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NOTE

DOMESTIC FINANCE CORPORATION

51 West Hurog Street

SULLIVAN, ALEX E. & GLADYS

LOAN NO. 5424

51 West Huron Street Corner Huron and Franklin Buffalo 2, New York

191 ESSER STREET, BUFFALO, NEW YORK

June 20, 1952

July 20, 1952

AMDINT OF LOWN

Solve to the unpaid principal balance of this loan not in excess

Agreed rate of \$100, 2% per month on any part thereof in excess of \$100 but not in excess of \$300 and ½ of 1% per month on any remainder thereof.

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of Domestic Finance Corporation at its above office the amount of loan above stated, together with interest at the above rate until fully paid.

Payment of principal and interest shall be made in consecutive monthly payments as above indicated beginning on the stated due date for the first payment and continuing on the same day of each succeeding month to and including the stated due date for the final payment. Payment in advance may be made in any amount. Every payment made hereon shall be applied first to interest to date of actual payment and the remainder to principal. Default in making any payment shall, at the option of the holder hereof and without notice or demand, render the entire unpaid balance of the principal hereof and accrued interest thereon at once due and payable.

The makers, sureties, endorsers, and guarantors hereby severally waive demand for payment, notice of non-payment, protest and notice of protest of this note and consent to any extensions of time or modification of terms of payment without notice.

WITNESSES

Mobile Deulik aft E. Sullisten

Walt E. Sullisten

Walt E. Sullisten

Walter Sullisten

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DOMESTIC FINANCE CORPORATION 51 West Huron Street Corner Huron and Franklin Buffalo 2, New York

SULLIVAN, ALEX E. & GLADYS 191 ESSER STREET, BUFFALG, NEW YORK 5~42 K

AND INTERPRET

LOAN NO.

DATE OF NOTE AND OF THIS CHATTEL MORTGAGE: FIRST PAYMENT DUE DATE: DATE OF FINAL PAYMENT AND OF MATURITY June 20. AMOUNT OF LOAN: OTHER PAYMENTS PAYABLE IN FINAL PAYMENT WHICH SHALL BE EQUAL TO UNPAID PRINCIPAL MONTHLY PAYMENTS CONSISTING OF PRINCIPAL AND INTEREST AT THE AGREED RATE SHOWN BELOW.

MORTGAGORS (NAMES AND ADDRESSES)

Agreed rate of interest:

170<u>.00</u>

2½% per month on that part of the unpaid principal balance of this loan not in excess of \$100, 2% per month on any part thereof in excess of \$100 but not in excess of \$300 and ½ of 1% per month on any remainder thereof.

The Mortgagors above named have this day executed and delivered their promissory note payable as above described to the order of Domestic Finance Corporation at its above office and evidencing a loan made by said corporation in the actual amount aforesaid. By the terms thereof every payment thereon shall be applied first to interest to date of actual payment and the remainder to principal; payment may be made in advance in any amount; and default in making any payment shall, at the option of the holder of the note and without notice or demand, render the entire unpaid balance of the principal thereof and accrued interest thereon at once due and payable.

NOW THEREFORE, in consideration of said loan and to secure the payment thereof, the Mortgagors hereby convey and mortgage to said Domestic Finance Corporation, its successors and assigns (hereinafter called Mortgagee), the goods and chattels hereinafter described (together with all other property of the same or similar kind which may at any time hereafter be acquired by the Mortgagors and including any goods and chattels substituted for any of the property herein mentioned, all of the foregoing being sometimes hereinafter collectively referred to as "property" or "mortgaged property") to have and to hold the same forever; provided however, if the Mortgagors well and truly pay and discharge said note and any renewals or extensions thereof, according to the terms thereof, then these presents shall cease and be void.

Mortgagors may possess said property until default in paying any installment on said note or breach of any of the conditions or covenants hereof. At any time when any such default or breach of any condition or covenant hereof shall exist then the entire sum remaining unpaid on said note shall at the option of the holder of said note become due and payable, and this mortgage may be foreclosed; and the Mortgagee may, without notice or demand, enter into any building or upon any premises where said property or any part thereof may be situated and take possession of any or all of said property without process of law and with or without notice to the Mortgagors sell the property so taken at public auction or private sale as in its judgment may seem best. The proceeds of any sale hereunder shall be applied on the indebtedness secured hereby and any surplus shall be paid to the Mortgagors. If the proceeds of any such sale shall not be sufficient to pay said indebtedness, Mortgagors agree to pay the deficiency forthwith.

