

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF ALABAMA
COURT OF BANKRUPTCY

WILLIAM G. CAFFEY, JR.
REFEREE

U. S. COURT HOUSE
MOBILE, ALABAMA 36502

June 28, 1972

Miss Eunice B. Blackmon
Circuit Clerk, Baldwin County
Bay Minette, Alabama 36507

In the matter of: Jack Bryant Lindsey
Debtor No. 32,753

Dear Miss Blackmon:

In the above proceeding an indebtedness was scheduled by the debtor as Aetna Discount Company, c/o Eunice Blackburn, Attorney at Law, Bay Minette, Alabama, 36507. Because of this scheduling, a notice of the First Meeting of Creditors was evidently forwarded to you and in response thereto you forwarded to us a Cost Bill in the case of Aetna Discount Co. vs. Jack B. Lindsey, Case No. 10,337 in the amount of \$24.30.

Please be advised that this Cost Bill should be paid by the Plaintiff in the case since Aetna has filed a claim in our proceeding which includes the amount of costs to be paid to your Court.

Yours truly,


WILL G. CAFFEY, JR.
Referee in Bankruptcy

WGCjr/bb

THE STATE OF ALABAMA

CIRCUIT COURT

Baldwin COUNTY

Term, 19

Cetna Discount Co -No. 10,337 vs.Jack B. Lindsey

BILL OF COSTS

CLERK'S FEES:	AMOUNT	SUMMARY OF FEES, COSTS AND JUDGMENT:	AMOUNT
1. Suits for \$100.00 or less.....	\$ 6.00	1. Clerk's Fees	10 00
2. Suits for over \$100.00 but less than \$1000	10.00	2. Ex-Clerk's Fees	7 80
3. Suits for \$1000.00 and over.....	20.00	3. Sheriff's Fees	4 50
4. Suits Detinue, ejectment, etc.....	10.00	4. Ex-Sheriff's Fees	
5. Suits not otherwise provided for.....	10.00	5. Trial Tax	
6. Appeal from Justice of Peace, etc.....	6.00	6. Court Reporter's Fee, per day.....\$	
7. Garnishment on Judgment, etc.....	6.00	7. Witness Fees	
8. Workmen's Compensation-Petition Settlement	10.00	8. Commissioner's Fees	
9. Appeals from State Dept. of Pub. Safety, etc.....	10.00	9. Garnishee's Fees	
10. Motion to sell real estate-J. P. levy.....	6.00	10. Publisher's Fees	
11. Mandamus, writ of prohibition, etc.....	15.00	11. <u>Fair Trial Tax</u>	2 00
12. Recording Executions-State Agencies	3.00	12.	
13. Copy of Record-per 100 words.....	.15	13. Clerk's Fees in Inferior Court	
14. Certifying Abstract in transcript.....	5.00	14. Sheriff's Fees in Inferior Court.....	
15. Record for Supreme-Appeals Ct. per 100 wds.15	15. Witness Fees in Inferior Court.....	
16. Additional copies Record-Appeals per 100 wds.05	16.	
17. Taking Appeal Bond75	17. Justice of Peace Fees.....	
18. Reporter's Transcript on Appeal.....	10.00	18. Constable's Fees	
19. Appeals Courts Concurrent Jurisdiction	15.00	19. Law Library Fee.....	1 0 0
20. Application-Habeas Corpus	6.00	20. Cost in Appealed Cases Docketed (Total).....	
21.		TOTAL FEES AND COST	
22.		21.	
Total Clerk's Fees		22. Judgment	\$
SHERIFF'S FEES:		23. 10% Damages	\$
23. Serving summons and complaint	\$ 1.50	24. Interest	\$
24. Levying attachment and return	6.25	TOTAL JUDGMENT	
25. Seizing personal property-Detinue	6.00	TOTAL FEES, COST AND JUDGMENT.....	24 30
26. Approving bond, each	2.00		
27. Serving Garnishee-Writ	1.50		
28. Serving Sci. Fa. or notice	1.50		
29. Serving subpoenas, each75		
30. Impanelling Jury75		
31. Serving Contempt Attachment	1.50		
32. Collecting execution for cost only.....	1.50		
33. Commissions on Execution			
34. Executing Writ of Possession, each	5.00		
35. Making Deed to Real Estate sold, each	2.50		
36. Mileage, each10		
37.			
38.			
Total Sheriff's Fees			

I certify that the within is a true and correct Bill of Cost in the within styled case.

