

DETINUE — REPLEVY BOND OF PLAINTIFF

STATE OF ALABAMA }

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Baldwin Furniture Company

and

are held and firmly bound unto Richard Hall

in the sum of FIVE HUNDRED and 00/100

Dollars, for the payment of

which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this 26 day of June 19 72

The condition of the above obligation is such that whereas the said Baldwin Furniture Co.

did, on the 12 day

of June 19 72 sue out of the Circuit Court of Baldwin

a writ of detinue directed to any Sheriff of the State of Alabama commanding him to take into his possession the following property, to-wit: 7 pc Dinette Set; Lx6 Matt. & Bx Spring; Set Maple Bunk Beds; Chest of Drawers ; 66 " Sink; 7 pc Sofa Bed Suit; MayTag Washer; Baby Bed Mattress; Sofa and Chair

which said writ was placed in the hands of

Sheriff of Baldwin County, Alabama, on the 13 day of June, 19 72,

and executed by him on the 17 day of June, 19 72, by taking into his possession the following property, to-wit:

And whereas the said ~~Richard Hall~~ Richard Hall Defendant in said writ, has failed and neglected for the space of five days from the execution of said writ to give bond and take possession of said property as authorized by law.

Now if the said Baldwin Furniture Co. upon his failing in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay all damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to remain in full force and effect.

BALDWIN FURNITURE COMPANY, INC.

(SEAL)

(SEAL)

(SEAL)

Taken and approved this 26 day of June 19 72

Taylor A. Lewis
Sheriff, Baldwin County, Ala.

10,450

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

REPLEVY BOND
Of Plaintiff

vs.

Taken and approved this

day of _____, 196_____

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

No.

19.....

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon

Richard Hall

Route 1, Box 144A

Loxley, Alabama 36551

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

Baldwin Furniture Company of Bay Minette, Inc., a
Corporation

Witness my hand this 8th day of June 1972

Eunice B. Blackmon Clerk

COMPLAINT

BALDWIN FURNITURE COMPANY OF

RICHARD HALL

BAY MINETTE, INC., a Corp Plaintiff....

Versus Defendant....

The plaintiff.... claims of the defendant the following personal property, to-wit:

7 piece Louisville Dinette Set

4 X 6 Mattress and Box Springs

Set of Maple Bunk Beds

Chest of Drawers

66" sink

7 piece Sofa Bed Suite

Matag Washer

Baby Bed Mattress

8450 de Ville Sofa and chair

Alternate value of \$300.89

with the value of the hire or use thereof during the detention, to-wit:

from February 25 19 71 to June 6, 19 72

FILED

JUN 8, 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

Wilson Hayes
Wilson Hayes

Plaintiff's Attorney

69 279

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

BALDWIN FURNITURE COMPANY OF
BAY MINETTE, INC., a Corp.

Plaintiff....

VS.
RICHARD HALL

Defendant....

Detinue Summons and Complaint

FILED

Filed 19.....
JUN 6 1972

..... EUNICE B. BLACKMON Clerk
CIRCUIT CLERK

JUN 12 1972

TAYLOR WILKINS
SHERIFF

Wilson Hayes

Plaintiff's Attorney

Defendant's Attorney

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.

Eunice B. Blackmon Clerk

Received 17 day of June 1972
and on 17 day of June 1972
I served copy of the within affidavit on Richard Hall
By service on Taylor Wilkins Sheriff
40 mg R T.
Copy

Defendant lives at

Received in office

19.....

Sheriff

I have executed this summons

this 17-June 19.....

by leaving a copy with

attach The following Prop
7-Piece Dinette Set.
4x6 Mattress & Box Spring
Set of Bunk Bed.
Chest of Drawers.
66" sink
Three Sofa Seats
1-Washer.
1-Baby Bed.
Sofa & chair.
BAKERS Receipt obtained
H.F. BROWN Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

June 26, 1972

Defendant failed to make Bond in prescribed time and Bond made by Pltff. on this date and custody of property assumed by Pltff.

