

WALTER WHITE, d/b/a WHITE'S
ELECTRIC SHOP

PLAINTIFF

VS

ALLEN VINSON

DEFENDANT

X
X
X
X
X
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

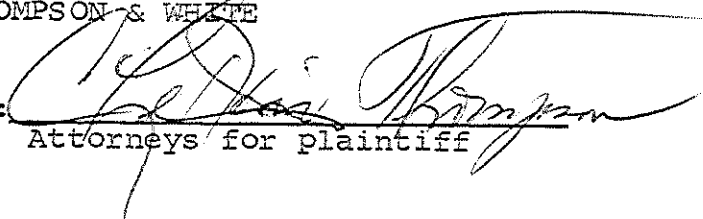
NO. 5844

Now comes the plaintiff in the above styled cause and shows that on, to-wit, Tuesday, May 5, 1964, a notice was issued out of this Honorable Court by the Clerk thereof requiring the above named defendant to file a statement of his assets as required by Code 1940, Title 7, Section 903; That said notice was duly and personally served on the said defendant on the 6th day of May, 1964, Wednesday; that the said defendant has willfully refused to file such statement.

The premises considered, the plaintiff petitions the Court that the said Allen Vinson, be cited for contempt of Court and that he be required to appear before the Court, at a time and place to be fixed, to show cause, if any he have, why he should not be held in contempt of Court for willfully refusing to file such statement of assets.

And petitioner will ever pray.

THOMPSON & WHITE

BY: 
Attorneys for plaintiff

STATE OF ALABAMA


BALDWIN COUNTY

Before me, the undersigned authority, personally appeared C. LeNoir Thompson, who being duly sworn says on oath that he is attorney of record for Walter White, d/b/a White's Electric Shop, plaintiff in the above styled cause and further states that the facts in the foregoing petition are true and correct.

FILED

NOV 18

ALICE J. DUCK, CLERK
REGISTER


Notary Public, Baldwin County,
Alabama.

WALTER WHITE, d/b/a WHITE'S	X	
ELECTRIC SHOP		
	X	IN THE CIRCUIT COURT OF
Plaintiff		
	X	BALDWIN COUNTY, ALABAMA
vs		
	X	AT LAW NO. 5844
ALLEN VINSON		
	X	
Defendant		
	X	

Upon consideration of the petition filed herein by the above named plaintiff on the 18th day of November, 1964, praying that the said defendant be cited as for a contempt, it is,

ORDERED, ADJUDGED and DECREED by the Court that the said Allen Vinson do be and appear before the Court on the 7th day of December, 1964, at 9:00 A.M. and show cause, if any he have, why he should not be held in contempt for willfully refusing to file said statement of assets as required by law.

Let a copy of said petition and this decree be served upon the said defendant.

Dated this the 18th day of November, 1964.

Jeffrey A. Madole
Circuit Judge.

FILED

NOV 24 64

NEEL J. DICK, CLERK
REGISTER

WALTER WHITE, d/b/a WHITE'S
ELECTRIC SHOP

Plaintiff

vs

ALLEN VINSON

Defendant

X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 5844

TO ANY SHERIFF OF THE STATE OF ALABAMA:

This day came the plaintiff, by his attorney, and it appearing to the Court that on the 5th day of May, 1964, the plaintiff filed with the Clerk of this Court a request for a notice to issue to the defendant, requiring said defendant to file a statement of assets as provided by law, and on, to-wit, Tuesday, May 5, 1964, the Clerk of this Court issued notice to said defendant and was served by the Sheriff of Baldwin County on the defendant on Wednesday, May 6, 1964; and it further appearing to the Court that the defendant has failed to file said statement of assets as provided by law; It is therefore ordered by the Court that citation be issued requiring the defendant to appear before this Court on the 7 day of Dec, 1964, at 9:00 A.M. and show cause why he should not be held in contempt of this Court for failing to file said statement of assets, as required by law.

It is further ordered by the Court that a copy of this order be served upon the said defendant by the Sheriff of this County.

These are therefore to command you, that you make known the premises aforesaid to the said Allen Vinson and that he be and appear before this Court on 7 day of Dec, 1964, at 9:00 A.M., and show cause why he should not be held in contempt of this Court for failing to file said statement of assets, as required by law; and have you then and there this writ with your endorsement thereon.

