

4897

SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JACK N. KING 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, Alabama, at the place of holding same by HOLLIS FURNITURE COMPANY, a partnership composed of John Hollis and Wayne Hollis.

Witness my hand this the 3rd day of October, 1961.

Alice J. Duck
Clerk

* * * * *

COMPLAINT

HOLLIS FURNITURE COMPANY, a)	
partnership composed of John)	
Hollis and Wayne Hollis,)	
)	IN THE CIRCUIT COURT OF
PLAINTIFF)	
)	BALDWIN COUNTY, ALABAMA
-VS-)	
)	AT LAW
JACK N. KING,)	
)	
DEFENDANT)	

The Plaintiff claims of the Defendant TWO HUNDRED THIRTY-NINE & 50/100 DOLLARS (\$239.50), due by Conditional Sale Contract No. 2624-W, made by him on the 5th day of December, 1959, and payable on the 1st day of July, 1960, with interest thereon.

Said Conditional Sale Contract provides for a reasonable attorney's fee, which is \$40.00.

Julius C. ...
Attorney for Plaintiff

The Defendant's address is:
Bon Secour Route, Bon Secour,
Alabama.
The Defendant works at Southport
Seafood on the Canal.

FILED
OCT 3 1961
ALICE J. DUCK, CLERK
REGISTER

4897
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

HOLLIS FURNITURE COMPANY, a
partnership composed of John
Hollis and Wayne Hollis,

PLAINTIFF

-VS-

JACK N. KING,

DEFENDANT

SUMMONS AND COMPLAINT

FILED
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REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

Sheriff claims 86 miles at
Ten Cents per mile Total \$ 8.60
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF

Received 3 day of Oct 1961
and on 6 day of Oct 1961
I served a copy of the within
on Jack N. King
By service on _____

TAYLOR WILKINS, Sheriff
BY [Signature] D.S.

CONDITIONAL SALE CONTRACT

(0711. H 16 24 W)
Duplicate

Date Dec. 5, 1959

The undersigned Seller hereby sells, and the undersigned Buyer hereby purchases, subject to the terms and conditions hereinafter set forth, the goods prescribed below or on the reverse side hereof or in a schedule attached hereto. The Buyer hereby accepts delivery of said goods to be kept or installed at

Bon Secour St. Bon Secour Goldwin Ala
(Number and Street) (City or Town) (County) (State)

No.	Year Model	(Make)	Appliance or Equipment (Kind)	New or Used	Model Number	Serial Number	Cash Price
1			Used Chevrolet 1995 - garage		3995 - Norg		351.90
2			refrigerator 49.95 - Maytag washer		59.95	sale Tax	10.56
3			White toilet 4 chairs 12.00 - 1/2 Cal spruz 10.00				
4			Bed Room Set w/c 35.00 + Kitchen Cabinet 12.90				
5			Worley 17" TV 69.95 (New 1/2 Invasp matter 39.95)				
6			Grindhard 250 - (Elect. pump)				
Description of Trade-In							
							Total Cash Price \$ 362.46
							Cash Down Payment \$ 62.46
							Trade-In Allowance \$ -
							Deferred Balance \$ 300.00
							Time Credit Charge \$ 56.79
							TIME BALANCE \$ 356.79

The Buyer hereby agrees to pay to the Seller the Time Balance due hereunder (evidenced by Buyer's note of even date made to Seller's order) in 21 equal, monthly installments of \$ 16.99 each (except that the final payment may be more or less, being the amount necessary to complete the total balance due hereunder), the first installment to be paid on Jan. 15, 1959, and subsequent installments on the same day of each successive month thereafter until paid in full. Said note is a negotiable instrument, separate and apart from this contract, even though at the time of execution it may be temporarily attached by perforation or otherwise.

Said goods shall remain strictly personal property and the Buyer agrees that he will not permanently attach said goods to any realty. Title to said goods shall remain in the Seller and shall not pass to the Buyer until all amounts owing hereunder have been paid in cash by the Buyer.

The Buyer agrees that no transfer, renewal, extension or assignment of this contract or any interest hereunder, or loss, injury or destruction of said goods shall release the Buyer from his obligations hereunder. The Buyer further agrees that he will keep said goods free from all taxes, liens and encumbrances, and will not misuse, rent, sell, secrete, assign, remove from the address stated above or lose possession or otherwise dispose of said goods without the written consent of the Seller.

Time is the essence of this contract, and in the event that the Buyer defaults on any payment when due hereunder, or fails to comply with any condition of this contract, or a proceeding in bankruptcy, receivership or insolvency is instituted against the Buyer or his property, or the Seller deems said debt insecure or said goods in danger of misuse or confiscation, the full amount due hereunder shall be immediately due and payable at the election of the Seller and the Seller may without notice or demand retake immediate possession of said goods wherever located, retaining all payments made prior thereto as liquidated damages for the reasonable use of said goods. Seller may resell said goods so retaken at his sole discretion or as may be required by statute and from the proceeds of such resale deduct all expenses for reselling, retaking, repairing and keeping said goods including a reasonable attorney's fee of 10% of the amount due on said contract, and shall apply any balance to the amount due on said contract. Any surplus shall be paid over to the Buyer, but in case of deficiency on such resale, the Buyer shall immediately pay such deficiency with interest.

All rights of the Seller hereunder are cumulative and not alternative and any indulgences granted Buyer shall not constitute a waiver of any rights of the Seller. This contract may be assigned without notice to the Buyer and any assignee shall be entitled to all of the rights of the Seller hereunder.

This contract CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, and shall apply to, inure to the benefit of and bind the heirs, executors, administrators, successors and assigns of the Buyer and Seller. The Buyer hereby acknowledges receipt of a true copy hereof.

Seller's Signature J. H. Hollis (SEAL)

Buyer's Signature Jack N. King (SEAL)

By J. H. Hollis (Authorized Signature) (Title)

By Martha A. King (SEAL)

Address Bon Secour St. Bon Secour, Ala. (Street, City, State)

Address Bon Secour St. Bon Secour, Ala. (Street, City, State)

Witness

Witness

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer all of the right, title and interest of the undersigned in and to the within contract
STATE BANK OF ELBERTA, ALABAMA
its successors or assigns, and hereby
authorizes said bank, its successors or assigns, to take legal proceedings in the name of the undersigned or the assignee, and to do every act and thing necessary to
collect and discharge the same. The undersigned jointly and severally warrants that said contract arose from the sale of the within described goods; that the down pay-
ment was made by the Buyer in cash or its equivalent and that no part thereof was loaned directly or indirectly by the undersigned to the Buyer; that said goods
are free from liens and encumbrances of any nature whatsoever, except the within contract; that the buyer at the time of execution of said contract had the capacity
to contract; that the articles contracted for have been delivered and installed; that the signatures on the within contract are genuine; that there is now owing thereon
the amount set forth therein; and that the undersigned has the right to assign said contract.

SELLER

[SEAL]

By

(Authorized Signature)

(Title)

Date