TAYLOR WILKINS, SHERIFF

by:

JMB
Deputy Sheriff

082304 69

10,450

STATE OF ALABAMA
Baldwin County

IN THE CIRCUIT COURT OF
Baldwin County

Before me, _____, a Notary Public in and for said County,
personally appeared Jon Knight who being by me
duly sworn deposes and says that the property sued for in the complaint of Baldwin Furniture
Company of Bay Minette, Inc., a Corporation filed in said Court, to-wit:
7 piece Louisville Dinette Set; 4 X 6 Mattress and Box Springs;
Set of Maple Bunk Beds; Chest of Drawers; 66" sink;
7 piece Sofa Bed Suite; Matag Washer; Baby Bed Mattress;
8450 de Ville Sofa and chair
belongs to Baldwin Furniture Company of Bay Minette, Inc., a Corp. the plaintiff.

Sworn to and subscribed before me this 8th
day of June, 19 72
W. H. Hay
Notary Public

Jon Knight
Jon Knight

STATE OF ALABAMA
Baldwin County

IN THE CIRCUIT COURT OF
Baldwin County

KNOW ALL MEN BY THESE PRESENTS. That we, Baldwin Furniture Company
of Bay Minette, Inc., a Corporation, Principal, and
_____, Surties, are held and
firmly bound unto Richard Hall, his heirs, executors and admin-
istrators in the sum of Fifty (\$50) Dollars,
for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the _____ day of June, 19 72

The condition of the above obligation is such that whereas, the above bound Baldwin Furniture
Company, Inc., a Corporation has on the _____ day of
June, 19 72 sued out a writ of detinue in the Circuit Court of Baldwin
County for the recovery of the following

described property, to-wit:

7 piece Louisville Dinette Set; 4 X 6 Mattress and Box Springs; Set of
Maple Bunk Beds; Chest of Drawers; 66" sink; 7 piece Sofa Bed Suite;
Matag Washer; Baby Bed Mattress; 8450 de Ville Sofa and chair

Now if the said Baldwin Furniture Company of Bay Minette, Inc., a Corp.
and shall pay to the said Richard Hall, the defendant in
said suit, all such costs and damages he may sustain by the wrongful complaint, then this obligation to
be void, otherwise, to remain in full force and effect.

Taken and approved this 8 day of June, 19 72 By: Baldwin Furniture Company, Inc. (SEAL)
Jon Knight (SEAL)
Jon Knight (SEAL)
Eunice B. Blackmon
Clerk, Circuit Court

JUN 8 1972

No. _____

STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

BALDWIN FURNITURE COMPANY OF
BAY MINETTE, INC., a Corporation

Plaintiff

VS.

RICHARD HALL

Defendant

Detinue — Affidavit and Bond

Filed this _____ day of _____ 19____

Clerk

DETINUE — REPLEVY BOND OF PLAINTIFF

STATE OF ALABAMA }
Baldwin County }

KNOW ALL MEN BY THESE PRESENTS, That we, Baldwin Furniture Company of Bay Minette, Inc., a Corporation
and Jon Knight
are held and firmly bound unto Richard Hall
in the sum of Six Hundred One and 78/100 Dollars, for the payment of
which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and ad-
ministrators.

Sealed with our seals and dated this 26 day of June 19 72

The condition of the above obligation is such that whereas the said Baldwin Furniture Company, Inc., a Corporation did, on the 8 day of June 19 72 sue out of the Circuit Court of Baldwin County, Ala a writ of detinue directed to any Sheriff of the State of Alabama commanding him to take into his possession the following property, to-wit: 7 piece Louisville Dinette Set; 4 x 6 Mattress and Box Springs; set of Maple Bunk Beds; Chest of Drawers; 66" sink; 7 piece Sofa Bed Suite; Matag Washer; Baby Bed Mattress; 8450 de Ville Sofa and chair

which said writ was placed in the hands of Taylor Wilkins,
Sheriff of Baldwin County, Alabama, on the 8 day of June, 19 72,
and executed by him on the 17 day of June, 19 72, by taking into his
possession the following property, to-wit: 7 piece Louisville Dinette Set; 4 x 6 Mattress and Box Springs; set of Maple Bunk Beds; Chest of Drawers; 66" sink; 7 piece Sofa Bed Suite; Matag Washer; Baby Bed Mattress; 8450 de Ville Sofa and chair

