

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons JESSIE WARRICK and LOUISE WARRICK, husband and wife, 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 FARMERS & MERCHANTS BANK, Foley, Alabama, a corporation assignee of HOLLIS FURNITURE COMPANY, Foley, Alabama.

Witness my hand this the 8 day of October, 1964.

Deirdre M. Smith
Clerk

** ** ** ** **

COMPLAINT

FARMERS & MERCHANTS BANK,
a corporation, Foley, Alabama,
assignee of HOLLIS FURNITURE
COMPANY, Foley, Alabama,

PLAINTIFF,

VS:

JESSIE WARRICK and LOUISE
WARRICK, husband and wife,

DEFENDANTS.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

6227

The Plaintiff claims of the Defendants ONE HUNDRED SEVENTY-EIGHT & 50/100 (\$178.50) DOLLARS, due on promissory note made by him on the 5th day of June, 1962, and payable on the 13th day of July, 1963, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be THIRTY-SEVEN & 50/100 DOLLARS (\$37.50).

James C. Smith
Attorney for the Plaintiff

Defendant, Jessie Warrick
works at Green-Lincoln Mercury
Foley

EX-10-24-64

FILED
OCT 30 1964
CLERK OF COURT
BALDWIN COUNTY, ALABAMA

received: 8 day of Oct 1944
d on 24 day of Oct 1944
served copy of the within Jessie Warrick

SERVICE ON
Taylor Wilkins
TAYLOR WILKINS, Sheriff
By Roy Randall
Barnhill

Cost of this writ 100
Ten Cents in fee 10 00
TAYLOR, Sheriff
BY RR
DEPUTY SHERIFF

No. 64 27
Summons
Lance
at
Barnhill
cross Barnhill
mfg Co.

FARMERS & MERCHANTS BANK, Foley,
Alabama, a corporation, assignee
of HOLLIS FURNITURE COMPANY, Foley,
Alabama,

PLAINTIFF,

VS:

JESSIE WARRICK and LOUISE WARRICK,
husband and wife,

DEFENDANTS.

FILED
OCT 8 1944
AUG. J. BUCK, JR.

credit
OK 9/27/77

3425-W

HOLLIS FURNITURE COMPANY

New and Used Furniture and Appliances

FOLEY, ALA. June 5, 1962

THIS AGREEMENT
CERTIFIES THAT I

Mr. & Mrs. Jesse Warrick - Louise Lane

HOME ADDRESS

At 1, Box Q1 Foley, Ala.

LOCATION

Turn no. at Dump road off end 2nd from on other

HAVE THIS DAY PURCHASED OF HOLLIS FURNITURE COMPANY THE FOLLOWING PROPERTY, TO-WIT:

PERSONALITY Mrs. Martin B. Warrick OCCUPATION Mechanic
REFERENCES (TRADE) Children Gro. Inc. & Mrs. Warrick EMPLOYED BY One Skippy Motors
Childs Gro. Inc. & Mrs. Warrick EMPLOYED BY One Skippy Motors

NEAREST RELATIVES

Mrs. A. J. Warrick at 2 Box 130, Foley, Ala.

1	2 piece L. R. Suit and Bed	60 00
2	Mag. Duncan Phil and letter	10 00
1	used Norge gas range	39 95
1	5 piece Yellow Dinette	16 50
1	Dresser with Mirror refinished	19 95
1	Mundy T.V. 19" new Portable	189 95
		336 35
		10 21
	sale Tax	3 46 56
		36 56
	Cash Downpayment	3 10 00
		46 50
	18 month charges	3 56 50
	\$20.00 month beginning	
	July 5, 1962	
		393 06

This sale is subject to approval of the Credit Department of the Hollis Furniture Company after investigating credit references.

TOTAL
VALUE

WHICH I AGREE TO TAKE UPON THE FOLLOWING CONDITIONS: I PROMISE TO PAY TO HOLLIS FURNITURE CO. AT THEIR STORE, THE

SUM OF \$ 393.06 FOR PROPERTY IN INSTALLMENTS OF \$ 36.56 DOWN ON DELIVERY,
S 20.00 FOR (MONTHS) (20) UNTIL THE SAME IS PAID IN FULL.

I do hereby consent and agree that the said property and title to the same shall be and remain the property of the said Hollis Furniture Company until fully paid for as above agreed and if I neglect to pay the said (monthly) (weekly) installments when due (time being the essence of this contract) said Hollis Furniture Company or their agents, shall have the right and privilege to enter my premises at any time thereafter to demand and take possession of said property, and I agree to forfeit and lose all previous payments made thereon, same being treated as rent. I further agree to make all back payments in case goods are returned. I agree to keep said property at my residence at the above address, and should I move the same without written consent of the Hollis Furniture Company I agree to pay them all costs and expenses incurred by them in locating and finding said property.

I further agree that in the event the above goods are damaged or destroyed by fire, I will pay the Hollis Furniture Company the full amount of any balance on this account, and to this end, I agree to keep said goods insured in my own right, with the loss, if any, payable to the said Hollis Furniture Company as their interest may appear.

The right of exemption to personal property and wages under the constitution and laws of the State of Alabama or any other State of the United States is hereby waived in favor of the payment of this obligation, and the undersigned agrees to pay all costs of collection, or attempting to collect or repossessing or attempting to repossess, including reasonable attorney's fees whether incurred with or without suit.

WITNESS

SIGNED

Jesse Warrick
Louise Warrick

DELIVERED BY store
DATE DELIVERED 6-5-62

The above goods received in good order subject to above terms:

Hollis