SUMMONS

STATE OF ALABAMA.)

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons FRED E. STEVENS, 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 the ASSOCIATES DISCOUNT CORPORATION, an Alabama corporation, Assignee of TREADWELL FORD, INC.

Witness my hand this the 2/day of October, 1964.

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COMPLAINT

ASSOCIATES DISCOUNT CORPORATION, An Alabama corporation, Assignee of TREADWELL FORD, INC.,

PLAINTIFF,

IN THE CIRCUIT COURT OF

6227

BALDWIN COUNTY, ALABAMA

VS:

FRED E. STEVENS.

DEFENDANT.

The Plaintiff claims of the Defendant TWO HUNDRED SEVENTY-NINE & 75/100 DOLLARS (\$279.75), due on promissory note made by him on the 11th day of June, 1962, and payable on the 1st day of July, 1964,

Said note provides for attorney's fee of fifteen per cent (15%), which is claimed by the Plaintiff.

Defendant's address:

with interest thereon.

P. O. Box 126 Bon Secour, Alabama

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Ex-10-23-64

Sheriff Jalms

Sheriff Jalms

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6251

SUMMONS

ASSOCIATES DISCOUNT CORPORATION, an Alabama corporation, Assignee of TREADWELL FORD, INC.

PLAINTIFF,

VS:

FRED E. STEVENS,

DEFENDANT.

FILED oct sa 1964

ALGE L Mills Grenk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

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eceived 16 day of man 1966	Circuit Court, Baldwin County
served a copy of the within Sources of the within the contraction of the within the contraction of the contr	No. 6251½
FAYLOR WILKINS, Sheriff By Cooling D.S. Bon Secone, all.	VS. Garnishment On Judgment
Sheriff claims 86 miles at Ten Conta per mile Total \$ TAYLOR WILKINS, Sheriff OBLINE DEPUTY SHERIFF	
	Issuedday of19
Judgt. 23000.	Returnableday of19
	Attorney
	Printed by Moore Ptg. Co.

BON SECOUR FISHERIES, INC.

TELEPHONE AREA CODE 205 943-8551

BON SECOUR, ALABAMA

May 25, 1966

Mrs. Alice J. Duck Clerk of Circuit Court Baldwin County Bay Minette, Alabama

6251/2

Dear Mrs. Duck:

This is to acknowledge receipt of the garnishment on judgement on Fred H. Stevens.

Would you please let us know what percentage of his pay is to be withheld and to whom should this amount be remitted? Also, is the percentage computed before or after taxes?

Thank you for any information which you can provide.

Sincerely yours,

BON, SECOUR ISHERIES, INC.

John Ray Nelson President

JRN:cm



Mr. John Ray Nelson c/o Bon Secour Fisheries, Inc. Bon Secour, Alabama

Dear Mr. Welson

It has been made known to me that in a garnishment 25% of the wages should be withheld unless special arrangements are made with the attorney.

deductions, but I assume it is after the taxes are deducted.

Yours very truly,

AJD/eb

THE STATE OF ALABAMA

Baldwin County

Circuit Court

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court i	n and for Baldwin	County and State
aforesaid FOREST A_ CHRISTIAN		
who being duly sworn, on oath says, that a regular May 1965		
of the Circuit Court of Baldwin County, to-wit: on the13th day of		***************************************
1965 ASSOCIATES DISCOUNT CORPORATION	***************************************	-
recovered a judgment against FRED H. STEVENS		
and the control of t		
7 77 77 77 77 77 77 77 77 77 77 77 77 7		
TWO_HUNDRED_SEVENTY-NINE_&_75/100_(\$279.75)		
besides costs of suit; that said judgment remains wholly unsatisfied and in full	force and effect:	that .BON
SECOUR FISHERIES, INC., of Bon Secour, Alabama	64E50E750U77U77U77U77U7	***************************************
W. C. T. P. P. D. H.	BROWN	
supposed to be indebted to or have effects of the said F. R. E. D. H.		
initspossession, or underitsCo	entrol, and that he	believes process of
Garnishment against said F. R. E. D. H. B. R. O. W. N.		
is necessary to obtain satisfaction of said judgment.		
Sworn to and subscribed this		Me. "I'm
C As and subscribed this		
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A D 1966	Christian	
A D 1966	MULIO Christian	

STATE OF ALABAMA

Baldwin County

TO EPED E CONTINUE			ī
TO FRED E. STEVENS		•	
			v
YOU ARE HEREBY NOTIFIED tha	ot a White of C		
	it a writ of Garnishment has	been issued in the case	of
ASSOCIATES DISCOUNT CORPORATION	8.T		
	W	Plaintiff	
versus F.R.E.D.E.STEVEN	_	A AMAZELIII	******
A STATE OF THE STA	S	D.C. 1	
ca Cythogodd Changaganan a a gan			******
now pending in the Circuit Court of Baldwin Court	nty, Alabama, I aw Sido in		
RON CECOTES	Law Dide, in	Which	*****
BON SECOUR FISHERIES, INC. Bon. S	ecour Alabama		
	and the same of th		•••••
ha.S been named as Garnishee			
INT YETTON			
IN WITNESS WHEREOF, I have here	eunto set my hand and acc	7	11 th
_	my hand and army	ed my seal on this the	
day ofMay			
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e.	- And Andrews	1 Luck	
•	Cler	of the Circuit Court.	•••••