Ernie B. Burkman

ATTEST: Clerk Circuit Court *Baldwin* County, Ala.

Received payment, this _____ day of _____, 19____

ATTEST: Clerk Circuit Court _____ County, Ala.

No. <u>10,337</u>	Page _____
THE STATE OF ALABAMA	
<u>Baldwin</u> COUNTY	
CIRCUIT COURT	
<u>Aetna Discount Co.</u>	
vs.	Plaintiff
<u>Jack B. Lindsey</u>	
	Defendant
CIVIL COST BILL	
Term, 19____	
Fee Book _____	Page _____
<u>Perlozz, Reid & Burkman</u>	
	Plaintiff's Attorney
Defendant's Attorney	

10,337

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF ALABAMA

SOUTHERN DIVISION

In the matter of

*

No. 32,753

JACK BRYANT LINDSEY

*

In Proceedings for a
Composition or Extension
Chapter XIII, Section 622

Debtor

*

Notice of a creditors meeting as required by Chapter 13 of the Act having been given to all creditors as listed upon the Schedules of the Debtor, and at the creditors meeting held on the 9th day of May, 19 72, the debtor having filed a proposal for extension of time within which to pay his debts, which proposal was accepted by all creditors whose claims had been filed and allowed, and there being no adverse interest of record opposing said proposal,

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED:

(1) The extension proposal is hereby confirmed.

(2) All creditors of the debtor are hereby given notice to file their claims within sixty (60) days from the date of this decree.

(3) The debtor is required to pay the costs of court before the payment of any amounts are made to creditors whose claims have been filed and allowed as provided for in the extension.

(4) The debtor will pay into Court, to the Supervisor, the sum of \$18.00 per week payable weekly beginning May 12, 1972 out of which amount the Court Cost, including Referee's Expense Fund of \$15.00 will be paid, the Cost of administration and attorney's fee of \$75.00 to Ben Stokes, and an additional \$40.00 after \$1,500.00 has been paid

and when these costs have been satisfied, the following secured creditors will be allowed a preference in the amount set opposite their names:

N O N E

and the balance of the monies paid into Court will be distributed pro-rata among debtor's remaining creditors whose claims have been filed and allowed.

(5) Leslie H. Stuart, Supervisor, or his successor as such, is hereby appointed as Trustee in this case, with his general bond as his bond herein.

(6) Jurisdiction is retained of the debtor and his property during the period of the extension.

Given this the 10th day of May, 19 72.

SIDNEY J. GRAY
WILL G. CAFFEY, JR.
Referees in Bankruptcy

Copy to all scheduled creditors,
the debtor and his attorney of record.

If your claim has not been filed, please file same immediately.

YOUR CLAIM MUST BE FILED WITH THE REFEREE BEFORE YOU CAN RECEIVE
ANY PAYMENT UNDER THIS PROCEEDING

AETNA DISCOUNT COMPANY,
a corporation,

Plaintiff

vs.

JACK B. LINDSEY and
VERNELL LINDSEY, jointly
and severally,
Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

CASE NO. 10, 237

Plaintiff claims of the defendants the sum of \$ 672.00

for that heretofore on to-wit: 12-9-69 the defendant for a valuable
consideration, executed a written promissory note, a copy of
said instrument is attached hereto and made a part hereof, wherein they
agreed to pay Aetna Discount Company the sum of \$ 1,008.00
in installments of \$ 28.00 per month, including interest, commencing
on the to-wit: 1-9-70.

Plaintiff avers that defendants defaulted in payment thereunder on
to-wit: 3-9-72 and pursuant to the terms of said
promissory note the plaintiff herein declared the entire
balance due and owing. Plaintiff further alleges that the defendant waived
all right or claim of exemption under the Constitution and Laws of the
State of Alabama and agreed to pay a reasonable attorney's fee in the event
employment of an attorney was necessary for the collection, which said
attorney's fee plaintiff claims in the amount of \$ 112.00, which is
20 per cent of \$ 560.00, and plaintiff avers that same is
reasonable.

