

4920

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Sallie Philphot, to appear and plead, answer or demur within thirty days from the service hereto to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, by M. L. Kyser d/b/a Rexair Sales and Service.

Witness my hand this the 19 day of Oct., 1961.

Alice J. Duck
Alice J. Duck, Clerk

M. L. KYSER d/b/a REXAIR SALES
AND SERVICE

Plaintiff

VS

SALLIE PHILPHOT

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4920

1.

The Plaintiff claims of the Defendant TWO HUNDRED ELEVEN and 04/100 DOLLARS (\$211.04), due from him by promissory note and made by him on the 24th day of August, 1960, and payable to the Merchants National Bank of Mobile in seventeen (17) equal monthly installments of THIRTEEN and 19/100 DOLLARS (\$13.19) each payable on the 1st day of each month beginning October 1, 1960, and the note was endorsed to the Plaintiff for value received by the said Merchants National Bank of Mobile. The Plaintiff avers that the Defendant defaulted in payment of the second of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from November, 1, 1960. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of THIRTY-ONE and 75/100 DOLLARS (\$31.75).

WILTERS, BRANTLEY & NESBIT

BY: Phillip S. Nesbit

Attorneys for the Plaintiff

FILED

OCT 19 1961

ALICE J. DUCK, CLERK
REGISTER

Sheriff claims 7.2 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY DEPUTY SHERIFF

By service on

I served a copy of the within

Received 19 day of Oct 19 61

and on 23 day of Oct 19 61

TAYLOR WILKINS, Sheriff
BY Deputy Sheriff
D.S.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4920

M. L. KYSER d/b/a REXAIR SALES
AND SERVICE

Plaintiff

VS

SALLIE PHILPHOT

Defendant

FILED

OCT 19 1961

ALICE J. DUCK, CLERK
REGISTER

Wilters, Brantley & Nesbit
Attorneys at Law
Robertsdale, Alabama

M. L. KYSER d/b/a REXAIR SALES X
AND SERVICE X

Plaintiff X

vs X

SALLIE PHILPHOT X

Defendant X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 4920

Comes the defendant, Sallie Philphot, and moves to dis-
miss the above styled cause and as grounds for said motion shows
unto this Honorable Court as follows:

-1-

That said plaintiff is a non-resident of the State of
Alabama and has not deposited court costs as a guarantee of said
expense involved herein.

THOMPSON & WHITE

BY: 

Attorneys for Defendant

FILED

NOV 7 1961

ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA

COUNTY OF Mobile Ala

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to The Merchants National Bank of Mobile, Mobile, Ala., its successors and assigns Full recourse, the within contract, recording certificate and the note secured by this contract, together with all the undersigned's rights, powers and privileges contained therein, and all right, title and interest in and to the property therein described.

This 24 day of Aug, 19 60

7-7-61
Assigned to Rexair Sales & Service
without recourse on us.

THE MERCHANTS NATIONAL BANK OF MOBILE

BY: A. Cunningham
Assistant Cashier

Rexair Sales & Service

By: Amo Lemore

Title: Sales Manager

works Gateway Hotel

most relative
Mrs Geo Keller Fairhope Ala.

COMMERCIAL SALES CONTRACT

COUNTY OF

This Contract is made at the time and place indicated below between the undersigned Purchaser, hereinafter called "Purchaser," and the undersigned Seller, hereinafter called "Seller," which term shall be deemed to include any assignee of Seller's interest. Purchaser agrees to buy and Seller agrees to sell upon the following terms, for the Total Price hereinafter shown, the property described below, hereinafter called "Property," receipt and acceptance of which Purchaser acknowledges. Purchaser promises to pay Seller the total balance shown below in consecutive monthly installments commencing on date hereinafter specified, with reasonable costs of collection including attorney's fees and interest.

Quantity	DESCRIPTION AND TRADE NAME	Unit or Serial No.	Cabinet or Motor No.	New or Used	Price of Each Article
1	Refrigerator	2286112		N	245.50

Other terms are as follows (1) Until all indebtedness due hereunder is paid, title to Property shall remain in Seller; (2) Seller makes no warranty as to Property and Purchaser accepts delivery under the warranty (if any) of the manufacturer only; (3) in event of default by Purchaser in any term hereof, then the unpaid balance shall become due and payable immediately and thereupon Seller may repossess the Property without legal process and may exercise any one of the following remedies: (a) sell the Property or any quantity thereof at public or private sale without notice to Purchaser, and without the necessity of having property at such sale; (b) take possession of the Property and retain the same, all payments theretofore made being retained by Seller as rent and liquidated damages for the non-fulfillment of this contract; or Seller may elect not to repossess, but to (c) collect any unpaid balance of Total Balance together with costs, including reasonable attorney's fee, or (d) take such other action as Seller may elect to pursue to collect any unpaid balance due hereunder. (e) Purchaser agrees not to remove said property from County. (f) Purchaser hereby waives, as to this debt, all rights of exemption under the Constitution and laws of Alabama, or any other State. (g) If a petition in bankruptcy is filed by or against Purchaser, or if Purchaser shall make any transfer which may constitute a fraudulent conveyance, then the entire unpaid balance due under this contract shall become due and payable at option of seller.

Total Price 245.50 \$
 Cash Down Payment \$ 55.00 \$
 Allowance on Goods
 Traded in \$ 40.00 \$
 Total Down Payment 45.50 \$
 Balance 20.00 \$
 Insurance Premium 160 \$
 Total Balance \$
 (17) Monthly Installments of \$ 13.19
 Beginning Oct 1 - 1960

This contract is negotiable and payable to Seller or assigns at The Merchants National Bank of Mobile, Mobile, Alabama.

Executed in Triplicate at Mobile Ala on 8-24, 1960
 (City and State) (Date)
 under the seal of each party by Refrigerator Sales & Sec, Seller
 and by Gallie Philpott, Purchaser, and the Purchaser
 acknowledges receipt of copy hereof.

Witness

Witness

By Refrigerator Sales & Sec (Seal)
 Owner, officer, partner (State which)
Am. Levere (Seal)
 (Signature of Purchaser)
*Gallie Philpott
 (Address of Purchaser)

This Contract Is Short and Easy to Understand. For Your Protection Read Before Signing