

ATLANTIC DISCOUNT CORPORATION

IN THE CIRCUIT COURT OF

Plaintiff

BALDWIN COUNTY, ALABAMA

VS.

HENRY PARKER and LAUREE PARKER

AT LAW

Defendants

CASE NO.

9809

1.

The Plaintiff claims of the Defendants the sum of ONE HUNDRED SIXTY FOUR and 25/100 DOLLARS (\$164.25) balance due after all proper credits given on a promissory note made by the Defendants on the 26th day of December, 1968, and payable as follows: 18 monthly payments of \$50.00 each, the first payment due and payable on January 26, 1969. The Plaintiff avers that the Defendants defaulted in the payment of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff further avers that the Defendants waived all rights of exemption under the Constitution and Law of Alabama and any other State. The Plaintiff further avers that the Defendants agreed in the promissory note to pay all expenses including a reasonable attorney's fee incurred in collecting the same and the Plaintiff claims a reasonable attorney's fee in the amount of \$25.00.

2.

The Plaintiff claims of the Defendants the sum of ONE THOUSAND SEVEN HUNDRED TEN and 50/100 DOLLARS (\$1,710.50), balance due after all proper credits given on a promissory note made by the Defendants on the 22nd day of April, 1970, and payable as follows: 23 monthly installments of \$65.00 each, the first payment due and payable on June 1, 1970. The Plaintiff avers that the Defendants defaulted in the payment of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff further avers that the Defendants waived all rights of exemption under the Constitution and Law of

Alabama and any other State. The Plaintiff further avers that the Defendants agreed in the promissory note to pay all expenses including a reasonable attorney's fee incurred in collecting the same and the Plaintiff claims a reasonable attorney's fee in the amount of \$255.00.

WILTERS, BRANTLEY & NESBIT

BY:

  
Attorney for Plaintiff

**FILED**

APR 29 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

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 HENRY PARKER and LAUREE PARKER

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.....

HENRY PARKER and LAUREE PARKER....., Defendant.....<sup>S</sup>

by ATLANTIC DISCOUNT CORPORATION

....., Plaintiff.....

Witness my hand this 29 day of April 19 71

Ernie L. Blackmon, Clerk

No. 9809

13610  
13301  
Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Atlantic Discount Corp.

Plaintiffs

vs.

Henry Parker and Lauree Parker

Defendants

SUMMONS AND COMPLAINT

**FILED**

Filed ..... APR 29 1971 ..... 19.....

EUNICE B. BLACKMON CIRCUIT CLERK Clerk

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

303 Manco St.

Bay Minette, Alabama

Received In Office

April 29 1971

Taylor Wilkins Sheriff

I have executed this summons

this April 30 1971

by leaving a copy with T

Henry Parker

Lauree Parker

Sheriff claims 0 miles at

Ten Cents per mile Total \$

TAYLOR WILKINS, Sheriff

BY W.A. Colbert  
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W.A. Colbert Deputy Sheriff

BORROWER(S) (LAST NAME FIRST) and address(es)

Parker, Henry  
303 Mango St.  
Bay Minette, Ala.

LENDER/FINANCE COMPANY and address

Atlantic Discount Co.  
4 St. Emanuel St.  
Mobile, Ala.

DO NOT WRITE  
IN THIS SPACE

**SECURITY:** ☒ The Borrower(s) hereby grant a Security Interest to the Lender in the property described below, the proceeds thereof, and all after acquired property of the same character, to secure this and any future loan.

☐ This loan is unsecured

including all consumer goods

## DESCRIPTION OF COLLATERAL

1-1966 Ford Galaxie 4-door Ser.# 6G62X125684  
1-Couch Gold, 2-Lounging Chairs Gold, 1-Maganavox Stereo, 2-Lamps, 1-Coffee Table,  
2-End Tables, 1-7pc Dinette Suit, 1-Iron, 1-Window Air Conditioner, 1-Vacuum Cleaner,  
1-Sewing Machine, 1-Wizard Deepfreeze, 1-Speedqueen Washing Machine, 1-Refrigerator  
1-Gas Stove, 3-Beds, 2-Chests, 2-Dressers

Filed With Judge of Probate, Baldwin County

**REBATE FOR PREPAYMENT IN FULL:** If the loan contract is paid in full by cash, a new loan, refinancing or otherwise before the final installment date, the borrower shall receive a rebate of any unearned portion of the interest and unearned insurance premiums (provided borrower makes timely written request for cancellation of said insurance) computed under the Rule of 78's.