WHEREFORE, plaintiff claims of the defendant \$ 560.00
plus interest, plus attorney's fee in the amount of \$ 112.00, as
aforesaid.

PERLOFF, REID & BRISKMAN

BY: T. Dwight Reid
Attorney for Plaintiff

Defendant may be served;

Box 303, Whitehouse Forks Road
Stapleton, Alabama

APR 5 1972
EUNICE B. BLACKMON CIRCUIT
CLERK

STAPLE TO AL

EPOLICE

W. R. ELL

DATE:

17-69-69

1-20-90

OF \$ 0. AND 56 OF \$ 2
EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE
WITH INTEREST AFTER MATURITY AT 8% PER ANNUM.

FIRST PAYMENT DUE

1-04
AND SAME DAY
EACH MONTH

FINAL PAYMENT DUE

17-09-72

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the Payee, named above, or order, at its above office, the Amount of Note stated above, in successive monthly installments each in the amount and payable on the date set forth above, with the final installment payment on the date specified, with interest thereon at the rate of 8% per annum from maturity until paid. This promissory note is secured by security agreement as stated below.

[illegible][illegible]

TO HAVE AND TO HOLD THE SAME, FOREVER; PROVIDED, HOWEVER, that if Debtors shall pay or cause to be paid, when due, the sums of money owing on the loan or loans secured hereby, according to the terms of the promissory note evidencing said loan or loans, and shall perform the agreements hereof, then these provisions shall cease and terminate; otherwise to remain in full force and effect.

DEBTORS AGREE THAT: (1) If Debtors shall fail to make any payment provided in the promissory note above mentioned when such payment is due, whether it has become due by exercise of the option of the Secured Party to declare it due or otherwise, or if the Secured Party shall feel insecure or unsafe, or shall fear diminution of the value of the property, or if the Debtors shall sell or assign or attempt to sell or assign, the said property, or any petition in bankruptcy is filed by or against the Debtors, either or any of such cases shall be and constitute "default in payment hereunder." (2) Upon default in payment hereunder or upon breach of any agreement herein contained, the right of Debtors to retain possession of the subject property shall at once cease and determine, and thereupon, the Secured Party, without notice to the Debtors, may and hereby is authorized to enter upon the premises of Debtors or any place where such property or any part thereof may be found and take possession thereof, with or without process of law. (3) Upon default in payment hereunder, Secured Party, in its own name or in the name of Debtors, may and hereby is authorized to sell the subject property or any part thereof, at public or private sale, and out of the money arising from the sale, Secured Party shall deduct all expenses for retaking and selling subject property, including reasonable attorney's fees, the balance thereof to be applied to the debt due it, but shall return any overplus to Debtors. Debtors shall pay any deficiency. Secured Party may become a purchaser at any sale of the subject property. (4) Any failure of Secured Party to enforce any rights or remedies herein granted upon a default in payment hereunder or other breach shall not constitute a waiver of its right to enforce them thereafter. Such rights and remedies shall be in addition to those the Secured Party has by law.

In making application for registration and for a certificate of title to any motor vehicle, trailer or semi-trailer described hereinafter or in describing their interest in it for any purpose, Debtors covenant that they will state that they have executed and delivered the instrument to secure payment of the loan herein described. In the event possession of said motor vehicle, trailer or semi-trailer is delivered to the Secured Party, the Secured Party obtains possession by virtue of the agreements herein contained, debtors hereby agree to execute and deliver to Secured Party or to any person designated by Secured Party any and all assignments, applications and other documents necessary under the Motor Vehicle Act of Alabama to transfer the certificate of title and the registration of said motor vehicle, trailer or semi-trailer.

Debtors will keep the subject property insured for the full insurable value thereof.

Debtors will keep the subject property insured for the full insurable value.

Whenever context requires, masculine gender shall include feminine and plural shall include singular.