Witness, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, this the 18 day of Nov, 1964.

Alice J. Duck
Clerk.

725844

Walter White
d/b/a White Electric Shop

vs

Allen Vinson

1. Petition
2. Decree
3. Notice

to be served on
Allen Vinson

Received 18 day of Nov 1960
and on 24 day of Nov 1964
I served a copy of the within Petition
on Allen Vinson

By service on _____

TAYLOR WILKINS, Sheriff

By W G Zelbert

3 miles west of
Bay Minette

Sheriff claims 6 miles at

Ten Cents per mile Total 60¢

TAYLOR WILKINS, Sheriff

BY Zelbert
DEPUTY SHERIFF

WALTER WHITE, d/b/a
WHITE'S ELECTRIC SHOP

Plaintiff

vs

ALLEN VINSON

Defendant

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5844

-1-

The plaintiff claims of the defendant the sum of Four Hundred Seventy-six and 10/100 (\$476.10) Dollars being the balance due and unpaid of a contract under seal in the amount of Four Hundred Seventy-six and 10/100 (\$476.10) Dollars drawn by the defendant on the 16th day of March, 1963, payable to White's Electric Shop of Bay Minette, Alabama, in eighteen installments of \$26.45 each, the first installment being due April 15, 1963, and on the 15th day of each month thereafter until fully paid; with the total unpaid amount becoming due on the failure of defendant to pay any of the individual payments.

Whereas, said contract under seal in the amount of Four Hundred Seventy-six and 10/100 (\$476.10) Dollars with interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant a reasonable attorney fee as provided in the said sales contract.

THOMPSON & WHITE

BY: 

Attorneys for plaintiff.

FILED

DEC 2 1963

ALICE L. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Ptg. Co.

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 Allen Vinson

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

Allen Vinson, Defendant.

by Walter White, d/b/a White's Electric Shop

....., Plaintiff.

Witness my hand this 2nd day of Dec, 1963

Ed-12-7-63 Alice D. Duck, Clerk

No. 5844

Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

WALTER WHITE, d/b/a
WHITE'S ELECTRIC SHOP

Plaintiffs

vs.

ALLEN VINSON

Defendants

Summons and Complaint

FILED

Filed _____ 19 _____

DEC 2 1963

Clerk

ALICE J. DUCK, CLERK
REGISTER

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
405 Brady Road
Bay Minette, Alabama

Received In Office

29 Dec. 2, 1963

Sheriff

I have executed this summons

this 12-7 1963

by leaving a copy with

Allen Vinson

Lyons Welkins Sheriff

D. A. Talbot Deputy Sheriff

om

CONDITIONAL SALE CONTRACT (Purchaser's Copy)

To White's Electric Shop
(Corporate, Firm or Trade Name of Dealer)

Address _____

Town and State Bay Minette, Ala.

Name of Purchaser Allen Vinson
(Print)

Street 405 Bradey Road

City Bay Minette, State Ala.

Model No.	Year Model	Serial No.	Description of Article	New or Used	Manufacturer	Cash Price
MAC-35	63		McCulloch Chain Saw		Contract No. 20564	169.44
	63	4092	Chain Saw	N	McCulloch	298.00
					Tax	8.94

- (1) TOTAL CASH PRICE (Including Tax) 476.28 (1)
- (2) Cash \$ _____ (2)
- Trade \$ 60.94 (2)
- (3) DEFERRED BALANCE 415.44 (3)
- (4) Finance Charges, Recording, Insurance \$ 60.66 (4)
- (5) TIME BALANCE 476.10 (5)

payable in 18 installments of \$ 26.45 each, except the final installment which shall be \$ 26.45; the first installment shall be due on April 15, 19 63 after date hereof, and one of such remaining installments shall be due on the 15th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

If payments are not made within fifteen days after due date, buyer agrees to pay late charges of 5c per dollar, or fraction thereof, in addition to the installments shown above. Buyer further agrees to pay in addition to the above all collection cost incurred by his failure to pay any installments promptly.