Received Jo day of May 66	NOTICE
and on Ly day of May 66	
I served a copy of the within house	TO DEFENDANT OF GARNISHMENT
Enotted A. Alluen	BY
By service on Fred H-Stewan	CLERK OF CIRCUIT COURT
	BALDWIN COUNTY, ALABAMA
Am Eastling	, то
Bon Secoure	FRED H. STEVENS, Befendant
	ASSOCIATES DISCOUNT CORP.
Sheriff claims & Comiles at	Plaintiff
Ten Cents per mile Total S	VS.
BY A Coasthur-	en e
	FRED H. STEVENS.
	75 ft 1 ma
	Defendant
	Forest A. Christian, Atty.

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Total	
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Associates

ALABAMA INSTALLMENT SALES CONTRACT

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Ron Secour - Representation and the second s	4 4 <u>-</u>
City — Postal Zone No. County State)I
Treadwell Ford, INc. (Dealer) of the City of Mobile State of Alabama [New or Used Make of Motor Vehicle No. Cyl. Year Model No. Type of Body Serial Number Motor Number License Number	- -
One New Ford 8 1962 2K47L 186586 Fairlane 500 Sot. Cpe.	
Automatic Power Power Window Air Con-	-
together with all equipment and accessories thereon or hereafter added thereto all of which are included in the term "motor vehicle" as used herein, for a total tim	ıe
price of \$ 3450.65 I have paid \$ 330/49 in cash upon said time price and have delivered a 1955 Ford F.L. 2 dr. (Year and Make of Trade-In)	-
motor vehicle at an agreed net value of 400.00 and I promise to pay the remainder of said time price of \$ 2720.16 in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts,	-
in 36 monthly installments of \$ 75.56 and a final installment of \$ beginning on July 25 19.6 (Month and Day)	2
and continuing on the same day of each month thereafter until fully paid together with collection charges and attorney's fees all as provided for and evidenced by the undersigned's note of even date herewith which is a separate instrument and may be detached herefrom.	ie
In consideration of the foregoing I shall be provided insurance if obtainable as follows: Check Insurance Coverages Included in Contract	2.11
COVERAGES APPLICABLE TO MOTOR VEHICLE for Term Months, effective, 19	_
\$ Deductible Collision, Comprehensive. Fire, Theft and Combined Additional Coverage.	
Road Service.	
OTHER INSURANCE COVERAGES It is hereby mutually agreed insurance included herein, other than insurance on the car, covers only the person whose	
signature first appears below:	
☐ Credit Life \$ Accident and Health \$ (No insurance included unless checked above)	
No Bodily Injury or Property Damage Liability Insurance Included	
Title to said motor vehicle described herein shall remain in the seller or his assignee until this contract is fully performed by me. I hereby acknowledge deliver to me and possession of said motor vehicle. I shall not sell, encumber or lease the vehicle or transfer or assign any of my interest therein or in this contract, or us said motor vehicle in violation of any State or Federal laws. I will not remove it from the county or filing district in which I now reside without written permission from the holder of this contract.	e
Time is of the essence of this contract and if I fall to pay any of the installments when due or otherwise breach or fail to perform any of the provisions or promises herein or in the said note, or if attachment, levy or execution or other process issues against the motor vehicle, or in the event of bankruptcy or my insolvency or if the holder shall deem himself insecure, all unpaid installments shall immediately become due and payable without notice or demand and the holder hereof may, with out notice or demand and with or without process of law enter any premises where said motor vehicle may be and take possession of it and sell it at public or private sale with or without notice and all sums paid hereunder may be retained for use of the vehicle. The holder may bit at such sale and each party hereunder shall have the rights and privileges with respect to repossession, resale and disposition of proceeds thereof as are accorded by the applicable laws of the State of Alabama. Am personal effects in or upon the vehicle at the time of retaking may be taken and such property may be held without liability until demanded by me. I promise to pay and lance remaining on the indebtedness after the proceeds of sale, less expenses of retaking, storing, repairing and selling have been applied to it and assign—to said holder any and all refunds or returned premiums from such insurance to be receipted for by him in my name or his for application to any existing indebtedness hereunder with excess if any to be returned to me. The rights and obligations of the respective parties hereto are as set forth herein and in the "Statement of Additional Covenants" set forth on the reverse sidents.	e e y y it
The rights and obligations of the respective parties hereto are as set forth herein and in the "Statement of Additional Covenants" set forth on the reverse side hereof, which statement I agree is a part of this contract and by this reference is incorporated herein. Such rights are cumulative and not elective, and their order is the contract in no way restricts their application. Waiver of any default shall not constitute waiver of any other default. I hereby acknowledge receipt of a complete copy of this contract.	n i
The pronoun "I" as used herein means "We" if more than one person signs this contract as buyer. NOTICE OF PROPOSED CREDIT INSURANCE	
The undersigned hereby takes notice that the credit insurance coverage checked above is to be purchased in connection with the indebtedness under this sale contract. This insurance, subject to the acceptance by the insurers, Old Republic Life Insurance Company, Chicago 1, Illinois, with respect to credit life insurance an Continental Casualty Company, Chicago 4, Illinois, with respect to credit accident and health insurance, covers only the person whose signature first appears below Persons 65 years of age or older on the date the indebtedness is incurred are not eligible for insurance hereunder. The amount of premium is indicated above for eact type-of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will be the number of whole month embraced in the term of indebtedness under the sales contract. The life insurance in force during the term of this contract shall be the amount necessary to discharge the indebtedness hereunder, or \$10,000.00, whichever is less. The credit accident and health insurance coverage provides that if the insured becomes totally disabled due to an accident occurring, or a sickness first manifesting itself, during the term of the indebtedness so as to be prevented from engaging in any gainful occupation indemnity equal to the time balance divided by the number of months in the term of the sales contract will be paid for each day of such total disability at the rate of one thirtieth of the monthly amount beginning with the first day of disability which is due to an accident and the 31st consecutive day of a disability which is due to sickness. Benefits hereunder shall be paid to the creditor to be applied to reduce or extinguish the indebtedness; excess proceeds, if any shall be paid or credited promptly to the person entitled thereto. All of the foregoing is subject to the provisions of the policy or certificate of insurance to be issued.	d h is ed i, f o
NOTICE TO BUYER: Do Not Sign This Contract Until Blank Spaces Are Filled In. In Witness Whereof, Thereunto set my hand and seal on this	
Signed. Socied and Delivered in presence of:	
Witness Buyer Sign Flel & Stuites (SEAL)
(Crout Life, Health and Accident Insurance, as included, covers only the person signing above.)	1
Witness Buyer Sign Caralian Stephens (SEAL)
	-
\$ 2720.16 Mobile Alabama June II, 19 62	. .
For value received, I. (We jointly and severally) promise to pay to the order of Treadwell Fond INC. (Bealer)	-
) .t
Two thousand seven hundred twenty collars and sixteen cents at the office of ASSOCIATES DISCOUNT CORPORATION, South Bend, Indiana in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.	
in 36 monthly installments of \$ 75.56 and a final installment of \$ beginning on July 25, 19	62
in 36 monthly installments of \$ 75.56 and a final installment of \$ beginning on July 25. 19 and continuing on the same day of each month thereafter, together with collection charges on each installment in arrears for a period in excess of 10 days an amount o 5% of each installment or \$5.00 whichever is the lesser.	