This security agreement covers the following property:

1 green divan
1 green chair
1 gray bed, 1 gray dresser
1 table 1 chair - brown

DESCRIPTION OF PERSONAL PROPERTY:

DESCRIPTION OF PERSONAL PROPERTY:		MOTOR NUMBER	SERIAL NUMBER
<p>NOTE - ALL of the household goods, furniture and personal property of every kind, nature and description now located in or about Debtors' premises at their address above set forth or at the address to which said property may hereafter be removed, including but not limited to the above listing.</p>			

MAKE OF AUTO	YEAR	BODY	MOTOR NUMBER	SERIAL NUMBER
one				

WITNESSE the hands of debtors.

Witnesses

Y

DENTON

DN4TG

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County
No. 10,337

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Jack B. Lindsey & Vernell Lindsey, Jointly &
severally

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.....

Jack B. Lindsey & Vernell Lindsey, Jointly & Severally

Defendant.....

by Aetna Discount Company, a corporation

Plaintiff.....

witness my hand this 5th day of April 1972

Eunice B. Blakner Clerk

PERLOFF, REID & BRISKMAN

ATTORNEYS AT LAW
257 ST. ANTHONY STREET
MOBILE, ALABAMA 36603

MAYER W. PERLOFF
T. DWIGHT REID
DONALD M. BRISKMAN

September 19, 1972

AREA CODE 205
TELEPHONE 433-5412

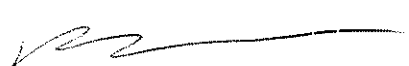
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama

Re: #10337-Aetna Finance Co.
vs. Jack B. & Vernell Lindsey

Gentlemen:

Please reinstate the above captioned matter on the trial docket as the defendant, Jack Lindsey, has been dismissed from Chapter 13 and a copy of said dismissal notice is enclosed.

Very truly yours,


T. DWIGHT REID

TDR/sjm
Enc.

cc: Hon. Wilson Hayes
P. O. Box 300
Bay Minette, Alabama 36507

Retra

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE SOUTHERN DISTRICT OF ALABAMA

In the matter of
JACK BRYANT LINDSEY

Debtor

*
*
*

In Proceedings for a
Composition and/or
Extension Chapter XIII

No. 32,753

ORDER OF DISMISSAL AND INJUNCTION

At Mobile in said District on the 12th day of
September, 19 72, before Sidney J. Gray and Will G.
Caffey, Jr., Referees in Bankruptcy:

It having been shown to the Court that the debtor has
failed to comply with the terms of the extension proposal as
confirmed herein, it is

ORDERED, ADJUDGED AND DECREED:

1. That the petition filed under Section 622 on the
12th day of April, 19 72, ~~be and the same~~
hereby is DISMISSED, and
2. That the Trustee be discharged and relieved of his
trust, and
3. That the creditors be, and they are hereby notified
of the dismissal.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

That the said debtor be, and he hereby is enjoined from
filing another petition under the provisions of Chapter XIII of
the Act of Bankruptcy in this Court for a period of 90 days from
the date of this order, unless for cause shown he be granted
permission by order of this Court.

DATED at Mobile, Alabama, this 12th day of
September, 19 72.

SIDNEY J. GRAY
WILL G. CAFFEY, JR.
Referee in Bankruptcy

AETNA DISCOUNT COMPANY,)
a corporation,

Plaintiff,

vs.

JACK B. LINDSEY and
VERNELL LINDSEY, jointly
and severally,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

Case No. 10,337

MOTION TO REINSTATE

Comes now the plaintiff in the above styled cause and shows
unto this Honorable Court as follows:

That on to-wit: April 13, 1972, a motion to stay was filed in
the above matter on behalf of the defendant. That since that time and
on to-wit: April 5, 1973, the defendant was dismissed from Chapter XIII
and is no longer under the jurisdiction of said District Court.

WHEREFORE, the premises considered, petitioner prays that
the Court will allow the case to be reset on the docket and dissolve the
motion to stay filed therein.

PERLOFF, REID & BRISKMAN

By: [Signature]
Attorney for Plaintiff

CERTIFICATE OF SERVICE
I do hereby certify that I have on this 10th
day of April, 1973, served a
copy of the foregoing pleading on counsel for
parties to this proceeding by mailing the same
by United States mail, properly addressed, and
first class postage prepaid.

