

No. 41780 Mobile, Ala., October 6 1956 3475

Twelve months AFTER DATE, WITHOUT GRACE I PROMISE TO PAY TO THE ORDER OF

THE FIRST NATIONAL BANK OF MOBILE \$ 410.00

Four hundred and ten - - - - - DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE **FIRST NATIONAL BANK** IN MOBILE, ALABAMA.
MOBILE ALABAMA

THERE HAS BEEN DEPOSITED AND PLEDGED AS COLLATERAL SECURITY FOR THE PAYMENT OF THIS NOTE, OR ANY OTHER LIABILITY OR LIABILITIES OF THE UNDERSIGNED TO THE OWNER THEREOF, WHETHER THE SAME BE NOW EXISTING, OR HEREAFTER CONTRACTED, NOW DUE, OR HEREAFTER TO BECOME DUE, THE FOLLOWING PROPERTY, BELONGING TO THE UNDERSIGNED, TO-WIT:

Chattel Mortgage on 1951 Oldsmobile

And full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto at public or private sale, at the option of the owner or holder of this note, his, their, or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, or in the event the undersigned fail or refuse to make any deposit as hereinafter required and the holder hereof declares this note immediately due and payable, at any time or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice at the market price, and if there is no market price, then at its value; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if any attorney is employed, or consulted, second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt, which the undersigned may now or hereafter owe to the owner or holder of this note, either as principal, surety, endorser, or otherwise, and if any surplus remains the same shall be paid to the undersigned.

To further secure the payment of the indebtedness evidenced by this note, the undersigned agree and bind themselves to deposit in THE FIRST NATIONAL BANK OF MOBILE, in Mobile, Alabama, in a special account to be designated "Loan Security Account" of the undersigned, \$ 34.00 per month for 12 consecutive months, and one final deposit of \$ 36.00

the first deposit to be made on 11/6/56 Said account is hereby pledged to and shall secure the payment of this loan, and the funds deposited therein shall not be subject to withdrawal, voluntarily or involuntarily, without the payment of this loan.

Said bank agrees to pay to the undersigned interest on said special account at the rate of 0 % per annum, computed from the due date of each deposit, (provided such deposit is made on or before the due date), to the maturity date of this note, provided

that interest shall not begin to accrue on any deposit made after its due date until the 0 day of the month in which the deposit is made, or if the deposit is made after that day, until that day of the following month. As often as the making of any such deposit may be delayed beyond the day as herein agreed to be made, the undersigned promise to pay to the holder hereof, at or before the next successive deposit date, an amount calculated at the rate of five cents per one dollar of each such delayed deposit, and to make such payments for the purpose of defraying the expense of following up and handling the said delinquent payments.

If the undersigned fail or refuse to make any such deposit, as herein provided, then, at the option of the holder of this note, the same shall become immediately due and payable, and said bank, if it is at the time this note is declared due and payable the holder hereof, shall apply, without notice to us, the amount of the special account as a payment hereon. If this note at the time of said default shall be in the hands of a holder other than said bank, then we order and direct said bank upon such default and upon the holder of this note declaring this note immediately due and payable, to pay without notice to us the amount of the funds in said special account to said holder upon his demand. If after the application of the funds in said special account on the payment of this note there shall remain any further amount due hereon, the undersigned agree to pay the same immediately to the holder hereof.

Should this note be not paid at maturity, the bank may, without notice to us, apply the funds in said special account to the payment hereof; and in the event this note shall then be in the hands of a holder other than said bank, said bank is ordered and directed to pay, without notice to us, said funds to the holder hereof upon his demand.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself severally agrees (a) to pay this note, and (b) to pay interest from the date of maturity ("Maturity" shall include in its definition the date the note is declared by the holder thereof to be due and payable upon default, as herein provided) at the rate of eight per cent per annum until paid. Each of said parties waives, as to this debt, all rights of exemption under the constitution and laws of Alabama, or any other state, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure, this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the maker, endorser, surety, or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them.

ADDRESS: Gen Del, Robertsedale, Ala.

P.O. Box 192, Foley, Ala.

C. G. Papp
J. W. Klug Co-signer

a corporation, as Assignee
of the FIRST NATIONAL BANK
OF MOBILE, a corporation,

VS

DEFENDANT

Comes the defendant in the above entitled cause and demurs to the complaint, and separately and severally to each count thereof, and for grounds of demurrer, assigns, separately and severally the following:

1. Said count is vague and indefinite.
2. Said count states no cause of action against the defendant.

James A. Brinn
ATTORNEY FOR DEFENDANT

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.

March TERM, 1958

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon J. W. Klug

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 J. W. Klug
....., Defendant

by Sun Insurance Office, Ltd., a corporation, as Assignee of the
First National Bank of Mobile, a corporation Plaintiff.....

Witness my hand this 10 day of March 1958.

Reese J. Duck Clerk

SUN INSURANCE OFFICE, LTD.
a corporation, as Assignee
of the FIRST NATIONAL BANK
OF MOBILE, a corporation,

Plaintiff

vs.

J. W. KLUG,

Defendant

IN THE CIRCUIT COURT OF

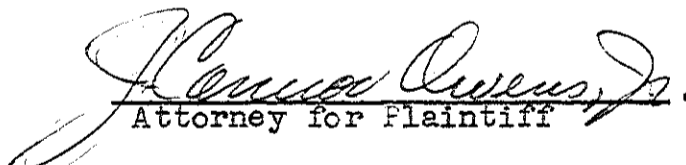
BALDWIN COUNTY, ALABAMA

IN LAW.

The plaintiff claims of the defendant \$366.48, the balance due on a promissory note made by him on the 6th day of October, 1956, and due twelve (12) months after date, payable to the First National Bank of Mobile, Mobile, Alabama, which note was for a valuable consideration before maturity, to-wit: March 14, 1957, assigned to the plaintiff, together with interest thereon from date.

Plaintiff further alleges that in and by the terms of said note, the defendant waived all rights of homestead and exemption under the laws of the State of Alabama, and plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the defendant agreed to pay all costs of collection of the same, and the plaintiff claims the further and additional sum of \$45.00 as a reasonable attorney's fee in the premises, as said fee is provided for in said note.


Attorney for Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN LAW NO. 3475

SUN INSURANCE OFFICE, LTD.
as Assignee of the
First National Bank of
Mobile,

Plaintiff

vs.

J. W. KLUG,

Defendant

SUMMONS AND COMPLAINT

FILED

MAR 10 1958

AUGUST H. DUKES, Clerk

J. Connor Owens, Jr.
Attorney at Law
Bay Minette, Alabama

Defendant lives at Foley,
Alabama

Received 11 day of Mar 1958
at 11 day of April 1958
served a copy of the within P.P.
on J. W. Klug

by service on
TAYLOR WILKINS, Sheriff
By Foley
Foley

Sheriff claims 7.2 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY Chidress
DEPUTY SHERIFF