**LATE CHARGE:** Lender may collect from the Borrower a late charge of 5 cents for each \$1.00 of any installment which is not paid within 5 days from the due date (provided that this late charge may be collected only once for each installment) plus interest after final maturity at the rate of 8% per annum on unpaid balances, plus 15% attorney's fees if collected by or through an attorney.

## DUE DATES AND AMOUNT OF PAYMENTS

PAYABLE IN: 23 INSTALLMENTS OF \$ 65.00 AND Final INSTALL-  
MENTS OF \$ 416.00 COMMENCING ON MAY 22 1970  
AND DUE every 22<sup>nd</sup> THEREAFTER WITH FINAL INSTALLMENT OF  
\$ 416.00 DUE 4-22 1977

CREDIT LIFE AND/OR ACCIDENT &amp; HEALTH INSURANCE is NOT required to obtain this loan.

If, however, the Borrower desires such insurance for the term of the loan THE COST WILL BE \_\_\_\_\_

PROPERTY INSURANCE: If written in connection with this loan and obtained through

the lender, THE COST WILL BE \_\_\_\_\_

for the term of the loan. However, the Borrower may choose the person through

which the insurance is to be obtained.

☐ I desire Credit Life and Accident & Health Insurance.

Borrower: \_\_\_\_\_ Date \_\_\_\_\_

☐ I desire Credit Life Insurance only.

Borrower: \_\_\_\_\_ Date \_\_\_\_\_

☒ I DO NOT want Credit Life or Accident & Health Insurance.Borrower: Henry H. Parker Date \_\_\_\_\_

**NOTE — FOR VALUE RECEIVED,** the undersigned jointly and severally promise to pay to the order of Lender at its office the Total of Payments shown herein in monthly installments as shown in the Loan Statement hereon with all cost of collection including reasonable attorney fees (15% of the principal and interest if not prohibited by law) if collected by law or through an attorney at law not a salaried employee of Lender, and a delinquent service charge of five cents per \$1.00 of any installment which is not paid within five (5) days of its due date, including Saturdays, Sundays and holidays; however, this delinquency service charge shall not be collected more than once for the same default. Undersigned understands and agrees that the said Total of Payments includes interest at the highest legal contract rate. Said payments shall be first applied on the principal due and accrued hereon at the time such payments are made, and the balance applied on interest. Upon prepayment in full of the Total of Payments, Borrower is entitled to a refund of the unearned portion of the interest based upon the "Rule of 78's".

Time is of the essence of this contract. If any installment of the debt hereby secured be not paid when due, or should there be any breach or default by the undersigned in any of the terms, conditions, representations, warranties or covenants contained in this instrument or if any execution, attachment or other writ be levied on the collateral or if a petition under the Bankruptcy Act be filed by or against any of the undersigned, or if any of the undersigned make an assignment for the benefit of creditors or if Lender shall at any time deem said indebtedness insecure, Lender shall have the right at its option, without notice or demand of any kind, to declare the entire balance of this indebtedness immediately due and payable, and may require Borrower to assemble the collateral and make it available to Lender at a place to be designated by Lender which is reasonably convenient to the parties hereto.

Each of us, whether principal, surety, endorser, guarantor or other party hereto, hereby severally waives and renounces, each for himself and family, any and all homestead or exemption rights either of us may have under or by virtue of the Constitution or the laws of any State or the United States as against this debt or any renewal thereof; and the undersigned, and each surety, endorser, guarantor or other party to this note, transfers, conveys and assigns to the holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to pay this note in full, with all cost of collection; and each further waives demand, protest and notice of demand, protest and non-payment.

