

ACCOUNT NO. 5299

BORROWERS (Names and Residence Address)	LENDER (Name and Address)
Mitchell, James B. & Ruth	MUTUAL INDUSTRIAL FINANCE CORPORATION OF MOBILE COUNTY 54 South Conception Street Mobile, Alabama 36602

Date 12/6/67	Amount of Note \$ 1680.00	Payable In Monthly Instalments 24 of \$ 70.00	First Instalment Is Due 1/6/68	Other Instalments are due on the same day of each succeeding month.
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CHATTEL MORTGAGE

DESCRIPTION OF MORTGAGED PROPERTY:
The following motor vehicle is now located at the undersigned's residence address (shown above) :

MAKE	STYLE and MODEL	IDENTIFICATION NUMBER	YEAR	OTHER IDENTIFICATION
		None		

All of the furniture, household appliances and equipment and all other goods and chattels now located in or about the undersigned's residence address:

LIVING ROOM		DINING ROOM		KITCHEN		BED ROOMS	
PIECES	DESCRIPTION	PIECES	DESCRIPTION	PIECES	DESCRIPTION	PIECES	DESCRIPTION
	Sofa		Table		Stove		Bed
	Chairs		Chairs		Refrigerator		Dresser
	Lamps		Buffet		Washing Machine		Chest of Drawers
	Tables		China Closet		Chairs		Dressing Table
	Rug		Rug		Table		Table
							Chairs
							Lamps
DEN OR STUDY ROOM FURNITURE				MISCELLANEOUS FURNITURE & APPLIANCES			
PIECES	DESCRIPTION	PIECES	DESCRIPTION	PIECES	DESCRIPTION	PIECES	DESCRIPTION
	Couch		Bookcases		Electric Mixer		Room Heaters
	Chairs		Lamps		Electric Toaster		Sewing Machine
	Tables		Desk		Piano		Television Sets
					Radios		Vacuum Cleaners

including all cooking and washing utensils, pictures, fittings, linens, china, crockery, musical instruments, and household goods of every kind and description.

In consideration of a loan by the Lender evidenced by the promissory note shown below, the undersigned jointly and severally bargain, sell and convey unto the Lender the above described personal property.

TO HAVE AND TO HOLD such goods and chattels unto the Lender, its successors and assigns, forever.

PROVIDED, if the undersigned shall well and truly pay to the Lender, its successors and assigns all of the sums due or to become due in accordance with the terms of the following note, as well as any renewal of such note or any future advances made by the Lender to the undersigned, and shall perform all other obligations required to be performed hereunder, then these presents and this conveyance shall be void, otherwise to remain in full force and effect.

The undersigned covenant they exclusively own and possess such described chattels, and there is no lien, claim or encumbrance against such chattels, except

THE PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CHATTEL MORTGAGE.

NOTE

In consideration of a loan made by the Lender to the undersigned, the undersigned jointly and severally promise to pay to the order of the Lender, at its office, the sum set forth as the Amount of Note, in instalments, as set forth above. This note bears interest after maturity at the rate of eight per cent (8%) per annum.

Default in the payment of any instalment, the filing of a petition in bankruptcy or an assignment for the benefit of creditors, or a breach of the provisions of any instrument securing this note, shall, at the option of the holder, without notice or demand, render the entire unpaid balance at once due and payable and the acceptance of payment after default shall not constitute a waiver of such default.

The undersigned severally waive presentment, demand, notice of non-payment and protest and consent the time of payment may be extended any number of times without notice or previous consent, hereby binding themselves, jointly and severally, unconditionally, for the full payment hereof.

The undersigned agree to pay the actual and reasonable attorneys' fees as determined by any court in which suit is filed for collection, or any bankruptcy or probate court, and the court costs incurred.

