

CONSUMER GOODS COLLATERAL INSTALLMENT NOTE

\$ 369.00

BAY MINETTE, ALA. November 25, 19 68

For value received, the undersigned promise(s) to pay to the order of BALDWIN COUNTY BANK, Bay Minette, Ala., or order,

the sum of three hundred sixty-nine and no/100 Dollars,

payable in 12 installments of \$ 30.75 each, except the final installment which shall be \$ 30.75;

the first installment shall be due on January 5, 19 69, after date hereof, and one of such remaining install-

ments shall be due on the 5th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have

been fully paid, with interest thereon from maturity at the rate of eight per cent per annum until paid.

Payable at BALDWIN COUNTY BANK, Bay Minette, Alabama.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, guarantor, or any one of them.

And to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama,

at or before the payment of this note, I hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:

One (1) 1961 Ford F100 truck, Ser. No. F10JD220330.

The collateral pledged above is to secure performance and payment of all obligations and indebtedness of Debtor to BALDWIN COUNTY BANK of whatever kind and whenever or however created or incurred, now owned or hereafter acquired by Debtor, and all additions and accessions thereto, and proceeds thereof. The inclusion of proceeds in this Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the collateral in any manner not specifically authorized in this agreement.

BALDWIN COUNTY BANK hereby agrees to give the Debtor five days advance notice in writing of sale or disposition of any repossessed collateral. In the event of default, Debtor is liable to BALDWIN COUNTY BANK for any deficiency and shall be entitled to any net surplus that may arise from the sale or the collecting from the collateral thereunder.

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, after advertising the same five days, by posting one written notice on the front of the BALDWIN COUNTY COURT HOUSE, Bay Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

Attest: _____

James R. Hodgen L. S.
James R. Hodgen, _____ L. S.

No. 37/97 Due _____

3 ed 29 8 + 1

Address Star Route, Box 354, Bay Minette, Ala.

DUVALL—MOBILE

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

June 16, 1970

Clerk, Circuit Court
Baldwin County
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Please submit the case of Baldwin County
Bank for judgment for the property sued for and
of the alternate value of \$198.75. This is cal-
culated as:

*WJ Farmer
Hodgen*

Principal and Interest	\$163.75
Attorney's fee	35.00
	<u>\$198.75</u>

Enclosed is a copy fo the note and
mortgage for the evidence.

With kind regards, I am

Yours very truly,

Wilson Hayes
Wilson Hayes

WH/ms
Enc.

BAILEE'S RECEIPT

BAY MINETTE, ALA., April 25 1970

The State of Alabama, }
Baldwin County }

I hereby agree to take, care for and preserve as the Bailee of Taylor Wilkins
Sheriff of Baldwin County, Alabama, the following described personal property this day levied upon
under Writ of Fieri Facias, Attachment, Detinue, issued out of the Circuit Justice Civil Court of Baldwin
County, Alabama, in the above styled case, to-wit:

One 1961 Ford F100 Truck SN F10TD220330

I further agree to deliver the above described personal property to the said Taylor Wilkins
Wilkins, Sheriff of Baldwin County, Alabama, upon his written order of demand.

James R. Hodges, Bailee.

Witness : W A Zeller

no. 9218

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

April 15, 1970

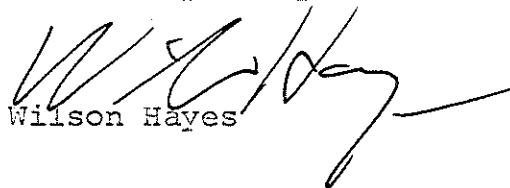
Mrs. Alice J. Duck
Clerk, Circuit Court
Baldwin County
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Please file the enclosed Detinue Suit
between Baldwin County Bank and James R. Hodgen.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Enc.

no. 92-18
STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Before me, the undersigned, a Notary Public in and for said County, personally appeared Frank Hunt who being by me duly sworn deposes and says that the property sued for in the complaint of Baldwin County Bank, A Corporation, vs James R. Hodgen, filed in said Court, to-wit: One 1961 Ford, F100 truck, SN F10JD220330 belongs to Baldwin County Bank, A Corporation, the Plaintiff.

