

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

December 19, 1962

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Re: The B. F. Goodrich Company
Vs: Harry E. Brown, Ind. and
d/b/a Brown's
Our File: 62-89

With this we are handing you Summons and Complaint
in the above styled cause, together with deposit for
costs in the sum of \$50.00.

Please process and hand to the sheriff, together with
the enclosed letter, and oblige.

Yours very truly,



ts
Encl.
cc: (dup) Mr. Francis E. Sturmi

5412

THE B. F. GOODRICH COMPANY,
A Corporation,

Plaintiff,

VS.

HARRY E. BROWN, Individually
and doing business as
BROWN'S,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

C O M P L A I N T

The Plaintiff claims of the Defendant the sum of TWO THOUSAND ONE HUNDRED FORTY-FIVE AND 92/100 (\$2,145.92) DOLLARS due by promissory note made by him on the 5th day of July, 1961, and payable on demand, and which Plaintiff has made, together with interest on TWO THOUSAND ONE HUNDRED FORTY-FIVE AND 92/100 (\$2,145.92) DOLLARS since the 25th day of August 1962; and the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and Laws of the State of Alabama, and agreed to pay an attorney's fee for the collection thereof and the Plaintiff hereby claims the further sum of THREE HUNDRED TWENTY-ONE AND 89/100 (\$321.89) DOLLARS as such attorney's fee.

FILED

DEC 21 1962

ALICE J. DUCK, CLERK
REGISTER

E. G. RICKARBY, Attorney for
Plaintiff

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. _____

TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon HARRY E. BROWN, Individually and doing
business as BROWN'S.

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 HARRY E. BROWN,
Individually and doing business as BROWN'S, Defendant.....

by THE B. F. GOODRICH COMPANY,
_____, Plaintiff.....

Witness my hand this _____ day of _____ 19____

_____, Clerk

THE B. F. GOODRICH COMPANY,
A Corporation,
Plaintiff,
VS.
HARRY E. BROWN, Individually
and doing business as
BROWN'S,
Defendant.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

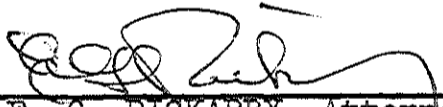
C O M P L A I N T

The Plaintiff claims of the Defendant the sum of TWO THOUSAND ONE HUNDRED FORTY-FIVE AND 92/100 (\$2,145.92) DOLLARS due by promissory note made by him on the 5th day of July, 1961, and payable on demand, and which Plaintiff has made, together with interest on TWO THOUSAND ONE HUNDRED FORTY-FIVE AND 92/100 (\$2,145.92) DOLLARS since the 25th day of August 1962; and the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and Laws of the State of Alabama, and agreed to pay an attorney's fee for the collection thereof and the Plaintiff hereby claims the further sum of THREE HUNDRED TWENTY-ONE AND 89/100 (\$321.89) DOLLARS as such attorney's fee.

FILED

DEC 21 1962

ALICE L. DUCK, CLERK
REGISTER


E. G. RICKARBY, Attorney for
Plaintiff

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. _____

TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon HARRY E. BROWN, Individually and doing
business as BROWN'S,

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 HARRY E. BROWN,
Individually and doing business as BROWN'S, Defendant.

by THE B. F. GOODRICH COMPANY,
Plaintiff.

Witness my hand this 21 day of Dec. 1962

Ed. 12-27-62
Alice J. Clark, Clerk

No. 5417

Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

THE B. F. GOODRICH COMPANY,

A Corporation,

Plaintiffs

vs.

HARRY E. BROWN, Ind. and

d/b/a BROWN'S

Defendants

SUMMONS and COMPLAINT

Filed _____, 19____

FILED

_____, Clerk

DEC 21 1962

CLERK
REGISTER

E. G. RICKARBY

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Fairhope, Alabama

RECEIVED IN OFFICE

Dec. 21, 1962

Sheriff

I have executed this summons

this 27th day of Dec., 1962

by leaving a copy with

Harry E. Brown

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY _____

DEPUTY SHERIFF

Taylor Wilkins

Sheriff

Fred Subert

Deputy Sheriff

F. Hope

B. F. Goodrich Company, a
Corporation,

Plaintiff

vs

Harry E. Brown, individually
& doing business as BROWN'S,

Defendant

X
X

X

X

X

X)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

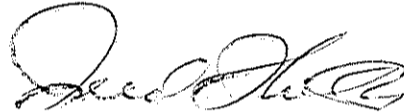
AT LAW

CASE NO.

Comes now the defendant in the above styled cause
and files the following separate and several pleas to the plaintiff's
complaint and says as follows:

PLEA I. The defendant pleads the general issue.

PLEA II. The defendant says that he is not in-
debted as ~~complained~~ claimed in the plaintiff's complaint.



Fred F. Smith, Jr.
Attorney for Defendant

The Defendant demands a trial by jury in said cause.



Fred F. Smith, Jr.
Attorney for Defendant

ATTORNEY for Plaintiff:

E. G. Rickarby

FILED

JAN 21 - 63

ALICE J. DUCK, CLERK
REGISTER

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

March 22, 1963

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Re: The B. F. Goodrich Company, a corporation
Vs: Harry E. Brown, Ind. & dba Brown's
Case No. 5417
Our File: 62-89

Enclosed find note in this matter, together with
consent for judgment signed by Mr. Fred F. Smith,
Jr., the attorney for the Defendant. Please put
these in the file. The judgment was rendered on
the 14th of March, 1963.