The undersigned expressly waive personal property and homestead exemption, and any other exemption permitted by law to be waived. If the undersigned are husband and wife, it is understood and agreed the loan evidenced by this note is made for our joint convenience, benefit, and use, and the wife is not an accommodation maker, guarantor, or surety for the sole obligation of her husband, but signs as a co-maker and principal debtor.

WITNESSES:
[Signature]
[Signature]
[Signature] (Seal)
[Signature] (Seal)
[Signature] (Seal)

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon James B. Mitchell and Ruth Mitchell 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 there to answer the Complaint of Mutual Industrial Finance Corporation of Mobile County, a corporation.

Witness my hand this 17th day of December, 1969.

Alice J. Duck
Clerk

MUTUAL INDUSTRIAL FINANCE CORPORATION OF MOBILE COUNTY, a corporation,
Plaintiff,

vs.

JAMES B. MITCHELL and RUTH MITCHELL,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 9028

The Plaintiff claims of the Defendants the sum of One Thousand Four Hundred and Thirty-five Dollars (\$1,435.00) due by promissory note made by them on the 6th day of December, 1967 and payable in twenty-four (24) monthly installments of Seventy Dollars (\$70.00) each without interest, beginning January 6, 1968.

CHASON, STONE & CHASON

By: John E. Chason
Attorneys for Plaintiff
FILED

DEC 4 1969

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ALICE J. DUCK

CLERK
REGISTER

24
12-8-69

9028

Mutual Industrial
Finance Corporation
of Mobile County,
a corp.

Pltz

vs.

James B. Mitchell
& Ruth Mitchell
Bay Minette.
Def.

Received 5 day of Dec. 1969
and on 8 day of Dec. 1969
I served a copy of the within of &c
on James B. Mitchell
Ruth Mitchell
By service on _____

TAYLOR WILKINS, Sheriff
By W. A. Talley D. S. J.

FILED

DEC 4 1969

ALICE J. DUEK CLERK
REGISTER

Chason, Stone & Chason
Atty -

STATE OF ALABAMA

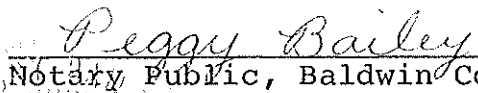
BALDWIN COUNTY

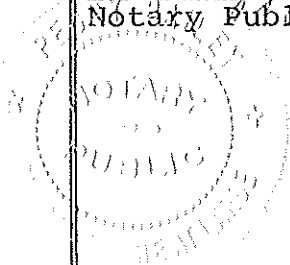
Before me, the undersigned authority, in and for said county and state, personally appeared Eberhard E. Ball, who being duly sworn, deposes and says that Mutual Industrial Finance Corporation of Mobile County, a corporation, on the 27th day of January, 1970, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against James B. Mitchell and Ruth Mitchell for the sum of One Thousand Five Hundred Twenty-one Dollars (\$1,521.00) and costs of Court, and that he believes that the process of garnishment is necessary to obtain satisfaction of said judgment, and that Rebel Oil Company, Inc., a corporation, has or is believed to have in its possession or under its control, money or effects belonging to the Defendant James B. Mitchell, or that it is or is believed to be indebted to the Defendant, James B. Mitchell, or to be liable to the Defendant, James B. Mitchell, on a contract for the delivery of personal property or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.


Eberhard E. Ball

Sworn to and subscribed before me

this 29th day of May, 1970.


Notary Public, Baldwin County, Alabama



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MAY 29 1970

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA

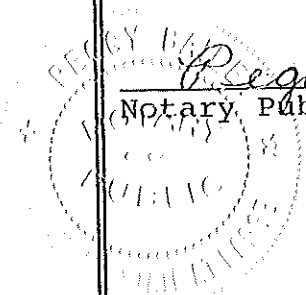
BALDWIN COUNTY

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Eberhard E. Ball

Sworn to and subscribed before me

this 20th day of April, 1970.


Peggy Bailey
Notary Public, Baldwin County, Alabama

FILED

APR 20 1970

ALICE J. DUCK CLERK
REGISTER

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