Frank Hunt
Frank Hunt

Sworn to and subscribed before me this 15th day of April, 1970.

William H. Hunt
Notary Public,

KNOW ALL MEN BY THESE PRESENTS, That Baldwin County Bank, Principal, is held and firmly bound unto James R. Hodgen, his heirs, executors and administrators in the sum of Fifty (\$50) Dollars, for the payment of which it jointly and severally binds itself, its successors, executors and administrators.

Sealed with its seal and dated the 15th day of April, 1970.

The condition of the above obligation is such that whereas, the above bound Baldwin County Bank has on the 15th day of April, 1970 sued out a writ of detinue in the Circuit Court of Baldwin County, returnable to the said Circuit Court against the said James R. Hodgen for the recovery of the following described property, to-wit:

One 1961 Ford, F100 truck, SN F10JD220330.

Now, if the said Baldwin County Bank shall fail in said suit and shall pay to the said James R. Hodgen, the defendant in said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void, otherwise, to remain in full force and effect.

BALDWIN COUNTY BANK

By: Frank Hunt

Taken and approved this 16 day of April, 1970.

Alice J. Duck
Clerk

FILED

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ALICE J. DUCK

CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon James R. Hodgen 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 the Baldwin County Bank, a Corporation.

Witness my hand this the 16 day of April, 1970.

Alice J. Duck
Clerk

BALDWIN COUNTY BANK, A Corporation	X	IN THE CIRCUIT COURT
	X	
PLAINTIFF	X	BALDWIN COUNTY, ALABAMA
	X	
VS	X	AT LAW
	X	
JAMES R. HODGEN	X	NUMBER: <u>9218</u>
	X	
DEFENDANT	X	

I

The Plaintiff claims of the Defendant the following described property, to-wit:

One 1961 Ford, F100 truck, SN F10JD220330 with damages for its detention, to-wit, from December 6, 1969 to April 15, 1970 and of the alternate value of \$163.75.

II

The Plaintiff claims of the Defendant the sum of One Hundred Sixty-three and 75/100 (\$163.75) Dollars, balance due on a note for Three Hundred Sixty-nine and No/100 (\$369.00) Dollars, made by him on the 25th day of November, 1968 and due on the 5th day of December, 1969 with interest thereon.

The note contains provision for a reasonable Attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

W. H. Hays
Attorney for Plaintiff

Defendant may be served:
Star Route, Box 454
Bay Minette, Alabama

FILED

APR 16 1970

NUMBER: _____

BALDWIN COUNTY BANK,
A Corporation

PLAINTIFF

VS

JAMES R. HODGEN

DEFENDANT

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

Defendant may be served:
Star Route, Box 454
Bay Minette, Alabama

BALDWIN COUNTY BANK,
A Corporation

PLAINTIFF

VS

JAMES R. HODGEN

DEFENDANT

X
X
X
X
X
X
X
X
X
X

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

TO THE SHERIFF OF SAID COUNTY:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Alleg. Duck
Clerk

NUMBER: 9218

BALDWIN COUNTY BANK,
A Corporation

PLAINTIFF

VS

JAMES R. HODGEN

DEFENDANT

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

Defendant may be served:
Star Route, Box 454
Bay Minette, Alabama

FILED

APR 16 1970

ALICE J. DUCK CLERK
REGISTER

W. H. Hays

*Attached one 1961
Ford F100 Truck
SMF 108 D 20330
No bond made*

Received 17 day of April 1970
and on 14 day of April 1970
I served a copy of the within order
on James R. Hodgen
By service on _____

TAYLOR WILKINS, Sheriff
By W. A. Zellerbach
Honorable
20 miles