**SECURITY AGREEMENT** — To secure payment of the indebtedness incurred hereunder and all extensions or renewals thereof and any other indebtedness of the undersigned to Lender, whether now existing or hereafter arising, the undersigned hereby sells, transfers and conveys to Lender the personal property herein described and all accessions thereto and equipment or fittings now or hereafter attached thereto or used therewith and in addition thereto all the goods and chattels of like nature and all other furniture, fixtures, carpets, rugs, clocks, fittings, linens, china, crockery, cutlery, utensils, silverware, musical instruments and household goods hereafter to be acquired by Borrowers or either of them and kept or used in or about the said premises or co-mingled with or substituted for any property herein mentioned said property now being and remaining in the Borrower's possession (hereinafter called the "collateral") and a security interest therein. Lender shall have all the rights and remedies of a secured party under applicable law in addition to any other right (Security Agreement continued on reverse side)

**NOTICE:** See Important information on reverse side.

By this reference, the additional terms and conditions set out on the reverse side are incorporated herein.

Given under our/my hand and seal the date this loan was made, as stated above, and receipt of a copy of this agreement is hereby acknowledged. I/We represent that at the time a copy of this agreement was received the form was complete and filled in and all blanks were filled in prior to the execution hereof.

Agreed to and Approved by All Parties Hereto:  
For the Above-Named Company

BY [Signature] (SEAL)  
MANAGER OR AGENT (SECURED PARTY)

WITNESS

DS-N-SA-10 (ALA-GA)

FILE COPY

Borrower's Signature

Borrower's Signature

SECURITY AGREEMENT (Continued from reverse side)

herein or elsewhere granted, all of which rights shall be cumulative. Upon default by Borrower sale of the collateral to the highest offerer of three dealers in property of like kind shall be deemed a commercially reasonable disposition. Notice of the time and place of any public sale or the time after which any private sale may be made, is sufficient if written notice addressed to the undersigned at the address last furnished Lender is posted in the U.S. Mails at least five (5) days prior thereto. Lender is authorized in the name of the undersigned to sign and execute any transfer, conveyance or instrument in writing which may be necessary or desirable to effect any disposition of the collateral. No disposition of the collateral shall extinguish any obligation of the undersigned except to the extent the net proceeds of the disposition will apply thereto.

Each of the undersigned hereby warrants that: (1) at the time of execution undersigned owned the collateral; (2) each of the undersigned is of legal age, and is competent and is authorized to make this instrument; (3) title to the collateral is free and clear of all liens, equities and encumbrances, except as otherwise stated herein. The undersigned agrees that, should the Lender accept partial payment of principal or interest, the remaining portion of the payment or payments due is not waived, and may be collected at any future time. The Lender shall have the right to accept smaller payments at its option. Failure of the Lender to exercise any of its rights hereunder shall not constitute a waiver thereof. If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder. The undersigned jointly and severally represent and warrant that none of them contemplates making application for a homestead or for adjudication as bankrupt, and that none of them contemplates moving from his present address- and that each is solvent.

Each of the undersigned covenants, undertakes and promises to: (1) return the collateral for taxation as required by law and pay all taxes which may be assessed thereon promptly when due; (2) promptly discharge and free the collateral from all liens, levies, attachments and seizures to which the same may be subjected; (3) keep the collateral in good repair; (4) pay all actual lawful fees paid to any public official for filing, recording or releasing this instrument or a financing statement or other form relating hereto or, if insurance be obtained against the risk of non-recording, then pay the premium actually paid for such insurance; (5) pay the actual and reasonable expense of repossessing, storing or selling any of the collateral; and (6) obtain, keep in force and deliver to Lender, fire, theft, CAC or comprehensive and collision insurance (where applicable) on the collateral and other insurance requested by Lender. Such insurance shall be in form, amount and written by insurers satisfactory to Lender. Lender, as creditor and holder of an insurable interest, is authorized to purchase any and all such insurance at the expense of the undersigned if the cost of such insurance is not included herein and the undersigned does not deliver such insurance to Lender within 15 days from the date hereof or prior to termination of any delivered insurance, and the undersigned agree to reimburse Lender for the cost thereof on demand with interest at the highest legal contract rate. The undersigned hereby assign to Lender the proceeds of all such insurance (including refund of premium) to the extent of the unpaid portion of the amount of this note and the undersigned directs any insurer to make payments directly to Lender and appoints Lender as his agent and attorney-in-fact to act for him in adjusting, settling or cancelling any insurance covering the property and to endorse any draft and apply its proceeds to the payment of the indebtedness incurred hereunder. If the Lender chooses not to obtain such insurance protecting both the Lender and Borrower against loss, the Lender may, but shall not be obligated to, purchase a policy of single interest insurance protecting the Lender alone against loss and to apply any remainder toward the satisfaction of the last maturing installment of this agreement. If the Borrower fails to insure as herein required, at the option of the Lender, the entire amount then unpaid on the note which this agreement secures shall immediately become due and payable.