D213-W Rev. 8-60

STATEMENT OF ADDITIONAL COVENANTS

If no cost of insurance coverage applicable to the motor vehicle is included in this contract, I promise to promptly insure the motor vehicle at my own expense in a company acceptable to the holder hereof against loss by fire, theft and collision for the period of the term of this contract under a policy providing that loss, if any, shall be payable to me and the holder of this contract as our respective interests may appear and to keep such insurance in full force during said term and to deliver to the holder of this contract within five days of the date of this contract a paid-up policy to such effect. If I fail to so deliver such policy, or if such purchase such policy, and I promise to pay the cost thereof at such time or times as the holder of this contract may but shall not be obligated to highest lawful contract rate until paid.

If any motor vehicle insurance obtained by the holder of this contract under the terms hereof is subsequently cancelled by the insurer and a return premium received therefrom, the holder after each such cancellation may but shall not be obligated to obtain therewith similar insurance from another carrier and if the premiums therefor are greater than the amount of return premiums; I promise to pay such additional amounts at such time or times as the holder of this contract and myself against loss, the holder may but shall not be obligated to purchase a policy of single interest insurance protecting the holder alone against loss and to Any and all refunds or returns of unearned insurance permiums are perply unsured to the holder have a premiums of unearned insurance permiums are perply unsured to the holder have a premiums of unearned insurance permiums are perply unsured to the holder have a premium of the premiums are perply unsured to the holder have a premium of the premiums are perply unsured to the holder have a premium of the premiums are perply unsured to the holder have a premium of the premium of the premium of the premium of the holder

Any and all refunds or returns of unearned insurance premiums are hereby transferred, set over and assigned to the holder hereof as an additional security for the indebtedness evidenced by this contract and may be collected and receipted for by the holder in its name or in mine at any time. The holder of this contract

all claims against the seller directly with him and agree not to set up any such claim as a defense, counterclaim, set-off, cross complaint or otherwise to an for the purchase price or possession of said motor vehicle brought by the owner hereof. I further agree to pay such attorneys' fees and court costs as are p by law in the event this contract is assigned to an attorney not a salaried employee of the holder for collection or repossession of the motor vehicle described to the property of the motor vehicle described to the property of the motor vehicle described to the motor vehicle described to the property of the motor vehicle described to	erieri 1960. Er Saussi
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Associates

2200.00 ALABAMA INSTALLMENT SALES CONTRACT

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