

CODE 205  
Telephone: 928-9835

LAW OFFICES

Mailing Address  
P.O. BOX 471

E. G. RICKARBY  
35 SOUTH SECTION STREET  
FAIRHOPE, ALABAMA 36532

April 6, 1967

Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Southeastern Refrigeration, Inc.  
Vs: A. L. Clayton  
File No. 67-41

Enclosed find Detinue, Summons & Complaint, oath and bond and writ.

Please process and oblige.

Yours very truly,



EGR/jlb  
Encl.  
4-17-67

## ORDER FORM AND CONDITIONAL SALE CONTRACT

ORIGINAL

To: SOUTHEASTERN REFRIGERATION, INC. (hereinafter called Seller)

Address: 310 - 26th Ave., West

Town and State: Birmingham, Alabama

The undersigned, hereinafter called the Purchaser, hereby orders and offers to buy the following Chattels, subject to the terms and conditions set forth herein and on the reverse hereof with the understanding that this contract is not effective until accepted and approved by the Seller; however, after such acceptance and approval, this contract shall not be subject to cancellation. Please make delivery of said Chattels on or about installed to be kept or installed at Highway 59 City, County and State Robertsdale, Baldwin, Ala.

Ship via \_\_\_\_\_ Prepaid \_\_\_\_\_ Collect \_\_\_\_\_

Quantity	Model No.	Fixture	Volt. & Phase	Serial No.	Price
1	SD-2B-1	Scotsman Dispenser ice machine		61-6-043758	
1	SR-12208	Selmix Coke head		C-75102	
1	Y-280	Selmix White head		D-69826	
1	44	Multiplex Hires head MU-5922A		MR-4903A	
1	CO-2	Regulator			

This contract renews the balance due on contract dated 5/23/62 between Clayton's Drive In and Southeastern Refrigeration, Inc. plus additional accumulated interest, attorney's fees and recording fees.

ACCESSORIES TO BE INCLUDED:

The purchaser agrees to pay the Seller the total cash price Plus finance charges if purchased on time payment plan payable as follows:

Cash Price is \$511.02  
Sale Tax on \$ \_\_\_\_\_ is \$ \_\_\_\_\_  
Insurance on \$ to be furnished by buyer is \$ \_\_\_\_\_  
TOTAL CASH PRICE \$561.02  
Finance charge 12 mos on \$511.02 \$32.46  
TOTAL TIME PRICE \$594.48

1. Cash with order \$50.00
2. Cash on arrival of equipment \$
3. \$
4. Allowance for trade-in (Describe fully) \$

Down Payment — Total

of Items 1, 2, 3 &amp; 4 \$50.00

5. Total time balance after deducting Items 1, 2, 3 & 4 \$544.48

The time balance (Item 5) is to be paid in 11 consecutive monthly instalments, first instalments being for the sum of \$50.00 each and the last instalment being for the sum of \$44.48, the first instalment being due on the 17th day of May, 1967, and one each of the remaining instalments on the same day of each month thereafter until all are paid with interest on each installment after maturity until paid at the rate of eight per cent (8%) per annum.

6. Placing, installation and erection of above equipment is to be made by \_\_\_\_\_ or his representative during regular working hours.

The Seller will furnish necessary labor without charge to make adjustments for a period of none days after equipment is started up. \_\_\_\_\_ will provide approved wiring of sufficient capacity to all motors, lights and controls on above equipment, also water supply and drains if required.  
IT IS AGREED THAT THE CONDITIONS ON THE BACK HEREOF ARE A PART OF THIS INSTRUMENT. TITLE TO SAID EQUIPMENT SHALL NOT PASS TO BUYER UNTIL SAID AMOUNT IS FULLY PAID IN CASH. It is intended and agreed that above equipment shall remain strictly personal property.

In Witness Whereof, the Purchaser has executed this instrument and hereby acknowledges the receipt of a full, true, perfect and complete copy of instrument this 25th day of March, 19 67

WITNESS: \_\_\_\_\_

ACCEPTED: \_\_\_\_\_, 19 \_\_\_\_\_

SOUTHEASTERN REFRIGERATION, INC.

BY: Joseph J. Kelly - President  
310 West 26th Ave., Birmingham, Ala. Title \_\_\_\_\_

A. L. Clayton

PURCHASER: d/b/a CLAYTON'S DRIVE INBY: A. L. Clayton Company Name (Please Print)ADDRESS: P.O. Box 578, Robertsdale, Ala. Title \_\_\_\_\_

SALESMAN: \_\_\_\_\_

Note: Fill out Purchaser's statement on Recording Copy.