Each of the undersigned covenants that he will not: (1) sell, encumber or dispose of the collateral without the written permission of the Lender; (2) remove the collateral from the State; (3) use the collateral for any illegal purpose; (4) use any vehicles herein described for transportation of liquor, wines or any other beverage in any manner prohibited by any federal or state statute; (5) misuse or abuse the collateral or allow the same to be misused or abused.

If the collateral is repossessed, the undersigned agrees to remove the contents of the collateral at the time of repossession, and failing to do so, the Lender may remove the same and leave the same on the premises from which the collateral is repossessed. If the undersigned fails to remove said contents at the time of repossession, he shall have deemed to have waived all interest in such contents. Undersigned agrees to hold the Lender harmless from any and all claims, damages and demands against the Lender arising out of, or in any way connected with loss, destruction, spoilage or deterioration of the contents of the collateral, or any use which may be made of the contents of the collateral after the removal thereof from the collateral.

The undersigned agrees that all equipment, tires, accessories and parts of any motor vehicle or other property given as collateral shall become part of the motor vehicle or other property by accession; not to sell, encumber or abandon the motor vehicle or other property and use it for hire or illegally; to send notice by registered mail to Lender within 24 hours after repossession if undersigned claims that any articles not included herein were contained in the motor vehicle or other property at the time of repossession, failure to do so being a waiver of and bar to any subsequent claims therefor. Any notice to undersigned shall be sufficiently given if mailed to the address of undersigned stated herein.

In addition to the right of acceleration, Lender is granted and shall have the following rights and powers: (1) the right to pay all valid encumbrances and claims, and all taxes and assessments against the collateral, to add the amount of any such payments, together with interest at the highest legal contract rate, to the debt hereby secured, and be subrogated to all claims, liens and encumbrances so discharged; (2) upon default Lender, its officers, employees, agents or attorneys may enter upon the premises of the undersigned or where said collateral may be located and take possession of the collateral and remove the same without this action in any manner constituting a trespass. Lender may take possession of any other property contained in any motor vehicle or other collateral described herein at the time of repossession; and hold the same temporarily for the Borrower without any responsibility or liability on the part of Lender; (3) from the proceeds of any sale Lender may deduct all expenses for retaking, repairing, keeping, preserving and selling the collateral, including court costs and reasonable attorney fees (15% of the principal and interest if not prohibited by law), and apply the balance upon the indebtedness due and pay over any excess to the undersigned or to the person or persons legally entitled thereto.

Loss or destruction of the collateral described for any cause shall in no way affect the liability of the undersigned to repay the indebtedness hereby secured.

The undersigned, jointly and severally, waive any right of privacy of any nature in connection with this instrument, regardless of whether or not the debt evidenced thereby may be contested, and agree that the Lender may at its option communicate with any persons whatsoever with relation to the obligation involved, or its delinquency, or in an effort to obtain cooperation or help relative to the collection or payment thereof.