And whereas the said Richard Hall
Defendant in said writ, has failed and neglected for the space of five days from the execution of said
writ to give bond and take possession of said property as authorized by law.

Now if the said Baldwin Furniture Company of Bay Minette, Inc., a Corp.
in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay
all damages for the detention of the property and costs of suit, then this obligation to be void, otherwise
to remain in full force and effect.

BALDWIN FURNITURE COMPANY OF BAY MINETTE, INC.

By: Jon Knight (SEAL)
Jon Knight (SEAL)
Jon Knight (SEAL)

Taken and approved this 26 day of June 19 72

by: Taylor Wilkins
Sheriff, Baldwin County, Ala.

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

July 14, 1972

• Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Re: Baldwin Furniture Co. v Hall
Case #10,450

• Dear Eunice:

Please ask Judge Mashburn to dismiss the
above case and tax the cost against the Plaintiff.
This case has been settled and paid.

With kind regards, I am

Yours very truly,

Wilson Hayes

WH/mm

BAILEE'S RECEIPT

BAY MINETTE, ALA., June 1972

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:

7 piece Louisville Dinette Set
4 X 6 Mattress and box Springs
Set of Maple Bunk Beds
Chest of Drawers
66" Sink
7 piece Sofa Bed Suite
Matag Washer
Baby Bed Mattress
8450 de Ville Sofa and Chair

Alternate value of \$300.89

I further agree to deliver the above described personal property to the said Taylor Wilkins

....., Sheriff of Baldwin County, Alabama, upon his written order of demand.

Richard Hall, Bailee.

Witness : H. J. Brown

6-17-72

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

No. 10,450

19.....

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon
Richard Hall

Route 1, Box 144A

Loxley, Alabama 36551

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
Baldwin Furniture Company of Bay Minette, Inc., a
Corporation

Witness my hand this 8th day of June 1972

Eunice B. Blackmon Clerk

COMPLAINT

BALDWIN FURNITURE COMPANY OF

RICHARD HALL

BAY MINETTE, INC., a Corp Plaintiff... Versus Defendant...

The plaintiff... claims of the defendant the following personal property, to-wit:

7 piece Louisville Dinette Set

4 X 6 Mattress and Box Springs

Set of Maple Bunk Beds

Chest of Drawers

66" sink

7 piece Sofa Bed Suite

Matag Washer

Baby Bed Mattress

8450 de Ville Sofa and chair

Alternate value of \$300.89

with the value of the hire or use thereof during the detention, to-wit:

from February 25 1971 to June 6, 1972

FILED

JUN 8, 1972

Wilson Hayes

Plaintiff's Attorney

EUNICE B. BLACKMON CIRCUIT CLERK

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

Plaintiff....

VS.

Defendant....

Detinue Summons and Complaint

FILED

Filed 19.....

JUN 8 1972

Clerk

EUNICE B. BLACKMON
CIRCUIT CLERK

Plaintiff's Attorney

Defendant's Attorney

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.

