Case # 9133

LOAN NO. 7/5144

NOTE

BORROWERS: Harville, Dougal B. and Laura Lee
(LAST NAME)

ADDRESSES: 144 Moreno Courts

PAYEE:

Merit Loan Company
20 East Garden St.
Pensacola, Florida

CITY Pensacola, COUNTY Escambia STATE Florida

DATE OF LOAN	ACTUAL AMOUNT OF LOAN	FIRST PAYMENT DUE	FINAL PAYMENT DUE
6-3-65	$ 600.00	7-15-65	6-3-67

PAYABLE: Principal and interest is payable in 24 monthly installments of $ 34.39 each, except that final payment shall be unpaid principal and interest.
Borrowers may prepay unpaid balance or any part thereof, with accrued interest, at any time.

Agreed Rate of Interest Charge: 3% per month on that part of the unpaid balance not exceeding $300 and 2% per month on that part of the unpaid balance in excess of $300 but not exceeding $600 until 12 months after due date of final installment; and thereafter at 10% per annum.

For value received, the undersigned jointly and severally promise to pay to the payee named above at its above office the actual amount of the loan stated above, being the principal amount of this note, together with interest at the agreed rates as above stated until fully paid.

Payment of principal and interest shall be made in consecutive monthly installments as indicated above beginning on the above stated due date for first payment and continuing on the same day of each succeeding month to and including the above stated due date for the final payment. If the principal amount of this note or if any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the above agreed rate of interest charge. Each payment made hereon shall be applied first to interest charges as aforesaid to date of payment and the balance shall be applied on the unpaid principal balance until paid.

Default in the payment of any installment of the principal or interest hereof, or any part of either, shall, at the option of the holder hereof, and without notice or demand, render the then unpaid balance of the principal hereof, and accrued interest thereon, at once due and payable, and acceptance of any payment(s) after default shall not constitute a waiver thereof.

Extension of the time of payment of all or any part of the amount owing hereon at any time or times shall not affect the liability of any party hereto or surety or guarantor hereof. Sureties, guarantors, and parties hereto severally waive demand and presentment for payment, notice of default, protest and notice of protest of this note and further waive all rights of exemption of every kind under the laws of any state.

If suit is filed on this note because of default in payment or otherwise, the undersigned agree to pay the actual and reasonable attorney fees and court costs, including actual and reasonable expenses of repossession, storing and selling of any property pledged as security, all as determined by the Court in which suit is filed.

In consideration of the credit herein extended, we hereby agree that the payee or the holder of this note may communicate with us, or to any person, firm, corporation, or governmental agency, by any known means of communication, for any purpose it may deem necessary in connection with or during the pendency of the debt herein incurred, and do hereby waive any right we have to claim violation of our right of privacy by reason of such communications.

The undersigned acknowledge receipt of a statement in English as required by Section 516.15 of the Florida Statutes, as amended.

The payee named herein is licensed by the State of Florida to make loans in sums of Six Hundred Dollars ($600) or less pursuant to Section 516 of the Florida Statutes, as amended.

ORIGINAL

WITNESS: L T Phillips x Dougal B Harville (SEAL)

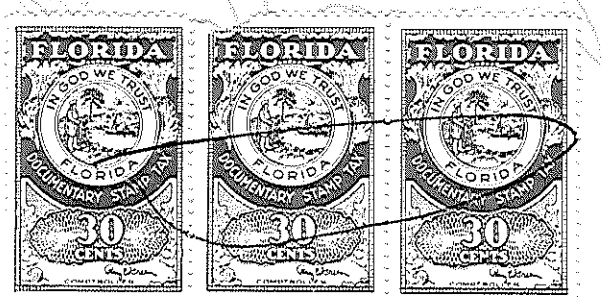
WITNESS: C. Childers x Laura Lee Harville (SEAL)

WITNESS: x (SEAL)

WITNESS: x (SEAL)

(This Note is secured by a Wage Assignment and a Chattel Mortgage.)