**INSURANCE APPLICATION** — I/We, the undersigned, hereby make application for the insurance itemized in this agreement and declare that purchase is entirely voluntary and has not been made compulsory. The option has been extended to me to purchase the insurance from any agent of my choice and I freely choose the above Lender to obtain said insurance on my behalf and authorize him to deduct from the proceeds of my note the aforesaid amount of my premium. I hereby declare that I have read, or had read to me, this statement before affixing my signature hereto, and I further declare that I am in good health to the best of my knowledge.

It is understood that any life insurance and any accident and health insurance associated with this transaction shall apply only to the borrower whose name is first signed hereto.

Atlantic Discount Corp.  
#4 St. Emanuel St.  
Mobile, Ala

Type or Rubber Stamp Name and Address of Licensee Above

DATE LOAN MADE	AMT. OF NOTE	AMT. OF PAYMENTS-EXCEPT FINAL	PAYABLE IN
12-26-68	900.00	50.00	18
FIRST PAYMENT DUE	FINAL PAYMENT DUE DATE	FINAL PAYMENT (AMOUNT)	PAYMENTS
1-26-69	6-26-70	50.00	

In consideration of a loan made by the above company, the undersigned, jointly and severally, promise to pay to the order of said company at its said office the amount of this note in installments of the amounts and upon the dates shown above with interest thereon at the rate of 8% per annum from maturity until paid and with all costs of collection, including reasonable attorney's fees if collected by law or through an attorney at law and also a late or delinquent charge of 10 cts. for each one (\$1.00) dollar of any installment which is not paid within 10 days from its due date. (However, this late or delinquent charge shall not be collected more than once for the same default.) Failure to pay any installment promptly when due, time being of the essence of this contract, shall, at the option of the holder hereof, with or without notice, render all remaining installments due and payable.

AMOUNT OF NOTE

\$ 900.00

Amounts Charged and Disbursed for the

Account of the Borrower:

1. Interest

\$ 81.00

2. Life Ins. Amt. \$ Prem. \$

27.00

3. Acc. and Health Ins. Amt. per Mo. \$ Prem. \$

67.50

4. Household Goods Ins. Amt. \$ Prem. \$

52.20

5. Auto Ins. Level ☒ Reducing ☐

Fire & Theft Amt. \$ Prem. \$

Collision Amt. \$ Prem. \$

6. Non-Recording Ins. ☐ Rec. Fee ☒

\$ 4.35

7. Amt. of Loan Balance To Be Renewed

\$ 528.08

Loan No. 4-52807 Less Refunds: Below

Int. Life Ins. Auto Fee A & H Ins. H. G.

Total Refunds \$ 0.00

Net Amount To Be Renewed \$ 528.08

8. Payment on Behalf of Borrower to Others

1. Amer Ins \$ 20.25

2. \$

3. \$

TOTAL DISBURSED (Subtract) \$ 780.33

Cash Received From Loan \$ 119.62

Said Company and assigns shall be subrogated to all encumbrances and claims paid off against said Collateral with moneys advanced by said Company or assigns. Undersigned shall keep said Collateral fully insured against all substantial risks or losses, with insurance reasonably related to the type and value of the Collateral insured and the amount and term of the loan with loss payable to said Company or assigns, and shall pay all premiums and shall pay all taxes and other charges against said Collateral promptly when the same become due. The loss or destruction of said Collateral from any cause, with or without fault of the undersigned, shall not affect in any way the liability of the undersigned to pay any and all Obligations hereby secured. Undersigned shall not use said Collateral illegally and shall not remove it from this State and shall not sell, encumber or dispose of said Collateral without the permission of said Company or assigns. Undersigned shall keep said Collateral in good and serviceable condition and repair and shall not allow the same to be misused or abused. The Collateral shall remain personal property.

In addition to all other Obligations herein, the undersigned shall pay all actual lawful fees paid to a public official or agency or this State for filing, recording, or releasing this instrument. (If insurance is obtained by said Company against the risk of non-recording, then in lieu of the fees paid for filing and recording this instrument, the undersigned shall pay the premium actually paid for such insurance.) The undersigned shall also pay the actual and reasonable expenses of repossessing, storing and selling any Collateral pledged as security for this contract, if in default.

