

TO ANY SHERIFF OF THE STATE OF ALABAMA-GREETINGS:

Witness my hand this 23<sup>rd</sup> day of October, 1953.

C L ~~E~~ R K.

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C O M P L A I N T.

Defendant.

NÓ.

C O U N T     O N E.

Attorney for the Plaintiff.

Received in Sheriff's Office  
this 23 day of Oct, 1953  
TAYLOR WILKINS, Sheriff

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

RECORDED NO. 2113

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PUBLIC FINANCE COMPANY,  
A CORPORATION,

Plaintiff,

Vs.

HARVEY B. SMITH,

Defendant.

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SUMMONS AND COMPLAINT.

FILED

OCT 23 1953

ALICE J. DUCK, Clerk

TELFAIR J. MASHBURN, JR.

ATTORNEY-AT-LAW

BAY MINETTE, ALABAMA

Received 7 day of Nov 1953  
and on 7 day of Nov 1953  
I served a copy of the within  
on \_\_\_\_\_

By service on Harvey B. Smith

TAYLOR WILKINS, Sheriff  
By Taylor Wilkins D.S.

STATE OF ALABAMA  
Mobile County

873

PUBLIC FINANCE CO.  
CHATTEL MORTGAGE

Know All Men By These Presents:

THAT WHEREAS, the undersigned Harvey Smith  
of Rt. 2 Box 58 Street, Bay Minette City, Baldwin County, Alabama State,  
hereinafter called the Mortgagor, is justly indebted to the Public Finance Co., hereinafter called the Mortgagee, in the amount of  
780.00 DOLLARS, due by negotiable promissory note, bearing date October 15, 1952, and payable in monthly installments as  
follows, to-wit:  
52.00 Dollars, on the 15th day of November, 1952, and 52.00 Dollars  
on the 15th day of each succeeding month thereafter, up to and including the 15th day of January  
1954, and \_\_\_\_\_ Dollars on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, with  
interest from maturity until paid at the rate of eight per cent per annum.

NOW, to secure the punctual payment of said indebtedness of \$ 780.00 the said Mortgagor does hereby grant, bargain, sell and convey to said Mortgagee, Public Finance Co., the following property, together with all parts and appurtenances thereto or hereafter attached.

1946 Chevrolet Aero Fleetline Mtr.# DAA 130176 Lic.# 2C 20394 1952 Alabama

TO HAVE AND TO HOLD the same forever. Provided, however, if the said Mortgagor shall pay or cause to be paid such indebtedness to the Mortgagee or its assigns then these presents shall become null and void.

AND PROVIDED, ALSO, that it shall be lawful for said mortgagor to retain possession of said property at the Mortgagor's own expense until the Mortgagor shall make default in payment of any installment of said note, or commit a breach of any of the covenants or agreements hereof.

Said Mortgagor covenants and agrees with said Mortgagee as follows, to-wit:  
The Property hereby conveyed shall remain in the possession of the mortgagor until default be made in the payment of said debt or interest or some part thereof or in some other condition of this mortgage; but in the event of the sale or disposal or attempt to sell or dispose of said property, or removal or attempted removal of same from Mobile County, Alabama or any unreasonable depreciation in the value thereof or in the event that the said mortgagee shall deem itself insecure or in the event of the failure or refusal of the mortgagor to produce and exhibit said property at any reasonable time upon demand of said mortgagee, or in the event that a proceeding in bankruptcy, receivership or insolvency be instituted against the mortgagor or mortgagor's property, or should any suit or lien be instituted against the mortgagor affecting the property described herein, said mortgagee, may take the said property or any part thereof into its possession.

In the event of failure to pay said note or any interest thereon or any part thereof when same shall be due, or to comply with any of the other terms of this mortgage, when the same should be done (time being particularly of the essence of this agreement) then all of said note and all installments of principal and interest then unpaid shall, at the option of the holder hereof, become immediately due and payable, without demand or notice, said demand and notice being expressly waived herein.

Upon taking possession of said property, or any part thereof, either in the event of a default in the payment of any money due under the terms hereof or as otherwise provided in this mortgage, the said mortgagee, may proceed to sell the same, or any part thereof, at public or private sale, with or without notice (notice being hereby expressly waived) to the highest bidder for cash. The mortgagor expressly agrees that at such sale the mortgagee, may become the purchaser of said property. After satisfying the necessary cost, charges, expenses and attorney's fee incurred in said taking and said sale, said mortgagee shall pay over to said mortgagor or legal representative the surplus, if any, realized from said sale, and any deficiency resulting therefrom the mortgagor does hereby agree to pay. The undersigned hereby exonerates the said mortgagee, and holds them harmless from all damages of trespass in entering the said, or any other premises where the said property may be found, in the taking of said property. The undersigned hereby exonerates and fully releases from all damages or charges any person or corporation from whom the property herein conveyed may be taken under the terms of said mortgage, and the undersigned further authorizes any person in whose possession the said property may be, to turn over to said mortgagee, upon demand therefor, any statements made by mortgagee, being prima facie evidence of the truthfulness of such statements concerning any default in the conditions of this mortgage. The said mortgagor also agrees to protect and indemnify the said mortgagee, from any landlord's or laborer's or mechanic's or garageman's lien for rent, supplies, or labor, that may accrue against said property or any damage that may be incurred in the taking thereof or in the selling or disposing of said property or any part thereof. Any amounts paid out by the mortgagee for repairs or supplies in putting or keeping said property in first class condition, which in the judgment of said mortgagee may be necessary, and any amounts paid by mortgagee for taxes, insurance and expenses and attorney's fees, incurred by mortgagee or legal representatives, in collecting or attempting to collect any payments when due or in protecting mortgagee's rights, shall be considered a part of the debt secured by this mortgage and shall be fully paid by mortgagor on demand.