[Signature]

FILED

APR 13 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

petra
IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE SOUTHERN DISTRICT OF ALABAMA

In the matter of

JACK BRYANT LINDSEY

Debtor

*

*

*

In Proceedings for a
Composition and/or
Extension Chapter XIII

No. 33,535

ORDER OF DISMISSAL AND INJUNCTION

At Mobile in said District on the 5th day of
April, 19 73, before Sidney J. Gray and Will G.
Caffey, Jr., Referees in Bankruptcy:

It having been shown to the Court that the debtor has
failed to comply with the terms of the extension proposal as
confirmed herein, it is

ORDERED, ADJUDGED AND DECREED:

1. That the petition filed under Section 622 on the
6th day of December, 19 72, be and the same
hereby is DISMISSED, and
2. That the Trustee be discharged and relieved of his
trust, and
3. That the creditors be, and they are hereby notified
of the dismissal.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED:

That the said debtor be, and he hereby is enjoined from
filing another petition under the provisions of Chapter XIII of
the Act of Bankruptcy in this Court for a period of 90 days from
the date of this order, unless for cause shown he be granted
permission by order of this Court.

DATED at Mobile, Alabama, this 5th day of
April, 19 73.

SIDNEY J. GRAY
WILL G. CAFFEY, JR.
Referee in Bankruptcy

AETNA DISCOUNT COMPANY,
a Corporation,

Plaintiff,

Vs.

JACK B. LINDSEY and VERNELL
LINDSEY, jointly & severally,

Defendants.

§

IN THE CIRCUIT COURT OF

§

BALDWIN COUNTY, ALABAMA

§

AT LAW

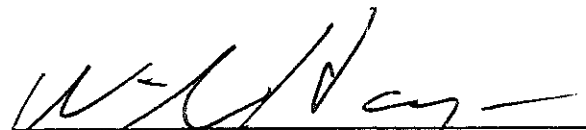
§

§

NUMBER: 10,337

Come now Defendants in the above styled cause and for
answer to the Bill of Complaint say:

1. Not guilty.



Wilson Hayes
Attorney for Defendants
P. O. Box 300
Bay Minette, Alabama 36507

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 26 day of May,
1972, served a copy of the foregoing pleading on counsel for
all parties to this proceeding by mailing the same by United
States Mail, properly addressed, with first class postage prepaid.



FILED

MAY 26 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

AETNA DISCOUNT COMPANY,) IN THE CIRCUIT COURT OF
a corporation,)
Plaintiff) BALDWIN COUNTY,
ALABAMA
VS:) AT LAW

JACK B. LINDSEY and)
VERNELL LINDSEY, jointly)
and individually,)
Defendants) CASE NO. 10,337

Comes now the Defendant Jack B. Lindsey in the above styled cause, by and through his attorney, Ben Stokes, and suggests bankruptcy, stating to the Court that he has filed a petition under the provisions of Chapter XIII, Bankruptcy Act, which is now pending in the Federal District Court, Southern Division, Mobile, Alabama.

WHEREFORE, Defendant moves that these proceedings be stayed...

GIBBONS, STOKES & CLARK

BY: Ben Stokes
BEN STOKES, Attorney for
Defendant Jack B. Lindsey

CERTIFICATE OF SERVICE
I ~~certify~~ that on this 12 day of April,
1972 a copy of the foregoing pleading has been
served upon counsel for all adverse parties to this
proceeding by mailing the same to each by first class
U. S. mail, properly addressed and postage prepaid.

Ben Stokes
ATTORNEY FOR

FILED

APR 13 1972

Eunice B. Blackmon CIRCUIT
CLERK

In the matter of	*	No. <u>32,753</u>
JACK BRYANT LINDSEY	*	In Proceedings for a
	*	Composition or Extension
Debtor	*	Chapter XIII, Section 522

IT IS BY THE COURT ORDERED, ADJUDGED AND DECREED:

- and when these costs have been satisfied, the following secured creditors will be allowed a preference in the amount set opposite their names:

(6) Jurisdiction is retained of the debtor and his property during the period of the extension.
Given this the 10th day of May, 19 72.