Clerk

Defendant lives at

Received in office

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Sheriff

Deputy Sheriff

CONSUMER GOODS COLLATERAL INSTALLMENT NOTE

\$ 242.04 BAY MINETTE, ALA., July 10, 1971

For value received, the undersigned ("Debtor") promise(s) to pay to the order of BALDWIN COUNTY BANK, Bay Minette, Ala., ("Bank") or order, the sum of Two hundred forty two & 04/100 Dollars, payable in 12 installments of \$ 20.17 each, except the final installment which shall be \$ 20.17; the first installment shall be due on August 1, 1971, after date hereof, and one of such remaining installments shall be due on the 1st 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 Bank, at or before the payment of this note, hereby grant, bargain, sell and convey to Bank a security interest in the following property, to-wit:

One (1) E 15B National Chest Freezer Ser No. RE840473

Debtor agrees to maintain said collateral in good condition, ordinary wear and tear expected, and to insure the same against loss or damage by fire, theft and all expected risks to which the same may be exposed or which Bank may designate, in a reliable insurance company satisfactory to Bank with a loss payable clause in favor of Bank. Debtor assigns to Bank all right to receive proceeds of insurance not exceeding the unpaid balance under the note. directs insurer to pay all proceeds directly to Bank, and authorizes Bank to endorse any draft for the proceeds. Should Debtor fail to procure or to continue said insurance, the entire amount owing shall, at the option of Bank, become due and payable, or Bank may, but is not required to, procure the insurance desired, and any premiums paid by Bank shall become part of the debt secured hereby and shall become immediately due and payable. The collateral will be

kept at Rt. 2 Box 202 A, Bay Minette, Ala. 36507, and Bank may inspect the same at any time.
Street Number City State

Said collateral will not be sold, transferred or disposed of or be subjected to any unpaid charge, including taxes, or to any subsequent interest of a third party created or suffered by Debtor unless Bank consents in advance in writing to such charge, transfer, disposition or subsequent interest. Debtor will sign and execute, along or with Bank, any financing statement or other document or procure any document and pay all connected costs and expenses necessary to protect the security interests under this Security Agreement against the rights or interests of third persons, and Debtor will reimburse Bank for any action taken by it or on its behalf to remedy any default hereunder, including expenses of retaking, holding, preparing for sale and selling the collateral; the payment of reasonable attorney's fees and any other expenses of collection, plus interest thereon at 8 per cent per annum.

Any misrepresentation or misstatement in connection herewith, any non-compliance with or non-performance of any of Debtor's obligations or agreements hereunder, bankruptcy or insolvency proceedings instituted by or against Debtor and any assignment for the benefit of creditors by Debtor shall constitute default under this agreement. In the event of default, Bank may exercise its rights of enforcement under the Uniform Commercial Code of Alabama as now or hereafter in effect, and in conjunction with, addition to or substitution for those rights at Bank's discretion may enter upon Debtor's premises to take possession of or require Debtor to make the collateral available at some convenient place Bank designates, to enable Bank to take possession or dispose of the collateral. Bank may, at its sole option, waive or remedy any default without waiving the default remedied and without waiving any other prior or subsequent default. In the case of a default where Bank has taken possession of the collateral and where Bank is required to give notice as to when the collateral will be sold, Bank hereby agrees to give the Debtor five days advance notice of said sale or disposition of collateral in writing. In the event of any default hereunder, Debtor is liable to Bank for any deficiency and shall be entitled to any net surplus that may arise from the sale or other collecting from the collateral hereunder.

The property described in this security agreement likewise becomes security for the payment of any and all other liability or liabilities of the undersigned to Bank whether the same be now existing or hereafter contracted, now due, or hereafter to become due, whether contracted directly with the owner or holder, or whether Bank acquired by assignment or otherwise from another, and whether said liability be absolute or contingent, joint or single or both. In the event of default or insolvency by Debtor, Bank is authorized to apply to the debt secured hereby any funds in Bank belonging to Debtor and to any surety or guarantor hereof.

Debtor covenants and agrees that all information supplied and statements made by him in any financial or credit statement or application for credit prior to this security agreement are true and correct; that no financing statement covering the collateral or its proceeds is on file in any public office; that except for the security interests granted in this security agreement there is no adverse lien, security interest or encumbrance in or on the collateral covered hereby; that the addresses of Debtor's residence or place or places of business, if any, are those appearing below his signature. Debtor will immediately advise Bank in writing of any change in the Debtor's residence or business address, and in the case where the collateral is used for business purposes, to advise Bank of any new place of business. If more than one Debtor executes this Security Agreement, their obligations hereunder shall be joint and several.