Should the undersigned fail to pay any Obligations hereby secured or the interest thereon when the same becomes due, or default in any of the undersigned's other obligations or covenants hereunder (time being hereby made of the essence hereof) the entire indebtedness hereby secured shall at the option of said Company or assigns become immediately due and payable without notice to the undersigned, and the Company or assigns shall then have the remedies of a secured party under the Uniform Commercial Code of Alabama (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted), including without limitation thereto, the right to take possession of the Collateral, and for that purpose the Company may, so far as the undersigned can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom, without being liable in any way to the undersigned on account of entering any premises. The Company may require the undersigned to assemble the Collateral and make the Collateral available to the Company at a place to be designated by the Company which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Company shall give the undersigned prior written notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed postage prepaid to the undersigned at his last address shown on the Company's records at least five days before such disposition.

The rights and remedies herein granted are cumulative of those granted by law.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)
Parker, Henry & Laurie 303 Mango St. Bay Minette, Ala.	Atlantic Discount Corp. #4 St. Emanuel St. Mobile, Ala.

### DESCRIPTION OF COLLATERAL

All of the household goods and each automobile now located in or about the undersigned's residence at the address above set forth, plus the additional Collateral named below, including, but not limited to the following:

- 1 sofa, 1 overstuffed chair, 1 5-piece dinette set, 1 gas range, 1 refrigerator,  
2 3-piece bedroom suites, 1 Philco TV,  
1 1957 Buick 4-door Mtr#4DS011561

The undersigned further agrees that said Collateral shall not be removed beyond the limits of said county without the written permission of the Company.

The undersigned hereby makes application to the above-named Company for the insurance itemized in this statement and declares that the purchase is entirely voluntary and has not been made compulsory by the Company. The option has been extended to the undersigned to purchase the insurance from any agent of my choice. The undersigned freely chooses the above-named agent and authorizes it to deduct from the proceeds of the above note the aforesaid amount of premium.

In consideration of the Company making this loan to me I hereby authorize the Company, its officers, agents, representatives and assigns to communicate with the undersigned, or with any person, firm, corporation, or government agency, either by telephone or by any other known means of communication, for any purpose it might deem necessary in connection with the making or collection of this loan, or in connection with any security agreement which may secure said loan, and we do hereby further waive any claim or action, or cause of action, we might have against the Company for the violation of our right of privacy by reason of such communication and release and discharge the Company therefrom.

Given under our/my hand and seal the date the loan was made as above stated and receipt of the proceeds of said loan together with a copy of said loan contract and a written itemized statement of the loan provision are hereby acknowledged.

Each of us, whether Principal, Surety, Endorser, Guarantor, or other party hereto, hereby severally waives and renounces, each for himself and family, any and all homestead or exemption "rights" either of us may have under or by virtue of the Constitution or Laws of Alabama, any other State, or the United States, as against this debt or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor, or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead or exemption as may be set apart in bankruptcy, to pay this note in full, with all costs of collection; and each further waives demand, protest and notice of demand, protest and non-payment. Each of us further agrees that this note or any installment may be renewed or extended and any security may be released or substituted without notice to us and without affecting our liability.

The undersigned agree that, should the Holder accept a partial payment of principal or interest, the remaining portion of the payment or payments due is not waived, and may be collected at any future time. The Holder shall have the right to accept smaller payments at its option. Failure of the Holder to exercise any of its rights hereunder shall not constitute a waiver hereof.

If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another, but that she is the Borrower hereunder. The undersigned jointly and severally represent and warrant that each of them is at least twenty-one years of age, and laboring under no disability to contract, and that none of them contemplates making application for a homestead or for adjudication as a bankrupt, and that none of them contemplates moving from its present address, and that each is solvent.

### SECURITY AGREEMENT

FOR VALUE RECEIVED, the undersigned Borrower, with the intent of conveying title, hereby sells, assigns, pledges and conveys to the above-named company a security interest in the property described below, together with all equipment, parts, accessories, additions, attachments, accessories and other goods, and all replacements thereof now or hereafter installed in, affixed to, or used in connection with the said property, and all other goods of the same class now or hereafter acquired by the undersigned (herein collectively called the "Collateral").