YOUR CLAIM MUST BE FILED WITH THE REFEREE BEFORE YOU CAN RECEIVE
ANY PAYMENT UNDER THIS PROCEEDING

AETNA DISCOUNT COMPANY,
a corporation,

Plaintiff

vs.

JACK B. LINDSEY and
VERNELLE LINDSEY, jointly
and severally,
Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

CASE NO. 10, 337

Plaintiff claims of the defendants the sum of \$ 672.00

for that heretofore on to-wit: 12-9-69 the defendant for a valuable consideration, executed a written promissory note, a copy of said instrument is attached hereto and made a part hereof, wherein they agreed to pay Aetna Discount Company the sum of \$ 1,008.00 in installments of \$ 28.00 per month, including interest, commencing on the to-wit: 1-9-70.

Plaintiff avers that defendants defaulted in payment thereunder on to-wit: 3-9-72 and pursuant to the terms of said promissory note the plaintiff herein declared the entire balance due and owing. Plaintiff further alleges that the defendant waived all right or claim of exemption under the Constitution and Laws of the State of Alabama and agreed to pay a reasonable attorney's fee in the event employment of an attorney was necessary for the collection, which said attorney's fee plaintiff claims in the amount of \$ 112.00, which is 20 per cent of \$ 560.00, and plaintiff avers that same is reasonable.

WHEREFORE, plaintiff claims of the defendant \$ 560.00 plus interest, plus attorney's fee in the amount of \$ 112.00, as aforesaid.

PERLOFF, REID & BRISKMAN

BY: T. Dwight Reid
Attorney for Plaintiff

Defendant may be served:

Box 303, Whitehouse Forks Road
Stapleton, Alabama

APR 5 1972
EUNICE B. BLACKMON CIRCUIT
CLERK

NO. AND STREET

CITY

MONTHLY INSTALLMENT DUE DATE

NO. 1533-9

09

SPOUSE

NOTE AMOUNT

1000.00

DATE

12-09-69

NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE

FIRST PAYMENT DUE

FINAL PAYMENT DUE

OFF \$ 0.00 AND 36 OF \$ 20.00

1-09-7

12-09-72

EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE

AND SAME DAY

EACH MONTH

WITH INTEREST AFTER MATURITY AT 8% PER ANNUM.

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the Payee, named above, or order, at its above office, the Amount of Note stated above, in successive monthly installments each in the amount and payable on the date set forth above, with the final installment payment on the date specified, with interest thereon at the rate of 8% per annum from maturity until paid. This promissory note is secured by security agreement as stated below.

It is understood that, time being of the essence, if any one of said installments or any portion thereof shall become due and remain unpaid, then all the remaining unpaid installments shall, at the option of the holder, and without any demand or notice to the undersigned be considered as due and payable. The undersigned, whether makers, co-makers, endorsers, sureties or guarantors severally and jointly waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice to either of them of such extension and without releasing them from liability hereunder. The undersigned agree to pay all costs of collecting or attempting to collect this note, including a reasonable attorney's fee, and each expressly waives as to this debt all rights to claim personal property as exempt under the laws and Constitution of the State of Alabama or of any State in the United States.

In further consideration of the said indebtedness the Debtors named above, for themselves and their heirs, executors, administrators and assigns, to secure the payment of the note amount stated above, to the Secured Party, the payee thereof, and to further secure the payment of any further or additional advances made by said Secured Party at any time before the entire indebtedness secured hereby shall be paid in full, but within 5 years from the date of the date of the note, or such other date as may be determined by the Secured Party, they have granted, sold and conveyed and break down and break down all other goods, chattels and personal property, furniture and household goods hereafter to be acquired by the Debtors or either of them and kept and used in or about their premises or communicated with or associated for any furniture, household goods, motor vehicle, parts or accessories herein covered.

TO HAVE AND TO HOLD THE SAME, FOREVER; PROVIDED, HOWEVER, that if Debtors shall pay or cause to be paid, when due, the sums of money owing on the loan or loans secured hereby, according to the terms of the promissory note evidencing said loan or loans, and shall perform the agreements hereof, then these premises shall cease and terminate; otherwise to remain in full force and effect.