In the event the mortgagor herein shall become indebted to the mortgagee, for any other sum whether evidenced by a note or open account; then this instrument shall likewise be security for the payment of all such indebtedness after the full payment of all such amounts herein referred to.

Undersigned agrees to keep said property fully, satisfactorily and constantly insured in some insurance company, which the mortgagee shall designate, against loss or damage by fire, theft, collision, embezzlement, and such other coverages as the mortgagee may require, in the sum of at least \_\_\_\_\_ Dollars, and the policy or policies thereof constantly assigned or pledged and delivered to said mortgagee, until all of said

amounts to become due hereunder have been fully paid and satisfied, with full power to receive, receipt for and collect all money that may become due and payable thereunder, and the same to apply toward payment of said note and all other sums payable hereunder and that with the further power in said mortgagee, to assign said insurance, without remuneration to mortgagor, to the purchaser of said property of any part thereof at any sale under this mortgage. And any failure to constantly and adequately protect said mortgagee, with insurance as above, shall be a default for which said property may be taken and sold under this mortgage as hereinbefore provided. All savings or dividends accruing from the insurance on the above property are hereby expressed and waived.

The mortgagee is hereby authorized to obtain such insurance in the event of a failure on the part of the mortgagor to obtain and pay for same and pledge and assign and deliver same, as hereinbefore provided; this mortgage shall be like security for the payment of all such insurance premiums and the mortgagor agrees to pay said premiums on demand and the failure to promptly pay said premiums shall be a default in the conditions of this mortgage.

The mortgagor further declares that he is the sole lawful owner of the property herein conveyed and that it is free of any and all incumbrances whatsoever.

The use of the automobile, if one is herein conveyed, as a livery car or for hire or jitney purposes shall, at the option of the mortgagee be sufficient to warrant said mortgagee, to deem itself insecure under the terms hereof. No waiver of the terms and conditions to be kept by the mortgagor shall be deemed to have been given by the mortgagee, unless the same be in writing signed by the mortgagee, and written in this instrument; and no verbal agreement concerning the same, either now or hereafter, shall be binding upon the parties hereto; and the mortgagor further agrees that this instrument contains the entire agreement between the mortgagor and the mortgagee.

The terms and conditions hereof shall be binding upon the said mortgagor, his or her heirs, executors, administrators, successors, assigns, or legal representatives, and each and every right, power authority, permission, and exoneration shall inure to the use and benefit of the successors, assigns or legal representatives of the mortgagee as fully and to the same extent as though their names were written herein.

Mortgagor hereby does constitute and appoint the said mortgagee, attorney in fact to sign and receipt for any money that may be due mortgagee or make and sign proofs of loss wherein claim against insurance companies or otherwise arises.

IN WITNESS WHEREOF, the mortgagor ha set his hand and seal this 15th day of October, A. D., 1952

X Harvey Smith (SEAL)  
Harvey Smith

\$ 780.00 Prichard, Alabama October 15 1952  
(City) (Date)

FOR VALUE RECEIVED, I I promise to pay PUBLIC FINANCE CO.

or order the sum of Seven hundred and eighty and 00/100 DOLLARS

at the office of Public Finance Company in installments payable as follows, to-wit:

52.00 Dollars, on the 15th day of November, 1952, and 52.00 Dollars

on the 15th day of each succeeding month thereafter, up to and including the 15th day of January

1954, and \_\_\_\_\_ Dollars on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, with

interest from maturity until paid at the rate of eight per cent per annum.  
If default is made in payment of any installment when due, then all the remaining installments shall become due and payable at once. All signers, endorsers and parties to this instrument hereby waive demand, protest and notice of non-payment and agree to all extensions and partial payments before or after maturity, and agree to pay all collection charges, and if placed in the hands of an attorney after default agree to pay a reasonable attorney's fee. The parties hereto, whether maker, surety or endorser, waive all rights of exemption which they have or may have under the Constitution and Laws of this or any other State, or of the United States.

X Harvey Smith  
Harvey Smith

873

This note is secured by  
Chattel Mortgage on

1946 Chevrolet  
Aero Fleetline  
Mtr.#DAA 130176  
Lic.#2C 20394  
1952 Alabama

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**CHattel MORTGAGE**

FROM

Harvey B. SmithBay Minette, Alabama

TO

**Public Finance Co.**Prichard, Alabama

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PUBLIC FINANCE CO.

General Management Corp.

PUBLIC FINANCE CO.

General Management Corp.

