifle with Telescope sight

MAKE OF AUTO	YEAR	BODY	MOTOR NUMBER	SERIAL NUMBER
Chevrolet	1953	2-Door	#C53A657211	Same

TO HAVE AND TO HOLD, but upon the condition that if the Mortgagors shall make all such payments as the same become due and shall perform the covenants and warranties hereinafter set forth, then this conveyance shall become void, but otherwise shall remain in full force and effect.

The Mortgagors covenant and warrant with and to the Mortgagee that the chattels herein described will be kept and well cared for at their present location, and that they will not be sold, assigned, leased, encumbered, attached or taken, or placed in storage, except with the Mortgagee's written consent.

If the Mortgagors shall fail to pay all or any part of any installment of principal and interest secured hereby, when due, whether upon the loan for which this instrument has been executed or upon future advances made hereunder, or renewals thereof, or in the event of breach of any of the foregoing covenants and warranties, or if the Mortgagors or either of them shall become the object of bankruptcy or insolvency proceedings or shall make any assignment for the benefit of creditors, or if the Mortgagee shall reasonably feel itself insecure, then the Mortgagors give express permission to the Mortgagee to enter upon the premises of Mortgagors, or any place where said goods and chattels, or any part thereof, may be found, and take possession thereof and sell all or any part of said property at private or public sale without notice for the best price it can obtain. Mortgagee is authorized to become a purchaser at said sale. Mortgagee may retain out of the proceeds of such sale the unpaid balance due hereunder, together with interest thereon, and render the surplus, if any, to Mortgagors; and hold Mortgagors liable for any balance due and unpaid.

Any failure of Mortgagee to enforce this mortgage for a particular default or breach shall not constitute a waiver of its right to do so for a subsequent default or breach. The remedy or remedies herein accorded Mortgagee shall be in addition to, and not in limitation of, any other right or remedy which the Mortgagee shall have.

The obligations of the Mortgagors hereunder shall be joint and several unless there be but one Mortgagor in which case the word "Mortgagors" and all terms relative thereto shall be read as singular. The provisions of this instrument shall inure to and be binding upon the parties hereto and their respective heirs, successors and assigns.

The Mortgagors acknowledge receipt of a copy of this loan contract and chattel mortgage in the English language as required by law.

IN WITNESS WHEREOF the Borrowers - Mortgagors have hereto affixed their hands and seals on the date stated at (E) above.

WITNESS:

*Paul Repka*

*Lamar Nicholson* (Seal)

AGENT MAKING LOAN:

*George S. Turner, Jr.*

*Fannie Mae Nicholson* (Seal)

No. \_\_\_\_\_

**LOAN CONTRACT AND CHATTEL MORTGAGE**

TO

DATE

INTEREST

PRINCIPAL

COPIES

REMARKS

ORIGINAL SENT TO THE BANK OF AMERICA, N.Y. & CO. NEW YORK, N.Y. FOR RECORDING

DATE OF PAYMENT 12/21/2000

12.21

12.21

12/21/2000

12/21/2000  
12/21/2000  
12/21/2000