K 3489

NOTE—STATEMENT—CHATTEL MORTGAGE

Certificate and Note No. 7-1639

Amount of Note $ 195.00 Date Loan Made 11/15/ 19 62 Maturity Date 12/5 / 19 63

IN CONSIDERATION of a loan made by the company named below at its said office in the amount hereof the undersigned jointly and severally promise to pay to the order of said company at its said office said amount, as above indicated, together with interest from maturity at the highest lawful contract rate until paid, with all costs of collection, including reasonable attorney's fees, if collected by law or through an attorney-at-law.

MANNELLY FINANCE CORP.
713 CHURCH STREET
NASHVILLE, TENNESSEE

BORROWERS NAME(S) William I. and Elaine Abel
ADD. [redacted]
CITY OF [redacted] COUNTY OF [redacted] N.

And to secure the payment hereof, the undersigned has or have this day assigned to and deposited with the Company an Installment Investment Certificate of the Company, bearing the same date and number as this note, and we, the undersigned, hereinafter called "Makers," agree and promise to pay to and deposit with the Company the full amount of said Installment Investment Certificate in the following manner:

Amount of Certificate	Date of Purchase	First Payment Due	Others	of Each Month	Maturity Due Date
195.00	11/15/62	12/15/62	15th		12/15/63
Payable in Payments 13 Monthly	Amount of Payments (Except Final) 15.00	Note: Each payment delinquent over 5 days is subject to PENALTY of 5c for each $1	Final Payment (Amount) 15.00		Final payment in any case equal to unpaid deposits, delinquent charge, and interest on note from maturity.

CHATTEL MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that the herein named Mortgagor(s) hereby mortgages and pledges to the Corporation named above, hereinafter termed Mortgagee (a) that certain motor vehicle(s) described below, together with all equipment and accessories thereunto now and hereafter attached, and/or (b) the hereinafter described personal property, situated at the address where Mortgagor now resides, as set forth in the hereinafter mentioned promissory note and/or (c) Installment Investment Certificate shown as security for the payment of a promissory note in the amount, date and terms stated above, subject to acceleration in time of payment in event of failure of Mortgagor to keep and perform certain conditions, provisions and stipulations therein and herein contained. Reference is hereby made to said promissory note now on file in the office of Mortgagee for the particular provisions thereof. Said promissory note further provides that the payment thereof may be enforced by separate action, without waiver of this Mortgage. This mortgage shall also secure all future advances as may be made from time to time to Mortgagor by Mortgagee, and for any further indebtedness which shall hereafter be owing to Mortgagee by Mortgagor but not to exceed in the aggregate amount outstanding at any one time the sum of $2500 and this mortgage shall secure the performance by Mortgagor of each of the following covenants and conditions as set forth herein.

1. To secure payment of all sums due hereunder and under any other obligation given by Mortgagor to Mortgagee, Mortgagor does hereby grant, convey and mortgage unto said Mortgagee the herein described property to have and to hold the same forever, provided that if said Mortgagor shall fully pay said Mortgagee all sums due in cash and shall keep and truly perform all agreements and covenants herein, then this mortgage shall be void, otherwise to remain in full force and effect. Mortgagor warrants that the title of said property is vested in Mortgagor free of all liens and encumbrances. This chattel mortgage is given as security for money advanced.

2. Mortgagor shall keep said property free from all attachments, execution, liens, taxes and encumbrances, shall not use the same nor permit it to be used illegally, for hire, or in any contest, and shall not remove the automobile from this state or remove the furniture from the address where located on this date without the Mortgagee's written permission. Neither loss of nor injury to said property shall relieve Mortgagor from his obligations hereunder. Mortgagee, or the holder of this mortgage, is expressly given the right to go on public or private property in enforcing any of Mortgagee's rights hereunder without the same in any manner constituting a trespass against the Mortgagor(s) herein; consent to such entering by Mortgagee on public or private property is expressly given by Mortgagor(s).