L108


FLORIDA
IN GOD WE TRUST
FLORIDA
DOCUMENTARY STAMP TAX
30
CENTS
FLORIDA
IN GOD WE TRUST
FLORIDA
DOCUMENTARY STAMP TAX
30
CENTS
FLORIDA
IN GOD WE TRUST
FLORIDA
DOCUMENTARY STAMP TAX
30
CENTS

LOAN NO. [illegible]

CHATTEL MORTGAGE

MORTGAGEE:

[illegible]

BORROWERS: [illegible]
(LAST NAME)

[illegible]

[redacted]

CITY [illegible] COUNTY [illegible] STATE [illegible]

DATE OF LOAN	ACTUAL AMOUNT OF LOAN	FIRST PAYMENT DUE	FINAL PAYMENT DUE
[illegible]	$ [illegible]	[illegible]	[illegible]

PAYABLE:	Principal and interest is payable in_____monthly installments of $_____ each, except that final payment shall be unpaid principal and interest. Borrowers may prepay unpaid balance or any part thereof, with accrued interest, at any time.
Agreed Rate of Interest Charge:	3% per month on that part of the unpaid balance not exceeding $300 and 2% per month on that part of the unpaid balance in excess of $300 but not exceeding $600 until 12 months after due date of final installment; and thereafter at 10% per annum.

This chattel mortgage made on the date of loan described above between Borrowers named above, as Mortgagors (which term shall also relate to the singular wherever appropriate) and Mortgagee named above.

Witnesseth: That in consideration of the actual amount of the loan above stated, paid to Mortgagors by Mortgagee, receipt of which is hereby acknowledged, and for the purpose of securing the repayment of said loan with interest at the agreed rate of interest charge above stated, the Mortgagors do hereby grant, sell, convey and confirm unto the said Mortgagee the hereinafter described property which Borrowers warrant to be their exclusive unencumbered property except as noted hereon: To have and to hold the same unto said Mortgagee, its successors and assigns forever.

Provided, however, if the said Mortgagors shall pay their note of even date in the amount loaned to the Mortgagors with interest at said agreed rate, payable in consecutive monthly payments stated above, until the full obligation of said note is paid on the date of final payment stated above, then this mortgage to be void, otherwise to remain in full force and effect.

Mortgagors further covenant and agree: in case default be made in the payment of said debt or interest, or of said note or any extension or renewal thereof; or if any execution, attachment, legal levy, or other writ shall be levied on the mortgaged property; or if a petition in bankruptcy shall be filed by or against Mortgagors, or either of them; or if Mortgagors shall fail to keep and perform any of the covenants, stipulations and agreements herein contained on their part to be performed; or if said Mortgagee shall at any time deem said mortgaged property, said debt, or said security unsafe or insecure, then upon the happening of said contingencies, or any of them, the whole amount herein secured on said note is by said Mortgagors admitted to be immediately due and payable. Should foreclosure proceedings be instituted hereunder on account of any breach or violation of the covenants herein contained, it is covenanted that Mortgagee shall have the right, without notice to Mortgagors, to make application for and have a receiver appointed to take possession of, and manage and control said mortgaged property pending foreclosure proceedings for the purpose of preserving or protecting the same and of payment of the mortgaged indebtedness in such a manner as the court may direct. The Mortgagors hereby release and agree to hold harmless the Mortgagee, its successors, assigns and agents, from any and all liability of any kind in connection with the exercise of the rights herein given to the Mortgagee. Either the Mortgagors or the Mortgagee may purchase at any such sale, in the same manner and to the same effect as any person not interested herein.

Mortgagors warrant that their names hereto subscribed are correct and true; that each of them is of the age of majority.

The lien of this mortgage and all other security shall, to the extent permitted by law, remain in force and continue to secure any new note in fact representing an extension of time on the original obligation secured hereby.