## PROMISSORY NOTE

No. \_\_\_\_\_ Birmingham, Ala. March 25, 1967 \$544.48

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of SOUTHEASTERN REFRIGERATION, INC., or Assigns the sum of FIVE HUNDRED FORTY-FOUR AND 48/100 Dollars

payable at SOUTHEASTERN REFRIGERATION, INC., or its Assigns, in 11 instalments of \$50.00 each, and one instalment (the last) of \$44.48; the first instalment shall be due on May 17, 19 67, after date hereof, and one of such remaining instalments shall be due on the 17th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid. Interest shall be payable on the respective instalments at the rate of 8% per annum after maturity thereof.

In the event of default in the payment of any one or more of said monthly instalments, when and as the same fall due, or in the event of death, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the payee, its successors and assigns, shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable (less a sum equal to 5% per annum on the respective instalments from the date of declaration to the respective dates of maturity) and to proceed in any lawful manner for the collection thereof. No delay in making such election shall be construed to waive the right to make the same.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or any other State, as to personal property, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee whether the same be collected or secured by or any attorney consulted with reference to suit or otherwise, and each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party.

The undersigned have subscribed their names hereto without condition, that any one else shall sign or become bound hereon, and without any other condition whatever being made. The undersigned, if more than one, shall be jointly and severally liable hereunder.

ADDRESS:

P. O. Box 578  
Robertsdale, Alabama

A. L. Clayton

d/b/a CLAYTON'S DRIVE INBy: A. L. Clayton

7. No transfer, renewal, extension or assignment of this contract, or any interest hereunder, or loss, injury, damage, or destruction of said equipment shall release the purchaser from his obligation hereunder. The assignee shall be entitled to all the rights of the Seller.

8. The Purchaser shall keep said equipment free of all taxes, liens and encumbrances; shall not use the same illegally or improperly; shall not transfer any interest in this contract or said equipment; shall not remove same from the premises stated herein without written permission of the holder of this contract. The Purchaser agrees that the property is held by the Purchaser at the Purchaser's risk; whether insurance is provided for on the reverse hereof or not, the Purchaser agrees to cause the property covered by this contract to be insured against loss or damage by fire, theft, lightning, earthquake, explosion, sand storm, flood and tornado, under a policy of insurance payable to the Seller or Assignee as its interest may appear.

9. It is understood and agreed that the Seller or Assigns shall in no wise be bound by any warranty (except the manufacturer's warranty on new equipment) made by any agent of the Seller other than is herein set forth; that this contract contains the entire agreement between the parties hereto; and that this agreement shall apply to and bind the heirs, executors, administrators and assigns of the Purchaser, and shall enure to the benefit of the Seller, the Seller's heirs, executors, administrators, successors and assigns.

10. Time is of the essence of this contract. Any instalment or amount payable hereunder, if paid five (5) days after it becomes due, shall include interest thereon at the highest lawful contract rate from the due date. In the event that any instalment shall not have been paid within thirty (30) days after it becomes due and payable, the Purchaser expressly acquiesces in the right of the holder of this contract to delegate a representative to endeavor in person to collect such unpaid instalment and, in acknowledgment thereof the Purchaser hereby agrees to pay a further charge in a sum equal to five percent (5%) of such unpaid instalment, but such charge shall neither be less than one dollar nor exceed five dollars in any event. The undersigned agrees, in the event this contract is placed in the hands of an attorney for collection, to pay fifteen percent (15%) of the amount due or such lesser sum as may be permitted by law, as attorney's fees.

11. In the event Purchaser defaults on any payment or fails to comply with any of the terms or conditions of this contract or a proceeding in bankruptcy, receivership, or insolvency be instituted by or against the Purchaser or his property, or the Seller deems the above equipment in danger of misuse or confiscation or upon refusal of Purchaser to accept the equipment upon delivery, the full amount shall be immediately due and payable, and the Seller or any sheriff, or other officer of the law, may take immediate possession of said equipment without demand, including any attachments or accessories thereto, possession by the Purchaser after default being unlawful; and for this purpose the Seller may enter upon the premises where said equipment may be and remove same. Such repossession shall not affect Seller's right, hereby confirmed, to retain all payments made prior thereto by the Purchaser hereunder. The Seller may resell said equipment, so retaken, at public or private sale, without demand for performance, with or without notice to the Purchaser (if given, notice by mail to address below being sufficient), with or without having such equipment at the place of sale, and upon such terms and in such manner as the Seller may determine, and to that end Seller may make such repairs as he may deem necessary; the Seller may bid at any public sale. From the proceeds of any sale, the Seller may deduct all expenses of retaking, storing, repairing, and selling such equipment, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due; any surplus shall be paid over to the Purchaser. In case of deficiency the Purchaser shall pay the same with interest. The Seller's acceptance, after the full amount may have become immediately due and payable as hereinbefore provided, of any instalment of payment shall not be deemed to alter or affect the Purchaser's obligations and/or the Seller's rights hereunder with respect to any subsequent payments or default therein.