The term "Debtor" as used in this instrument shall be construed as singular or plural to correspond with the number of persons executing this instrument as Debtor. The pronouns used in this instrument are in the masculine gender but shall be construed as feminine or neuter as occasion may require. "Secured Party" and "Debtor" as used in this instrument includes the heirs, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties.

VOL 69 PAGE 719

Rt. 2 Box 202 A
(Debtor's Address)

Bay Minette, Alabama 36507

Ruby E. Morrow
(Debtor's Signature)
Ruby E. Morrow
(Debtor's Signature)

(133)

[illegible]

DUVAL-MOBILE

SECURITY AGREEMENT, CONSUMER GOODS AND EQUIPMENT

DATE April 26, 1971

The undersigned "BUYER" hereby grants to seller, hereafter known as Secured Party interest in the following described collateral, which Secured Party sells to Buyer upon the terms stated below. Buyer accepts delivery in good condition as of today.

1965 Ford Custom 500 4Dr. Sedan 8Cyl.

Serial No. 5A520245725

together with all increases, parts, fittings, accessories, equipment, special tools, renewals and replacements of all or any part thereof and other goods of the same class whether now owned or hereafter acquired by Buyer and proceeds thereof. The inclusion of proceeds in this Security Agreement does not authorize Debtor to sell, dispose or otherwise use the collateral in any manner not specifically authorized by this agreement. Said security interest is granted to secure the performance and payment of Buyer's obligations hereunder, including the payment as and when due of Buyer's promissory note or notes executed pursuant to this Security Agreement.

The purchase price is \$1188.51, of which \$395.25 is paid herewith, and the balance of \$793.26, which Buyer promises to pay as set forth under item 1 below, and as shown by a promissory note bearing even date herewith, at an office of The Baldwin County Bank, Bay Minette, Alabama.

Item One. 18 successive monthly installments, as follows: 18 installments of \$44.07 and _____ installments of \$ _____, beginning June 10, 1971 R.E.M.

Item Two. _____

If Buyer and any Co-Signers are in default in any payment of any installment, they shall immediately pay Secured Party (in addition to all amounts then due hereunder) a late charge calculated at the rate of five percent (5%) for each dollar of installment so in default. Until all installments, and all other amounts due hereunder have been paid, Secured Party shall retain title to and a security interest in the goods.

Buyer warrants that the goods are bought primarily for the use checked below:

- ☒ for personal, family or household purposes
- ☐ in business
- ☐ farm purposes
- ☐ business purposes and that the location specified below is the Buyer's only place of business, with exception of _____

☐ FUTURE ADVANCES: This security agreement covers, and the collateral secures, all future advances.

☐ the collateral is being acquired by the Buyer with the proceeds of the note which will be used for no other purpose. Buyer hereby authorizes Secured Party to disburse said proceeds to the seller of the collateral and/or to the insurance agent or broker, as shown on Secured Party's records unless Secured Party consents in writing to another use.

If collateral is to be wholly or partly affixed to real estate or other goods, a description of the real estate or other goods is as follows:

and the name of the record owner of such real estate or other goods is _____

Buyer agrees to maintain said collateral in good condition, ordinary wear and tear excepted, and to insure the same against loss or damage by fire, theft and all expected risks to which the same may be exposed or which Secured Party may designate, in a reliable insurance company satisfactory to Secured Party with a loss payable clause in favor of Secured Party. Buyer assigns to Secured Party all right to receive proceeds of insurance not exceeding the unpaid balance under the note, directs insurer to pay all proceeds directly to Secured Party, and authorizes Secured Party to endorse any draft for the proceeds. Should Buyer fail to procure or to continue said insurance, the entire amount owing shall, at the option of Secured Party, become due and payable, or Secured Party may, but is not required to, procure the insurance desired, and any premiums paid by Secured Party shall become part of the debt secured hereby and shall become immediately due and payable. The collateral will be kept at Rt. 2, Box 302A Bay Minette, Ala.