Yours very truly,



EGR/wrt
Enclosures:

B.F.GOODRICH DEALER INVENTORY CREDIT AGREEMENT

The B.F. Goodrich Company
Akron, Ohio

Date July 5, 19 61

In consideration of your extending to us a merchandise credit in the amount of Four Thousand Eight Hundred & No/100 Dollars (\$ 4800.00) to enable us to purchase from you for resale tires and tubes, and other of your products approved by you for inclusion under this Agreement, hereinafter referred to as "merchandise," we give you herewith our demand Note of even date, payable to your order for said amount, with interest at the rate of 6% per annum from the date hereof until paid in full.

We agree to pay you, on the first day of each calendar month, beginning August 1, 19 61, and until said Note is paid in full, the amount of Two Hundred & No/100 Dollars (\$ 200.00) to be applied in reducing the principal amount of said Note, together with the accrued interest on said Note, as computed Monthly after taking into consideration reductions in principal by payments made thereon.

It is agreed further that we will purchase merchandise from you during each year of this Agreement equivalent, on the basis of our net purchase price, to at least four times the average unpaid balance of said Note during such year and will carry in inventory at all times during the term of this Agreement merchandise of your manufacture having a value at our net purchase price equal to the amount of the then unpaid balance of said Note.

All purchases of your merchandise by us shall continue to be governed by the provisions of that certain B.F. Goodrich Tire Dealer Franchise entered into between us, all the terms and provisions of which shall be a condition hereof.

To secure payment of the aforesaid Note, and any and all other obligations now or hereafter owed by us to you, we hereby sell and mortgage unto you all of the merchandise obtained with the merchandise credit for which said Note is given, and merchandise acquired with the proceeds and in substitution thereof or of such substituted merchandise, and having a value at our net purchase price equal at all times to the amount of the then unpaid balance of said Note; provided, however, such sale and mortgage shall become null and void if said Note is paid in full upon demand and provided further that we shall have the right to sell any of said merchandise in the ordinary course of our business, using the proceeds to replenish our inventory of merchandise, and no purchaser thereof shall be required to inquire concerning our right to sell said merchandise free from the aforesaid lien.

We will furnish to you monthly a statement, by type, size and number of units, of the merchandise of your manufacture which we have in inventory on the last day of each calendar month during the term of this Agreement and will submit to you such additional reports, including financial and operating reports, as you may request from time to time. You also shall have free and complete access to our place of business and at any time may inspect and audit our books of account and record.

Notwithstanding any of the provisions hereof, it is understood and agreed that you may demand payment in full of the aforesaid Note in the event of any default by us under any of the provisions of this Agreement or in the event of the termination of the aforesaid B.F. Goodrich Tire Dealer Franchise.

This Agreement shall be and remain in effect from the date of your acceptance in the place provided below until the aforesaid Note together with interest has been paid in full, except that, at your option, it may be terminated if demand for payment of said Note is made by you in accordance with the preceding paragraph hereof.

Accepted at Akron, Ohio

this 13th day of July, 19 61

THE B. F. GOODRICH COMPANY

By [Signature]
Title: Central C. Mgr., Commercial Accounts

BROWN'S

(Name of Dealer)

By [Signature]
Title: Owner
City Fairhope County Baldwin State Alabama

NOTE

\$ 4800.00

Amount

Fairhope,
City

Alabama
State

July 5, 19 61
Date

On demand after date, for value received, the undersigned promises to pay to the order of THE B.F. GOODRICH COMPANY, Akron, Ohio

at the Bank of Fairhope, Fairhope, Alabama

(place of payment)

Four Thousand Eight Hundred and No/100

Dollars

(\$ 4800.00), with interest at the rate of 6% per annum from the date hereof until paid in full.

Non-payment of principal and interest at maturity shall cause this Note to become due and collectible at once without notice, and the party or parties hereto, whether maker, co-maker, endorser, surety or guarantor, each for himself, if and to the extent permitted by law, hereby severally waive as to this obligation the benefit of and relief under any and all statutes, now or hereafter enacted, providing for valuation, appraisal, inquisition, or homestead and other exemptions, including stay of execution and condemnation, and also waive presentment, demand, protest and notice of dishonor, and agree to pay 15% of the amount then unpaid hereon as an attorney's fee in the event that this Note shall be placed with an attorney for collection and further authorize and empower any attorney, if permitted by law, to appear for us in any court of record in the United States at any time after this Note becomes due and waive the issue and service of process and without notice confess judgment against us and each of us in favor of the holder hereof for such amount as may appear to be unpaid hereon, including interest and an attorney's fee as aforesaid, together with costs, and thereupon release all errors and waive all right of appeal.

BROWN'S

By [Signature] Owner

Co-Maker

FRED F. SMITH, JR.

ATTORNEY-AT-LAW

200 WOODMEN OF WORLD BUILDING
72 CLARK STREET
PRICHARD, ALABAMA

FRED F. SMITH, JR.

LEO A. SMITH, JR.

P. O. BOX 10622
PHONE GL 2-3081

March 20, 1963
(dict. 3/12/63)

Mr. E. G. Rickarby
Attorney at Law
Fairhope, Alabama

RE: B. F. Goodrich
vs
Harry E. Brown
Circuit Court - Baldwin County,
Alabama, No. 5417

Dear Mr. Rickarby:

As per our telephone conversation, it is agreeable with me that you proceed to take a judgment in the above styled cause for the amount sued for plus a reasonable attorney's fee if you are entitled to it on the written instrument, and that further we have agreed that a notation or entry be made upon the docket that execution is to be stayed or not to be issued for a period of thirty days after the date of the judgment.

Very truly yours,


Fred F. Smith, Jr.

FFS/s