After thorough examination, I hereby buy and accept delivery of the foregoing chattels, to be kept and/or installed at 405 Brady Rd.
(Number and Street)
Bay Minette, Baldwin, Ala.
(City or Town) (County) (State), and I will pay you therefor the total time price provided herein.

Title to said chattels shall remain in you until I have paid in cash all amounts owing hereunder. Any extension or assignments of this contract or extensions or negotiations of said note shall not waive any provisions herein contained.

Said chattels shall remain personal property and nothing shall prevent you from removing same, or so much thereof as you in your sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.

I shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of said chattels, nor permit nor suffer any lien, encumbrance or charge against said chattels. The chattels herein referred to shall at all times be at my risk and loss and any loss, injury or destruction of said chattels shall not operate in any manner to release me from payment as herein provided. You or your assigns are hereby authorized to procure and maintain for my (our) account, during the life of this contract, insurance on said chattels of such types, amounts and in such companies as you may deem advisable.

Should the insurance on said chattel be cancelled for any reason whatsoever, and should I fail, within five days after being given written notice of such cancellation, to provide substitute insurance of the type and in companies and amounts satisfactory to you or your assigns, the full amount unpaid hereunder, including any note given, may, at your option, become due and payable forthwith and you or your assigns may, without any previous notice or demand of performance, and without legal process, enter any premises where said chattel may be found and take possession thereof, after which you may at your option, make such disposition of said chattel as you shall deem fit, and all payments made by me (us) shall be retained by you as liquidated damages for the use of said chattel while in my (our) possession, and not as a penalty.

Should I fail to pay said indebtedness or any part thereof when due, or breach this contract, or should you feel yourself or said chattels insecure, or if any execution or writ be levied on the chattels described herein or on any of my property, or a receiver thereof is appointed, or if a petition under the Bankruptcy Act or any Amendment thereof should be filed by or against me, the entire unpaid balance shall at once become due and payable at your election, and you may without notice or demand, by process of law or otherwise, take possession of said chattels wherever located, and retain all moneys paid thereon for the reasonable use of said chattels and I will pay for necessary repairs because of damage thereto; or you may sell the same at public or private sale and apply the proceeds, after deducting expenses, liens and a reasonable attorney's fee paid or incurred by you, to the payment of said note and interest, and pay me the surplus, if any, or in case of a deficiency I will pay you the same at once. I waive all claims, damages and demands against you arising out of the repossession, retention, reparation and sale as aforesaid. And in event of a sale of said property at public sale, such sale may be held after having given ten days notice of the time, place and terms of sale by posting written notice in the courthouse of said county and I hereby waive any requirement that said property be present at the place of sale.

Any action to enforce payment of said note shall not waive any of your rights hereunder. Any indulgence granted me shall not constitute a waiver of any of your rights. Time is the essence of this contract. Any part of this contract may be assigned and/or said note may be negotiated without notice to me and when assigned and/or negotiated shall be free from any defense, counterclaim or cross complaint by me.

This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto. This contract shall apply to, inure to the benefit of, and bind your and my heirs, executors, administrators, successors and assigns, and I acknowledge the receipt of a true copy thereof. Undersigned will pay said note irrespective of any imperfections in the chattels or any breach of alleged representations. You and your assigns are authorized to correct patent errors in said contract and any other papers executed by Undersigned in connection therewith.

Executed this 16th day of March 19 63 Allen Vinson (Seal)
(Purchaser Sign Here)

Witness: _____ (Seal)
(Purchaser Sign Here)

Witness: _____ (Seal)
Accepted by _____ (Seal)
(Corporate, Firm or Trade Name of Dealer)

(Owner, Officer or Firm Member)

DEALER MUST EXECUTE ASSIGNMENT ON THE REVERSE SIDE HEREOF

WALTER WHITE, d/b/a
WHITE'S ELECTRIC SHOP

Plaintiff

vs

ALLEN VINSON

Defendant

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____

-1-

The plaintiff claims of the defendant the sum of Four Hundred Seventy-six and 10/100 (\$476.10) Dollars being the balance due and unpaid of a contract under seal in the amount of Four Hundred Seventy-six and 10/100 (\$476.10) Dollars drawn by the defendant on the 16th day of March, 1963, payable to White's Electric Shop of Bay Minette, Alabama, in eighteen installments of \$26.45 each, the first installment being due April 15, 1963, and on the 15th day of each month thereafter until fully paid; with the total unpaid amount becoming due on the failure of defendant to pay any of the individual payments.

