

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon FRANK JURJEVICH and CAROLYN MICHELLE JURJEVICH, 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 FRANK JURJEVICH and CAROLYN MICHELLE JURJEVICH, Defendants by HELEN CHAPMAN, Plaintiff.

Witness my hand this 27 day of July, 1972.

Eunice B. Blackmon  
Clerk

\*\*\*\*\*  
HELEN CHAPMAN \* IN THE CIRCUIT COURT OF  
Plaintiff \* BALDWIN COUNTY, ALABAMA  
vs \* AT LAW  
FRANK JURJEVICH and \* CASE NO. 10,510  
CAROLYN MICHELLE \*  
JURJEVICH \*  
Defendant \*

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The Plaintiff claims of the Defendants Seven Hundred Twenty (\$720.00) Dollars due from them by account between the defendants and Helen Chapman on to-wit the 14th day of February 1972 for board and lodging furnished by the plaintiff at the request of the defendants for Jenny Jurjevich from February 14, 1972 to July 20, 1972; and for board and lodging furnished Carolyn Michelle Jurjevich from April 17, 1972 to July 20, 1972, which sum of money with interest thereon is still unpaid.

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The Plaintiff claims of the Defendants One Thousand Eight Hundred Seventy-five (\$1875.00) Dollars due from them by account between the defendants and Helen Chapman for money loaned by the said Helen Chapman to the defendants on June 1970 and in the months of October, November and December 1970 and in the months of May, June and July 1971 which sums of money with interest thereon is still unpaid.

The Plaintiff claims of the Defendants Five Hundred Thirty-six & 36 (\$536.36) Dollars due from them by promissory note made by defendant on January 5, 1972 payable to the Baldwin County Bank and endorsed by plaintiff on said date; said note being payable in 18 instalments of \$33.11 beginning February 10, 1972 and said note and mortgage is past due.

  
Attorney for Plaintiff

*Respondents may be served at:  
206 Blackburn Avenue  
Bay Minette, Al.*

FILED

JUL 27 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

Received 27 day of July 1972  
and on 31 day of July 1972  
I served a copy of the within Frank Jurjewick  
on Carolyn M. Jurjewick  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By W. A. Tolbert D.S.

Sheriff claims 00 miles at \_\_\_\_\_  
Ten Cents per mile Total \$ \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
BY \_\_\_\_\_ DEPUTY SHERIFF

# 10,510

I

Nelen Chapman

vs.

Frank Jurjewick &  
Carolyn Michelle Jurjewick

FILED

JUL 27 1972

EUNICE B. BLACKMON CIRCUIT CLERK

RECEIVED

JUL 27 1972

TAYLOR WILKINS  
CLERK

C. L. Thompson

# CONSUMER GOODS COLLATERAL INSTALLMENT NOTE

\$ 595.98 BAY MINETTE, ALA., January 5, 19 72

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 Five Hundred Ninety Five Dollars & 98/100 Dollars, payable in 18 installments of \$ 33.11 each, except the final installment which shall be \$ 33.11; the first installment shall be due on February 10, 19 72, after date hereof, and one of such remaining installments shall be due on the 10th 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 ten 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) 1965 Volkswagon 2 door Ser # 115-65-8070

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 \_\_\_\_\_, 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 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.

105 1/2 E. 4th St. Bay Minette, Ala.

(Debtor's Residence)

Mrs. Michelle Jurjevich

(Debtor's Signature)

(Debtor's Residence)

(Debtor's Signature)

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt; and they agree that time of payment may be extended without notice to them at such extension. 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, endorser, guarantor, or any of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

Nolen Chapman (Seal)

(Seal)

(Seal)

[illegible]

**DUYALL—MOBILE**