For value received, pay to the order of

### BALDWIN COUNTY BANK Bay Minette, Alabama

Undersigned Jointly and severally do hereby waive presentment, demand, protest, notice of protest, non-payment or dishonor, and notice of the sale of any collateral security, and do authorize any extension or extensions in the time or times of payment. In case of non-payment of any amounts due hereon, we severally agree to pay the same.

(Corporate, Firm or Trade Name of Seller)

S 3 3

#### WILSON HAYES

#### LAWYER

## BAY MINETTE, ALABAMA

36507

P. O. Box 268

Telephone 937-5704

December 5, 1966

Mrs. Alice J. Duck Clerk Circuit Court Baldwin County Bay Minette, Alabama 7305

Dear Mrs. Duck:

 $\label{eq:please_file} \mbox{Please file the enclosed case of W. E. Martin} \\ \mbox{vs Garrett.}$ 

Yours very truly,

Wilson Hayes

WH/rkh Encl: 1

W. B. MARTIN d/b/a	χ		
MARTIN'S RADIO AND T. V. REPAIR	χ	IN THE CIR	CUIT COURT OF
Plaintiff	χ	BALDWIN CO	UNTY, ALABAMA
vs	χ	AT LAW	NO. 7305
B. N. GARRETT and MILDRED GARRETT	χ		
Defendants	χ	e e e e e e e e e e e e e e e e e e e	, , companies estad cons

Come defendants, B. N. Garrett and Mildred Garrett in the above styled cause and propound the following interrogatories to the plaintiff, W. E. Martin d/b/a Martin's Radio and T. V. Repair:

- 1. State yourname.
- 2. Are you the plaintiff in this case?
- 3. Attach a photocopy or true copy of the promissory note sued on.
  - 4. Aist the payments made by the defendants.
- 5. State the whereabouts of the consideration for the note sued on.

Attorney for defendants.

STATE OF ALABAMA BALDWIN COUNTY

Before me, the undersigned Notary Public, in and for said State and County, personally appeared C. LeNoir Thompson, who being by me first duly sworn, deposes on bath and says as follos:

My name is C. LeNoir Thompson and I am one of the Attorneys of Record for the defendants in the above entitled cause, and as such, I am authorized to make this affidavit. I further state that the answer of the plaintiff to the foregoing interrogatories will, if truthfully made, be material evidence for the defendants on the trial of said cause.

Subscribed and sworn to before me by the said C. LeNoir Thompson on this the 9 day of farming 1967.

San San San

Notary Public, Salówin County, Alabama

JAW 10 1967

AUE I DUN CLERK

Ef! 1-11-67

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eceived / O day of Aur. 1967

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TAYLOR WILKINS, Sheriff
Byll & Zelle D. S.

W.E. Martin d/bla Martin's Radio as I.V. Repair, Plh.

B.M. Sanett + Mildred Sanett

sewe W. E. Martin Bann inette

Control of the contro

JAN 10 1967

ALLE I DION CLEAR

C. LeNoir Thompson

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon B. N. Garrett and Mildred Garrett to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of W. E. Martin d/b/a Martin's Radio and T.V. Repair.

Witness my hand, this the day of the 1966.

Olie D. Duck

W. E. MARTIN d/b/a MARTIN'S RADIO AND TOV. REPAIR

PLAINTIFF .

٧S

B. N. GARRETT and MILDRED GARRETT

DEFENDANT

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 23/5

The Plaintiff claims of the Defendants THREE-HUNDRED EIGHTEEN and NO/100 (\$318.00) DOLLARS as balance due on a promissory note in the amount of \$637.20 made by them on the 3rd day of September, 1963 and payable on the 25th day of September, 1964 with interest thereon.

The said note provides for waiver of exemption and for a reasonable attorney's fee whereof Plaintiff člaims benefit.

ILSON HAYES, ATTORNEY FOR PLAINTIFF

DEC 6 1986

24:12-27-66

496

CASE NO 7305

W.E. MARTIN, d/b/a MARTIN's RADIO AND T.V. REPAIR,

Plaintiff,

vs:

B.N. GARRETT & MILDRED GARRETT,

Defendant,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, CASE NO. 7305

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and on 2 day of Dec. 1964
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Milded Danett

By service on

on a Toller

# CONDITIONAL SALE CONTRACT (Original)

To Martin	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	orate, Firm or Trade	- Traine of Decies;	Street	D M**	(Print)		
Address	·			Direct	Bay Mine	<del></del>	<u> </u>	
Town and Sta	ate	Bay Mine	tte, Ala.	City			State	**************************************
.	Year Model	Serial No.	Description of Article	New or Deed		mufacturer		Cash Price
5010R	63	7114480	Zenith Color T.V. S	et New		h Corpor	ation	
			Antenna					30.0
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) Cash Trade		s 50.00 s 50.00					100.0	^
) DEFERRED BA						5	523.9	
) Finance Charg	ges, Recor	rding, Insurance					113.2	5
ryable in 2	4		stallments of \$ 26.55			Scch, except the	637.2	
s 26.5		the firs	t installment shall be due on Sept	ember 2	3. 1903	10		
ch remaining ins on fully paid, payments are no	stallments ot made	s shall be due on t within fifteen days	he 25th day of each successive	month there	after until the entir	e indebtedness e	videnced h	ereby shall
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Bay Mine	erre	Alabama (County					md Street) time price	provided h
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