and Secured Party may inspect the same at any time. Said collateral will not be sold, transferred or disposed of or be subjected to any unpaid charge, including taxes, or to any subsequent interest of a third party created or suffered by Buyer unless Secured Party consents in advance in writing to such charge, transfer, disposition or subsequent interest. Buyer will sign and execute, alone or with Secured Party, any financing statement or other document or procure any document and pay all connected costs and expenses necessary to protect the security interests under this Security Agreement against the rights or interests of third persons, and Buyer will reimburse Secured Party for any action taken by it or on its behalf to remedy any default hereunder, including expenses of retaking, holding, preparing for sale and selling the collateral; the payment of reasonable attorney's fees and any other expenses of collection, plus interest thereon at 8 per cent per annum.

Any misrepresentation or misstatement in connection herewith, any non-compliance with or nonperformance of any of Buyer's obligations or agreements hereunder, bankruptcy or insolvency proceedings instituted by or against Buyer and any assignment for the benefit of creditors by Buyer shall constitute default under this agreement. In the event of default, Secured Party may exercise its rights of enforcement under the Uniform Commercial Code of Alabama as now or hereafter in effect, and in conjunction with, addition to or substitution for those rights at Secured Party's discretion may enter upon Buyer's premises to take possession of or require Buyer to make the collateral available at some convenient place Secured Party designates, to enable Secured Party to take possession or dispose of the collateral. Secured Party may, at its sole option, waive or remedy any default without waiving the default remedied and without waiving any other prior or subsequent default. In the case of a default, where the Secured Party has taken possession of the collateral and where the Secured Party is required to give notice as to when the collateral will be sold, Secured Party hereby agrees to give the Buyer five days advance notice of said sale or disposition of collateral in writing. In the event of any default hereunder, Buyer is liable to Secured Party for any deficiency and shall be entitled to any net surplus that may arise from the sale or other collecting from the collateral hereunder.

Buyer covenants and agrees that all information supplied and statements made by him in any financial or credit statement or application for credit prior to this Security Agreement are true and correct; that no financing statement executed by Buyer covering the collateral or its proceeds is on file in any public office; that except for the security interests granted in this Security Agreement there is no adverse lien, security interest or encumbrance in or on the collateral covered hereby arising under any instrument executed by Buyer; that the addresses of Buyer's residence or place or places of business, if any, are those appearing below his signature. Buyer will immediately advise Secured Party in writing of any change in the Buyer's residence or business address, and in the case where the collateral is borrowed for business purposes, to advise Secured Party of any new place of business. If more than one Buyer executes this Security Agreement, their obligations hereunder shall be joint and several.

THERE ARE NO EXPRESS WARRANTIES UNLESS THEY APPEAR IN WRITING, SIGNED BY THE SELLER, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SALE OF THE COLLATERAL.

The term "Debtor" as used in this instrument shall be construed as singular or plural to correspond with the number of persons executing this instrument as Debtor. The pronouns used in this instrument are in the masculine gender but shall be construed as feminine or neuter as occasion may require. "Secured Party" and "Debtor" as used in this instrument include the heirs, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties.

Secured Party may assign this Security Agreement, and upon assignment the assignee shall be entitled, after notifying Buyer, to performance of Buyer's obligations and agreements and to all of the rights and remedies of Secured Party hereunder. Buyer will assert no claims or defenses he may have against Secured Party against the assignee thereof except those granted in this Security Agreement. Buyer authorizes Secured Party or assigns to correct patent errors in said contract and other papers executed by undersigned in connection therewith.