The Collateral shall secure the undersigned's obligation to pay as evidenced by the aforesaid promissory note executed by the undersigned to said Company and dated this day and payable in installments as above set forth, together with any and all extensions or renewals thereof, in whole or in part, and any and all other indebtedness which the undersigned, jointly or severally, may now or hereafter owe the Company, either directly, indirectly, primarily or secondarily (all of the foregoing being hereafter referred to as "Obligations".)

The undersigned hereby warrants and covenants that:  
The Collateral is bought or used primarily for ☐ Personal, family, or household purposes, ☐ Farming operations, ☐ Business, and if checked here ☐ is being acquired with the proceeds of the note, which will be used for no other purpose, and which the Company may disburse directly to the seller of the Collateral, or to the seller and undersigned jointly, or which will be paid by the undersigned to the seller within ten (10) days from date.

The above address is the residence of the undersigned if the Collateral is to be used primarily for personal, family or household purposes or for farming purposes, and is the undersigned's principal place of business in this State if the Collateral is to be used for business purposes. If the Collateral is of a type normally used in more than one State and the undersigned has a place of business in more than

one State, the undersigned's chief place of business is Mobile, Ala.

The undersigned owns and has full power and authority to pledge the Collateral and covenants that the Company will be given prompt written notice of any changes in residence or in the establishment, change or discontinuance of any of its places of business, and that if any item of Collateral is a motor vehicle, that it will obtain a certificate of title where necessary thereto which notes a lien or encumbrance thereon in favor of the Company for the amount of the obligation.

Secured Party Atlantic Discount Corp.  
Address #4 St. Emanuel St., Mobile, Ala.

By: [Signature]  
PCL-100

x Henry A. Parker (SEAL)

x Laurie Parker (SEAL)

# Gary H. Alidor

*Attorney at Law*

154 STATE STREET  
P.O. BOX 1431  
MOBILE, ALABAMA 36601  
PHONE 432-1654

May 8, 1974

Mrs. Eunice B. Blackmon  
Clerk, Circuit Court of Baldwin County  
Baldwin County Courthouse  
Bay Minette, Alabama 36507

Re: Circuit Court case no. 9809  
Atlantic Discount Corporation vs. Henry Parker and Lauree Parker

Dear Mrs. Blackmon:

Please note my appearance in the above captioned matter as attorney for the Plaintiff, Atlantic Discount Corporation. If you need a motion filed to have this appearance noted, please advise and I will do so immediately.

Thank you for your assistance in this matter. Also, please find enclosed a garnishment to be issued against the Defendants.

Very truly yours,

GARY P. ALIDOR

GPA/wf

Enclosure

FILED

MAY 17 1974

EUNICE B. BLACKMON  
CIRCUIT  
CLERK

HARRY J. WILTERS, JR.  
TOLBERT M. BRANTLEY  
PHYLLIS S. NESBIT

LAW OFFICES OF  
WILTERS, BRANTLEY & NESBIT  
P. O. BOX 555  
ROBERTSDALE, ALABAMA 36567

PHONES  
ROBERTSDALE 947-4682

May 15, 1974

Mrs. Eunice Blackmon, Circuit Clerk  
Baldwin County  
Bay Minette, Alabama

Dear Mrs. Blackmon:

This letter is being written to inform you that our firm has withdrawn from the case of Atlantic Discount vs. Henry Parker and Lauree Parker, Case No. 9809.

Sincerely yours,

WILTERS, BRANTLEY & NESBIT

BY: 

(Mrs.) Phyllis S. Nesbit  
Attorney at Law  
Robertsdale, Alabama

FILED

MAY 16 1974

EUNICE B. BLACKMON CIRCUIT  
CLERK

Default Judgment  
Allston Investment Corp  
vs  
Henry Parker & Hansu Parker  
# 9809  
From Warrant Note

\$ 2,003.68  
Atty Fees 280.00  

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\$ 2,283.68

Hecht