DESCRIPTION OF MORTGAGED PROPERTY:

All of the household goods, furniture and personal property of every kind, nature and description now belonging to Mortgagors, or either of them, now located in or about premises occupied by Mortgagors at the address set forth on the note secured hereby and from which Mortgagors agree not to remove the same without written consent of Mortgagee, including, but not limited to:

m 1 chair
1 davenport
1 lamp
1 radio,
2 end tables
2 lamps
2 gas heaters
1 table
4 chairs
1 electric washing machine, wringer type
1 kitchen range, gas
1 refrigerator, Kelvinator
1 iron
1 toaster
1 sewing machine,
2 bedroom beds
2 chest of drawers
2 chifforober
2 dressers

ORIGINAL

AND ALSO:

MAKE OF AUTO	YEAR	BODY	MOTOR NUMBER	SERIAL NUMBER

IN WITNESS WHEREOF, the Mortgagors hereunto set their hands and seals on the date above mentioned as the date of loan.

SIGNED IN THE PRESENCE OF:

T. Phillips
C. Childers

X Dougal B. Harville (SEAL)
X Laura Lee Harville (SEAL)

STATE OF FLORIDA,
COUNTY OF Escambia } S.S.

On the 3rd day of June, 19 65, before me came Dougal B. and Laura L. Harville

to me known to be the individuals described in, and who executed the foregoing instrument and acknowledged that they executed the same.

My Commission expires _____

Notary Public in and for said County and State

L108

No. 7/5144

CHATTEL MORTGAGE

Harville, Dougal B. and Laura

144 Moreno Courts

Pensacola, Florida

To

Merit Loan Company
20 East Garden St.
Pensacola, Florida

MERIT LOAN COMPANY, a Corporation Plaintiff VS. DOUGAL B. HARVILLE and LAURA LEE HARVILLE Defendants	I I I	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW CASE NO. 9133

1.

The Plaintiff claims of the Defendants the sum of FOUR HUNDRED SEVENTY FOUR and 85/100 DOLLARS ($474.85) balance due after all proper credits given on a Promissory note made by the Defendants on the 3rd day of June, 1965, and payable as follows: TWENTY FOUR (24) monthly payments of $34.39 each, the first payment due and payable on the 15th day of July, 1965 and a like payment on each month thereafter until the entire balance has been paid. The Plaintiff avers that the Defendants defaulted in the payments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff further avers that the Defendants agreed in the Promissory note to pay all expenses including a reasonable attorney's fee incurred inthe collecting same and the Plaintiff claims a reasonable attorneys fee in the amount of $75.00.

WILTERS, BRANTLEY & NESBIT

BY: Phyllis S. Nesbit
Attorney for Plaintiff

FILED

FEB 19 1970

ALICE J. BOOK CLERK REGISTER

SUMMONS AND COMPLAINT

THE 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 Dougal B. Harville and Laura Lee Harville

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.....

Dougal B. Harville and Laura Lee Harville ... Defendant.s.

by Merit Loan Company, a Corporation

..... Plaintiff.....

Witness my hand this 19 day of Feb. 19 70

Alice J. Duck Clerk

Ef 3-10-70

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THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Merit Loan Company

Plaintiffs

vs.

Dougal B. Harville and
Laura Lee Harville Defendants

SUMMONS AND COMPLAINT

FILED

Filed FEB 10 1970 19.....

ALICE J. BUCK CLERK REGISTER Clerk

WILTERS, BRANTLEY & NESBIT
BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
1400 Brown Avenue
Bay Minette, Alabama

Recieved In Office

February 19 1970

Sheriff

I have executed this summons

this March 10 1970

by leaving a copy with

Dougal B Harville &
Laura Lee Harville

Mileage 22
Ten Cents per mile Total $ 2.20
TAYLOR WILKINS, Sheriff
By W. A. Tolbert
Deputy Sheriff

~~Dougal~~
Dougal B. Harville
not found in
Hospital

Taylor Wilkins Sheriff

W. A. Tolbert Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

Stocklo

Case # 9133

Default Judgment
w/ from Waver
note

$474.85
Atty Fee 75
$549.85