Secured Party (Dealer)

HADLEY MOTOR COMPANY INC.,
112 HOYLE AVENUE
BAY MINETTE, ALABAMA 36507

John O. Hadley (PRESIDENT)

Secured Party (Dealer) Sign Here

Buyer

MRS. RUBY E. MORROW
Ruby E. Morrow
Buyer's signature(s)
Rt. 2, Box 302A
BAY MINETTE, ALABAMA 36507
Buyer's Mailing Address

SECURED PARTY'S (DEALER) REPRESENTATION AND ASSIGNMENT

1. Have you reason to believe Purchaser violates any laws concerning liquors or narcotics? NO
Answer Yes or No
2. Was this Purchaser's name ever rejected by any other Finance Company, Bank or Banker? NO
Answer Yes or No

FOR VALUE RECEIVED, Undersigned does hereby sell, assign, and transfer to THE BALDWIN COUNTY BANK, BAY MINETTE, its successors and assigns all of his, its or their right, title and interest in and to the contract on the reverse side hereof, and the chattels referred to therein, hereby granting full power to assignee either in its own or in undersigned's name to take all such legal or other proceedings as undersigned might have taken, save for this assignment. Undersigned warrants that said contract is genuine and in all respects what it purports to be; that the down payment made by the purchaser as stated in the contract was in cash and not its equivalent unless otherwise mentioned in the contract; and that no part thereof was loaned directly or indirectly by the undersigned to the purchaser; that undersigned had a title free and clear of all incumbrances at the time of the execution of this contract by the Purchaser; that the Purchaser is 21 years of age or older; that the answers by undersigned to the questions above are true and complete, and that the undersigned has no knowledge of any facts which impair the validity or value of said contract. Undersigned makes said warranties for the purpose of inducing the Baldwin County Bank, Bay Minette, to purchase the said contract and the note referred to therein; and if such warranties should be untrue, undersigned shall buy from The Baldwin County Bank, Bay Minette, upon demand, said note and contract, and will pay therefor not less than the amount owing thereon, plus any and all costs and expenses paid or incurred by the Baldwin County Bank, Bay Minette, in respect thereto, and said remedy shall be cumulative and not exclusive and shall not affect any other right or remedy that The Baldwin County Bank, Bay Minette, might have at law or in equity against undersigned.

The Baldwin County Bank, Bay Minette, is hereby authorized to correct patent errors in said contract and other papers executed, endorsed or assigned by Undersigned in connection therewith.

WITNESS the signature and Seal of the Undersigned at BAY MINETTE, ALABAMA
Place

Dated APRIL 26, 19 71

Witness _____

HADLEY MOTOR COMPANY INC., (L
(Dealer Sign Here)
John O. Hadley (PRESIDENT) (L.S.)
By _____ (Owner, Officer or Firm Member) (L.S.)

For value received, pay to the order :

The Baldwin County Bank

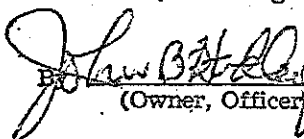
Bay Minette

Alabama

- ☒ With recourse
☐ Without recourse

The undersigned endorsers, jointly and severally guarantee payment of principal and interest after maturity at the highest legal contract rate, collecting expenses, costs and attorney's fee, as and when the same shall become due and of any extension or renewal of the within note in whole or in part, accepting all its provisions, and authorizing the maker, without notice to undersigned, to obtain an extension or extensions in time for the payment of this note or any part thereof, and undersigned do hereby waive demand, presentment for payment, protest and notice of protest and non-payment; and we, severally agree that in case of non-payment of principal or interest after maturity when due, suit may be brought by the holder of this note against any one or more or all of us at the option of said holder, whether or not such suit has been commenced against the maker, and that in any such suit the maker may be joined with one or more or all of us, at the option of the holder. It is agreed that this note becomes immediately due and payable (less any payment made on the within note) in event of non-payment at maturity of any installment thereof and against this obligation, we do each separately and severally waive all right to claim any personal property exempt under the Constitution and Laws of the State of Alabama or any other State of the United States.

HADLEY MOTOR COMPANY INC. (U.S.)
(Dealer Sign Here)

 (PRESIDENT)
(Owner, Officer or Firm Member)