The Mortgagors covenant that they exclusively possess and own said property free and clear of all encumbrances, that they will warrant and defend the same against all persons except the Mortgagee and that, excepting a motor vehicle, none of said property will be removed from its present location and no motor vehicle mortgaged hereunder will be removed from the State without first obtaining the written consent of Mortgagee. Any failure of the Mortgagee to enforce any of its rights or remedies hereunder shall not be a waiver of its right to do so thereafter. Whenever the context so requires plural words shall be construed in the singular.

Description of mortgaged property now located at Mortgagor's residence address above set forth:

All household goods of every kind, character and description owned by Mortgagors

13 pc. bedroom suite, 1 chest of drawers, 1 kitchen set, 1 gas range.

1940 Plymouth Sedan Serial# 11022782 Motor# 1024005

Executed and delivered the day of the date hereof above written.

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## Summary of Sections 46-c, e, f, 48, 48-a, b, c and 49 of the Personal Property Law of New York

Sec. 46-c-No assignment of future earnings, securing or relating to any indebtedness-aggregating-less than one thousand dollars shall be valid for any purpose unless: (a) it is contained in a separate written instrument in type of the size specified, and contains specified designation of instrument in the title and before the signature, (b) it identifies specifically and describes the transaction to which it relates, including name and address of assignee, basis of indebtedness, date on and place at which payments to be made, and contains a summary of Sections 46-c, e, f, 48, 48-a, b, c and 49 of Personal Property Law, (c) such assignment is security only for transaction or series or renewal thereof described therein, and no other valid assignment exists in connection therewith, except that under specified conditions assignment securing a guarantee of payment of goods amounting to fifteen hundred dollars or less shall be valid.

Sec. 46-e—No assignment of future earnings shall be valid unless personally executed by assignor and copy thereof with any papers

attached, together with copies of any papers executed by assignor pertaining to transaction are delivered to assignor.

Sec. 46-f—Except as in Article IX of the Banking Law no person shall receive for the use and sale of his personal credit or for making or continuing a loan in anticipation of earnings assigned outright or on the security of an assignment of earnings a greater sum than 18% per annum as interest or otherwise, except the charges permitted by Section 380 of the General Business Law. Provides penal-

Sec. 48-No assignment of future earnings except to bank, trust company or credit union to be filed with employer until ten days have elapsed after written notice mailed to assignor, addressed as prescribed, stating that unless amounts in default are paid within ten days from date of mailing, assignment will be filed with assignor's employer; but such notice not to be mailed by assignee until twentyone days have elapsed after default of payment by assignor, and contains substantially following language; "Bring this notice with you when making any payment on account of your indebtedness and have payment endorsed on this notice"; if payment accepted by assignee after such notice given, and if noted by assignee at time of acceptance, assignor no longer considered in default for purpose of filing assignment with employer, but on subsequent default assignment may be filed on compliance with same prescribed provisions.

Sec. 48-a—Earnings, as payable, covered by any assignment, commencing with first payment after expiration of ten days from date of filing with employer of true copy of assignment, properly authenticated and setting forth prescribed information. Amount collectible not to exceed 10% of earnings on assignment relating to indebtedness less than one thousand dollars, such assignment effective if at time of filing no other assignment, no garnishment against earnings or no order under Section 793 of Civil Practice Act is in force. While such assignment in effect, no other deductions shall be made from earnings on any such subsequent assignment or garnishment.

See: 48-b No assignment effective unless carnings of assignor at least thirty dollars per week if assignor employed in city of two hundred and fifty thousand or more population and at least twenty-five dollars per week if assignor employed elsewhere.

Sec. 48-c—Validity of any assignment not affected by unemployment, cessation of employment or by changes of employers.

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Summar	y of Section	ns 46-c,	e, f,	48,	48-a,	b, c and	49	of the	Personal	Property	Law	of New	Y	ork	4
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Sec. 46-c-No assignment of future earnings, securing or relating to any indebtedness aggregating less than one thousand dollars shall be valid for any purpose unless: (a) it is contained in a separate written instrument in type of the size specified, and contains specified designation of instrument in the title and before the signature, (b) it identifies specifically and describes the transaction to which it relates, including name and address of assignee, basis of indebtedness, date on and place at which payments to be made, and contains a summary of Sections 46-c, e, f, 48, 48-a, b, c and 49 of Personal Property Law, (c) such assignment is security only for transaction or series or renewal thereof described therein, and no other valid assignment exists in connection therewith, except that under specified con-

ditions assignment securing a guarantee of payment of goods amounting to fifteen hundred dollars or less shall be valid.

Sec. 46-e—No assignment of future earnings shall be valid unless personally executed by assignor and copy thereof with any papers attached, together with copies of any papers executed by assignor pertaining to transaction are delivered to assignor.

Sec. 46-f—Except as in Article IX of the Banking Law no person shall receive for the use and sale of his personal credit or for making or continuing a loan in anticipation of earnings assigned outright or on the security of an assignment of earnings a greater sum than 13% per annum as interest or otherwise, except the charges permitted by Section 380 of the General Business Law. Provides penalties for violation of Section.