3. If this mortgage includes a motor vehicle, the Mortgagors covenant that they will at their own cost and expense procure insurance of the property for the benefit of the Mortgagee with an insurance company duly qualified to act in this state and in an amount agreeable to the Mortgagee against loss or damage by fire, theft, collision and conversion. Said policies and certificates thereof shall be delivered to the Mortgagee and the Mortgagee may make any settlement or adjustment on any claim or claims for all loss received under, or by virtue of any insurance policies or otherwise and receive and collect the same and execute in the name of the Mortgagors and deliver all such instruments and do all such acts as attorney in fact irrevocable for the Mortgagors, as may be necessary or proper or convenient to effectuate any such settlement, adjustment or collection without liability for the alleged inadequacy of the settlement and adjustment. Should the Mortgagors fail to procure such insurance or keep the same in full force and effect for the duration of this mortgage, then at the option of the Mortgagee, its successors or assigns the entire amount then unpaid shall immediately become due and payable. Any insurance collected by Mortgagee may be applied at Mortgagee's option to the repair and restoration of said property, or upon the indebtedness of Mortgagor. Mortgagor agrees to repay Mortgagee on demand any payment made by Mortgagee preserving or protecting the lien of this mortgage against attachments, executions, and other claims of lien. Mortgagor shall pay all filing fees.

4. Mortgagee may also require the Mortgagors to procure and maintain insurance upon other goods and chattels conveyed by this mortgage in such amounts and of such terms as may be satisfactory to the Mortgagee. All repairs and upkeep of the property shall be at the Mortgagor's expenses and any repairs or additions made to the property shall become part thereof and shall be operated to secure the indebtedness in the same manner as the original property. This mortgage may be assigned and/or said note negotiated without notice to the Mortgagors and when assigned and/or negotiated shall be free from any defense, counter-claim or cross-complaint by Mortgagors. The assignee shall be entitled to the same rights as his assignor.

5. In the event the Mortgagor defaults in payment or fails to comply with any conditions of this mortgage, or defaults in any term or condition of any other obligation, agreement or indebtedness owing to Mortgagee (or holder), or a proceeding in bankruptcy, receivership or insolvency be instituted against the Mortgagor or his property, then and in any of such events, this mortgage at the election of Mortgagee (or holder) shall be deemed in default and the full principal amount of this loan shall immediately become due and payable, and upon any such default the Mortgagee or any officer of the law may take immediate possession of said property including any equipment or accessories thereto without legal process, without demand (possession after default being unlawful), and for this purpose the Mortgagee may enter upon the premises where said property may be and remove same without same in any manner constituting a trespass. The Mortgagee may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to the Mortgagor, with or without having such property at the place of sale and upon such terms and in such manner as the Mortgagee may determine, Mortgagee may become the purchaser at any such sale; the Mortgagee shall deduct all expenses for retaking, repairing and selling such property, including reasonable attorney's fees. The balance thereof shall be applied to the amounts due under this mortgage and any other obligation in favor of Mortgagee; in case of deficiency the Mortgagor shall pay the same with interest at highest lawful contract rate together with a reasonable attorney's fee for the recovery thereof. Time is of the essence of this promissory note and mortgage and acceptance by the Mortgagee of any payment required hereunder, after the same is due, shall not constitute a waiver of this or any other provision of this mortgage. Mortgagor(s) hereby waives the right to remove any legal action from the court originally acquiring jurisdiction, and waives all homestead and other property exemption laws.

6. All of the covenants and obligations herein contained shall be considered joint and several covenants and obligations of each maker and co-maker hereof.

Description of mortgaged property:
All of the household goods and each automobile now located in or about Mortgagors' residence at their address above set forth, and especially the following:

1 2pc. Early American Living Room Suite of 1 Sofa, 1 Chair
1 2pc. Green Living Room Suite of 1 Sofa, 1 Chair
1 Mahogany Coffee Table
2 Mahogany End Tables
1 Westinghouse Refrigerator
1 Westinghouse Electric Stove
1 5pc. Wood Dinnette Suite of 1 Table and 4 Chairs, Brown
1 Walnut Bed, with Box Springs, Mattress
1 White Baby Bed
1 Singer Sewing Machine

The undersigned hereby authorizes the Mortgagee to communicate with any person whomsoever with relation to the obligation involved, or its delinquency, or in an effort to obtain cooperation or help and agree that the Mortgagee may [illegible] in connection with this instrument, regardless of whether or not the debt evidenced thereby may be contested, relative to the collection or payment hereof.

WITNESS the hands and seals of Mortgagors the month, day and year first above written.

Signed, sealed and delivered in the presence of:

X Elaine Abel (Seal)
William I. Abel (Seal)

NOTARY PUBLIC ACKNOWLEDGMENT ON REVERSE SIDE

RECORDING COPY

Form No. CMC—TL 8/62

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