DEBTORS AGREE THAT: (1) If Debtors shall fail to make any payment provided in the promissory note above mentioned when such payment is due, whether it has become due by exercise of the option of the Secured Party to declare it due or otherwise, or if the Secured Party shall feel insecure or unsafe, or shall fear diminution, removal or waste of said property, or if the Debtors shall sell or assign or attempt to sell or assign, the said property, or any petition in bankruptcy is filed by or against the Debtors, either or any of such cases shall be and constitute "default in payment hereunder." (2) Upon default in payment hereunder or upon breach of any agreement herein contained, the right of Debtors to retain possession of the subject property shall at once cease and determine, and thereupon, the Secured Party, without notice of any such occasion thereof, may and hereby is authorized to enter upon the premises of Debtors or any place where such property or any part thereof may be found and take possession thereof, with or without process of law. (3) Upon default in payment hereunder, Secured Party, in its own name or in the name of Debtors, may and hereby is authorized to sell the subject property or any part thereof, at public or private sale, and out of the money arising from the sale, Secured Party shall deduct all expenses for retaking and selling subject property, including reasonable attorney's fees, the balance thereof to be applied to the debt due it, but shall return any overplus to Debtors. Debtors shall pay any deficiency. Secured Party may become a purchaser at any sale of the subject property. (4) Any failure of Secured Party to enforce any rights or remedies herein granted upon a default in payment hereunder or other breach shall not constitute a waiver of its right to enforce them thereafter. Such rights and remedies shall be in addition to those the Secured Party has by law.

In making application for registration and for a certificate of title for any motor vehicle, trailer or semi-trailer described hereinafter or in describing their interest in it for any purpose, Debtors covenant that they will state that they have executed and delivered this instrument to secure payment of the loan herein described. In the event possession of said motor vehicle, trailer or semi-trailer is delivered up to Secured Party or Secured Party obtains possession by virtue of the agreements herein contained, debtors hereby agree to execute and deliver to Secured Party or to any person designated by Secured Party any and all assignments, applications, and other documents necessary under the Motor Vehicle Act of Alabama to transfer the certificate of title and the registration of said motor vehicle, trailer or semi-trailer.

Debtors will keep the subject property insured for the full insurable value thereof.

Whenever context requires, masculine gender shall include feminine and plural shall include singular.

This security agreement covers the following property:

- 1 green divan
- 1 green chair
- 1 gray bed, 1 gray dresser
- 1 chain - brown

- 1 Motor vehicle
- 1 Motor vehicle

DESCRIPTION OF PERSONAL PROPERTY:

~~NONE~~ - ALL of the household goods, furniture and personal property of every kind, nature and description now located in or about Debtors' premises at their address above set forth or at the address to which said property may hereafter be removed, including but not limited to the above listing.

MAKE OF AUTO	YEAR	BODY	MOTOR NUMBER	SERIAL NUMBER
none				

WITNESS the hands of debtors.

Witnesses:

Harold J. Pinner

Jack B. Lindsey

Wernell Lindsey

Wernell Lindsey

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 10,337

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Jack B. Lindsey & Vernell Lindsey, Jointly &
severally

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.....

Jack B. Lindsey & Vernell Lindsey, Jointly & Severally Defendant.....

by Aetna Discount Company, a corporation
..... Plaintiff.....

witness my hand this 5th day of April 1972

Eunice B. Blackner Clerk

No. 10,337

Page.....

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

AETNA DISCOUNT COMPANY, A CORP.

Plaintiffs

VS.

JACK B. LINDSEY & VERNELL LINDSEY,

Jointly & Severally Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

FILED

APR 5 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

APR 7 1972

TAYLOR WALKINS
SHERIFF

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

APR 7 1972

19.....

TAYLOR WALKINS
SHERIFF

Sheriff

I have executed this summons

this April 10 1972

by leaving a copy with

Jack B. Lindsey
Vernell Lindsey

Sheriff claims #48 miles

Men Census per mile 3.80

TAYLOR WALKINS, Sheriff

BY Sheriff
DEPUTY SHERIFF

Taylor W. Perkins Sheriff

W. B. Zeller Deputy Sheriff

Stapleto