12. Upon installation the Purchaser shall sign an installation receipt setting forth in detail the equipment and date installed.

13. The Seller shall not be liable for service adjustments, repairs, or replacements made by the Purchaser without the Seller's consent, nor for damages, delays and losses, consequential or otherwise, caused by defects of material or workmanship. Its liability being expressly limited to repairs or replacement of defective parts and/or equipment as referred to in the manufacturer's warranty.

14. Whenever a coin meter box is furnished by the Seller, it is understood and agreed that said coin meter box and all attachments and parts thereof shall be and remain the sole property of the Seller and may be removed by Seller at any time. It is further agreed that the money deposited in said coin meter box is the property of the Seller and same shall be kept intact in said coin meter box until collected by the Seller or its agents, or assignee, that the Purchaser shall be responsible for the safe transfer of same to the Seller or its assignee, and said Purchaser shall not tamper with said coin meter box, its contents, nor any part thereof. Neither shall the Purchaser permit or allow anyone else to tamper, disconnect or remove said coin meter unless authorized in writing by the Seller or its assigns.

For value received, the undersigned, (designated the Seller in the within contract) does hereby transfer, sell and assign to \_\_\_\_\_ the within conditional sale (retention of title) contract.

Date \_\_\_\_\_ SOUTHEASTERN REFRIGERATION, INC.  
By: \_\_\_\_\_

For value received, pay to the order of  
SOUTHEASTERN REFRIGERATION, INC.  
Undersigned jointly and severally do hereby waive presentment, demand, protest, notice of sale of any collateral security, and do authorize any extension or extensions in the time or time of payment. In case of non-payment of any amounts due hereon, we severally agree to pay the same.  
By \_\_\_\_\_ (Corporate, Firm or Trade Name of Seller) (Seal)  
\_\_\_\_\_ (Owner, Officer or Firm Member) (Seal)

SOUTHEASTERN REFRIGERATION,  
INC., a Corporation,

Plaintiff,

VS.

A. L. CLAYTON, Individually,  
and doing business as CLAYTONS  
DRIVE-IN,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

7454

DETINUE AFFIDAVIT

Before me, the undersigned Notary Public, personally  
appeared Ralph S. Tully, who being duly sworn, deposeth and saith  
that he is the President of the Plaintiff Corporation, and that  
the property sued for in the Complaint of SOUTHEASTERN REFRIGERA-  
TION, INC., vs. A. L. CLAYTON, Individually, and d/b/a CLAYTON'S  
DRIVE-IN, belongs to SOUTHEASTERN REFRIGERATION, INC., the said  
Plaintiff.

Ralph S. Tully  
Affiant

Sworn to and subscribed before me this the 23rd  
day of March, 1967.

Ernie B. Blackman  
Notary Public, Jefferson County,  
Alabama.

FILED

APR 1 1967

CLERK  
RECORDS

SOUTHEASTERN REFRIGERATION, INC.,  
a Corporation,

Plaintiff,

Vs.

A. L. CLAYTON, Individually,  
and doing business as  
CLAYTON'S DRIVE-IN,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

No. 7434

INDEMNIFYING BOND  
(Title 7, Section 918)

KNOW ALL MEN BY THESE PRESENTS, That we, SOUTHEASTERN REFRIGERATION, INC., a Corporation, as principal, and *Robert F. Starnes* *Bham, Ala.* as surety, are held and firmly bound unto A. L. CLAYTON, Individually, and doing business as CLAYTON'S DRIVE-IN, in the sum of NINE HUNDRED AND NO/100 (\$900.00) DOLLARS, to be paid to the said A. L. CLAYTON, Individually, and doing business as CLAYTON'S DRIVE-IN, his heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly, by these presents.

Sealed with our seals, and dated this 6 day of March, in the year of our Lord, one thousand Nine hundred and Sixty-Seven.