Whereas, said contract under seal in the amount of Four Hundred Seventy-six and 10/100 (\$476.10) Dollars with interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant a reasonable attorney fee as provided in the said sales contract.

THOMPSON & WHITE

BY: _____
Attorneys for plaintiff.

476.10

23,8050

476.10

23.80

50.00

att

\$549.90

NOTICE TO DEFENDANT

WALTER WHITE, d/b/a WHITE'S
ELECTRIC SHOP

Plaintiff

vs

ALLEN VINSON

Defendant

X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 5844

TO: ALLEN VINSON:

Take notice that upon the written request of C. LeNoir Thompson, attorney for the Plaintiff, filed in this Court in this cause, you are commanded to file in this Court within thirty days from the service of this notice a statement in writing, under oath, of all your assets, including money, choses in action, notes, bonds and accounts, and all other property, real, personal or mixed or any interest therein, including wages due or payable, with a detailed description of same, the location and reasonable value of each item thereof, together with a detailed list or statement of any and all liens, mortgages or incumbrances thereon showing the amounts due upon each, and the owner or holder of such liens, incumbrances or mortgages.

Be governed accordingly.

Dated this 5 day of May, 1964.

Reuben L. Duster
Clerk of the Circuit Court
Baldwin County, Alabama

STATE OF ALABAMA
COUNTY OF BALDWIN

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

YOU ARE HEREBY COMMANDED to serve a copy of the above notice upon Allen Vinson and make due return thereon, according to law.

Witness my hand this the 5 day of May, 1964.

Reuben L. Duster
Clerk, Circuit Court of
Baldwin County, Alabama

5844

Walter White

vs.

Allen Vinson

Discovery of Assets

Received 5 day of May 1964
d on 6 day of May 1964
erved a copy of the within Allen Vinson
service on _____

TAYLOR WILKINS, Sheriff

By W. A. Talbert D. S.

omr

WRIT OF DISCOVERY

WALTER WHITE, d/b/a WHITE'S X
ELECTRIC SHOP

Plaintiff

vs

ALLEN VINSON

Defendant

X
X IN THE CIRCUIT COURT OF

X
BALDWIN COUNTY, ALABAMA

X
AT LAW NO. 5844

X
The plaintiff herein having recovered on the 13th day of
January, 1964, a judgment against the defendant in the above styled
cause for the sum of Five Hundred Forty-nine and 96/100 (\$549.96)
Dollars and costs and such execution having been returned endorsed
by the Sheriff of Baldwin County, Alabama, "no property found",
the plain tiff now requests in writing that the Clerk of this Court
will issue a notice to the above named defendant requiring him,
within thirty days from the service of such notice, to file in
this cause a statement in writing, under oath, of all of his
assets of every kind, character and description and wheresoever
located as provided by Code 1940, Title 7, Section 903.

THOMPSON & WHITE

BY: 

Attorneys for plaintiff

FILED

MAY 5 1964

ALICE J. DUCK, CLERK
REGISTER

WRIT OF DISCOVERY

WALTER WHITE, d/b/a WHITE'S
ELECTRIC SHOP

Plaintiff

vs

ALLEN VINSON

Defendant

X
X
X
X
X
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____

The plaintiff herein having recovered on the 13th day of January, 1964, a judgment against the defendant in the above styled cause for the sum of Five Hundred Forty-nine and 96/100 (\$549.96) Dollars and costs and such execution having been returned endorsed by the Sheriff of Baldwin County, Alabama, "no property found", the plain tiff now requests in writing that the Clerk of this Court will issue a notice to the above named defendant requiring him, within thirty days from the service of such notice, to file in this cause a statement in writing, under oath, of all of his assets of every kind, character and description and wheresoever located as provided by Code 1940, Title 7, Section 903.

THOMPSON & WHITE

BY: 

Attorneys for plaintiff

FILED

JAN 5 1964

CLERK
REGISTER