PUBLIC FINANCE COMPANY,  
A CORPORATION,  
  
Plaintiff,  
  
VS.  
  
HARVEY B. SMITH,  
  
Defendant.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
  
AT LAW. NO. 2113

NOTICE TO DEFENDANT

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

You are hereby commanded to notify HARVEY B. SMITH that on the 29th day of June, 1956, a writ of garnishment in the above stated case was issued to R. D. SMITH PRODUCE COMPANY, 3103 Springhill Avenue, Mobile, Alabama, as garnishee.

And you will return this writ according to law.

Witness my hand and official seal this 29th day of June,  
1956.

Alice J. Duck  
CLERK *W*

340

205

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW. NO. 2113 1/2

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PUBLIC FINANCE COMPANY,  
A CORPORATION,  
Plaintiff,  
VS. 37 16  
c  
HARVEY B. SMITH,  
Defendant.

FILED  
JUN 29 1956  
\*\*\*\*\*  
ALICE J. DUCK, Clerk

NOTICE TO DEFENDANT.

Defendant may be served at:  
3103 Springhill Avenue,  
Mobile, Alabama

Received in Sheriff's Office  
this 29 day of June 1956  
TAYLOR WILKINS, Sheriff

EXECUTED  
This 3rd day of July, 1956  
by serving a copy of the within on  
Harvey B. Smith  
RAY D. BRIDGES, Sheriff  
By A. J. Chatham D.S.

The Sheriff claims 16  
miles at 10¢ per mile for  
a total of \$ 1.60  
Ray Bridges, Sheriff  
Mobile County, Alabama

PUBLIC FINANCE COMPANY,  
A CORPORATION,

Plaintiff,

VS.

HARVEY B. SMITH,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. 211#

AFFIDAVIT ON JUDGMENT

Personally appeared before me, ALICE J. DUCK, Clerk of the Circuit Court in and for said County, Telfair J. Mashburn, Jr., who, being duly sworn, deposes and says that on, to-wit: the 19th day of January, 1954, Public Finance Company, A Corporation, recovered a judgment in the Circuit Court of Baldwin County, Alabama, against HARVEY B. SMITH, on a promissory waive note, for the sum of \$281.13 and the further sum of \$12.60 costs of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that the R. D. Smith Produce Company, 3103 Springhill Avenue, Mobile, Alabama, has, or is believed to have, in its possession, or under its control, money or effects belonging to the said defendant, or that the said R. D. Smith Produce Company is believed to be indebted to the said HARVEY B. SMITH.

Telfair J. Mashburn Jr.

Sworn to and subscribed before me this 29th day of June, 1956.

Alice J. Duck  
Clerk of the Circuit Court of  
Baldwin County, Alabama.

STATE OF ALABAMA, 0

COUNTY OF BALDWIN. 0

TO ANY SHERIFF OF THE STATE OF ALABAMA:

Whereas, Telfair J. Mashburn, Jr., has made affidavit as required by law that on, to-wit: the 19th day of January, 1954, PUBLIC FINANCE COMPANY, A CORPORATION, recovered a judgment in the Circuit Court of Baldwin County, Alabama, at Law, against HARVEY B. SMITH, on a promissory waive note, for the sum of \$281.13, and the further sum of \$12.60 costs of suit; and that he believes the process of

garnishment is necessary to obtain satisfaction of said judgment, and that R. D. SMITH PRODUCE COMPANY, 3103 Springhill Avenue, Mobile, Alabama, has, or is believed to have, in its possession, or under its control, money or effects belonging to the said HARVEY B. SMITH, or that the said R. D. SMITH PRODUCE COMPANY is believed to be indebted to the said defendant.

These are therefore to command you that you summon the said R. D. SMITH PRODUCE COMPANY to be and appear in the Circuit Court of Baldwin County, Alabama, at the place of holding the same, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession, or under its control, any money or effects belonging to the defendant, HARVEY B. SMITH; and whether it is indebted to the said defendant.

WITNESS my hand and official seal this 29<sup>th</sup> day of June, 1956.

Alice J. Dwyer  
C L E R K



Co. 40

RECORDED x 205

Received in Sheriff's Office  
this 24 day of June, 1956  
TAYLOR W. BRIDGES

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW. NO. 2113 1/2

3103 Springhill Ave.  
R. D. Smith Produce Co.  
\*\*\*\*\*

2113

PUBLIC FINANCE COMPANY,  
A CORPORATION,  
Plaintiff,  
VS.  
HARVEY B. SMITH,  
Defendant.

FILED  
JUN 29 1956

ALICE N. QUICK, CLERK

AFFIDAVIT ON JUDGMENT AND  
WRIT OF GARNISHMENT.

GARNISHEE may be served at:  
3103 Springhill Avenue  
Mobile, Alabama

Received 2 Day of July 1956  
and on 3rd Day of July 1956  
I served Copy of the within  
on R. D. Smith Produce Co.  
by service on R. D. Smith

RAY D. BRIDGES, Sheriff  
By L. W. Bridges

The Sheriff claims 8  
miles at 10¢ per mile for  
a total of \$ 80  
Ray Bridges, Sheriff  
Mobile County, Alabama