The condition of the above obligation is such, That whereas the above bound SOUTHEASTERN REFRIGERATION, INC., on the day of the date hereof hath obtained at the suit of SOUTHEASTERN REFRIGERATION, INC., a Corporation, vs. A. L. CLAYTON, Individually, and d/b/a CLAYTON'S DRIVE-IN, a summons and complaint for the recovery of the property sued for in specie against said Defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which summons and Complaint are returnable to the next term of the Circuit

Court for said County, and which said endorsement is made upon the Plaintiff entering into this bond.

NOW, if the said plaintiff shall fail in this suit, and shall pay the defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

SOUTHEASTERN REFRIGERATION, INC.,  
a Corporation,

BY:

Ralph S. Trully  
It's President

310 west 26th avenue

Birmingham, Ala.

Ralph S. Trully  
Robert L. Stevens

Approved this 7 day of Apr, 1967.

Alfred J. Alcock

Clerk.

This is to certify that if the above bond were presented to me as Clerk of the Circuit Court, Tenth Judicial Circuit of Alabama, I would approve same as being good and sufficient.

March 29, 1967.

Julian Swift

Julian Swift, Clerk.

FILED

APR 7 1967

WILLIAM L. DICK, JR.

SOUTHEASTERN REFRIGERATION, INC.,  
an Alabama Corporation,

Plaintiff,

VS.

A. L. CLAYTON,

Defendant.

IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA,

AT LAW.

The Plaintiff claims of the defendant the following described  
personal property, to-wit:

- 1 - Model SD-2B1 Scotsman ice machine, serial #61-6-043758
- 1 - SR-12208 Selmix Coke Dispenser, serial #C75102
- 1 - Y-280 Selmix white-blue dispenser, serial #D69826
- 1 - 44 Multiplex Hires dispenser, serial #MR4903A
- 1 - CO2 regulator

with the value of the use thereof from, to-wit, the 10th day of February,  
1966.

  
Attorney for Plaintiff.

FILED

EX 11 1966  
MICHAEL L. DICK, CLERK  
REGISTER

STATE OF ALABAMA,

COUNTY OF BALDWIN.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon A. L. CLAYTON to appear before the Circuit Court of Baldwin County, in and for said County, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur to or plead to the complaint of SOUTHEASTERN REFRIGERATION, INC., an Alabama corporation, Plaintiff.

You are hereby commanded to execute this process instantler and make return as required by law.

Witness my hand this 6 day of April, 1967.

D. J. Faulk Clerk.

FILED

APR 7 1967

CLERK



STATE OF ALABAMA,

COUNTY OF BALDWIN

TO THE SHERIFF OF SAID COUNTY, GREETING:

The Plaintiff having given bond and made affidavit as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the defendant give bond payable to the Plaintiff, with security in double the value of the property, conditioned that if the defendant is cast in the suit, he will, within thirty days thereafter, deliver the property to the plaintiff, and pay all costs and damages which may accrue from the detention thereof.

Witness my hand this 6 day of April, 1967.

Alvin L. Luck  
Clerk, Circuit Court, Baldwin  
County, Alabama.

No. 7454

Received 7 day of April 1967  
and on 16 day of Apr 1967  
I served a copy of the within Detinue  
on A. L. Clayton

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By Caroline Cheders D.S.  
R. Dale

Executed By looking in  
Possession, & leaving  
with A. L. Clayton and  
getting a Baile's Receipt

Caroline Cheders  
Faithful party made  
bond. Property is  
released to Dept  
Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff  
BY Caroline Cheders  
DEPUTY SHERIFF

Clerk's cost 14.50

Staff 76.50

Staff has received  
his cost 424/67  
since Lindell Clark

Southeastern Refrigeration  
Inc. - An Ala. Corp

VS.

A. L. Clayton  
R'dale

Detinue

F. G. Rickorby  
Atty

925

Our File No. 67-41  
Court  
Your File No. 7454

LAW OFFICES  
E. G. RICKARBY  
35 SOUTH SECTION STREET  
FAIRHOPE, ALABAMA 36532

CODE 205  
Telephone: 928-9836  
Mailing Address  
P. O. BOX 471

December 19, 1967

Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Southeastern Refrigeration, Inc.  
Vs: A. L. Clayton  
File: 67-41 *no. 7454*

Judgment by Default was taken in this case in August.

I have no report of any execution in the hands of the Sheriff.  
Would you see that I have an execution in the hands of the Sheriff so that this property can be repossessed?

Yours very truly,



EGR/jlb  
cc: Sheriff Wilkins  
cc: Southeastern Refrigeration, Inc.  
1-3-68