Sec. 48-No assignment of future earnings except to bank, trust company or credit union to be filed with employer until ten days have elapsed after written notice mailed to assignor, addressed as prescribed, stating that unless amounts in default are paid within ten days from date of mailing, assignment will be filed with assignor's employer; but such notice not to be mailed by assignee until twentyusys from date of mating; assignment with de nied with assignor's employer; but such notice not to be mailed by assignee until twenty-one days have clapsed after default of payment by assignor, and contains substantially following language; "Bring this notice with you when making any payment on account of your indebtedness and have payment endorsed on this notice"; if payment accepted by assignee after such notice given, and if noted by assignee at time of acceptance, assignor no longer considered in default for purpose of filing assignment with employer, but on subsequent default assignment may be filed on compliance with same prescribed provisions.

Sec. 48-a—Earnings, as payable, covered by any assignment, commencing with first payment after expiration of ten days from date of filing with employer of true copy of assignment, properly authenticated and setting forth prescribed information. Amount collectible not to exceed 10% of carnings on assignment relating to indebtedness less than one thousand dollars, such assignment effective if at time of filing no other assignment, no garnishment against earnings or no order under Section 793 of Civil Practice Act is in force. While such assignment in effect, no other deductions shall be made from earnings on any such subsequent assignment or garnishment.

Sec. 48-b-No assignment effective unless earnings of assignor at least thirty dollars per week if assignor employed in city of two

hundred and fifty thousand or more population and at least twenty-five dollars per week it assignor employed elsewhere.

Sec. 48-c—Validity of any assignment not affected by unemployment, cossation of employment or by changes of employers.

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ELLIOTT G. RICKARBY

## **RICKARBY & RICKARBY**

E. G. RICKARBY, JR.

FAIRHOPE, ALABAMA 20 July 1953

Mrs. Alice J. Duck Clerk, Circuit Court Bay Minette, Ala.

Dear Mrs. Duck:

Re: Domestic Finance Corp. Vs: Alex & Gladys Sullivan

Enclosed herewith is detinue summons and complaint in the above mentioned cause together with deposit for costs in the sum of \$15.00.

Please process. Defendants' address is Fairhope, Ala.

Yours very gruly,

E. G. Rickarby, Jr.

R/i

cc: Mr. J. G. Bennett

cc: Mr. & Mrs. Alex Sullivan

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Encs.

No 2045'
Nomestre Finance Corps Alex Sullivaro & Gladys Sullivair

> macont gill 1-23.53

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DOMESTIC FINANCE CORPORATION,

a Corporation, Plaintiff

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

-75-

ALEX E. SULLIVAN and

GLADYS SULLIVAN,

Defendants

## COMPLAINT

The Plaintiff claims of the Defendants the following personal property, to-wit:

COUNT ONE: (1) 1940 Plymouth Sedan, Serial #11022782, Motor #1024005; (1) 3 piece bedroom suite; (1) chest of drawers; (1) kitchen set; and (1) gas range, with value of the hire or use thereof during the detention, to-wit: from 20 September, 1952.

count TWO: The Plaintiff claims of the Defendants the sum of One Hundred Fifty-three and 09/100 Dollars (\$153.09) damages for conversion by them on the 20 day of September, 1952, the following chattels, the property of the Plaintiff: (1) 1940 Plymouth Sedan, Serial #11022782, Motor #1024005; (1) 3 piece bedroom suite; (1) chest of drawers; (1) kitchen set; and (1) gas range.

count three: The Plaintiff claims of the Defendants the sum of \$153.09 due from them by promissory note made by them on to-wit, the 20th day of September, 1952, and due uand fpayable on to-wit, the 20th day of September, 1952, which sum of money is still due and unpaid.

RICKARBY & RICKARBY

E. G. Rickarby, Jr. Attorney for Plaintiff

Defendants' address is Fairhope, Alabama.

Domestic Finance Corp., CoPlaintiff

S Sys-Alex Sullivan Alex Sullivan, Bladys Sullivan, Defendant

Complaint

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MICE J. DIICK, Clerk

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No. 2045 Page	Defendant lives at
THE STATE OF ALABAMA BALDWIN COUNTY	
CIRCUIT COURT	RECEIVED IN OFFICE
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Plaintiffs	I have executed this summons
vs.  Qladys Sullivan and Alex	this
Sullivan Defendants	Hladys Sullivan
SUMMONS and COMPLAINT	
Filed 7-23-53 ,19	
alice J. Duck Clerk	
Rickarby Plaintiff's Attorney	Tank Malan Sherif
Defendant's Attorney	A. John C. Deputy Sherif