

This Contract is made at the time and place indicated below between the undersigned Purchaser, hereinafter called "Purchaser," and the undersigned Seller, hereinafter called "Seller," which term shall be deemed to include any assignee of Seller's interest. Purchaser agrees to buy and Seller agrees to sell upon the following terms, for the Total Price hereinafter shown, the property described below, hereinafter called "Property," receipt and acceptance of which Purchaser acknowledges. Purchaser promises to pay Seller the total balance shown below in consecutive monthly installments commencing on date hereinafter specified, with reasonable costs of collection, including expenses and attorney's fees.

Quantity	DESCRIPTION AND TRADE NAME	Unit or Serial No.	Cabinet or Motor No.	New or Used	Price of Each Article
	LABOR AND MATERIAL AS PER INV. # 1892-10-1892-11				

Other terms are as follows: (1) Until all indebtedness due hereunder is paid, title to Property shall remain in Seller or assigns; (2) Seller makes no warranty as to Property and Purchaser accepts delivery under the warranty (if any) of the manufacturer only; (3) in event of default by Purchaser in any term hereof, then the unpaid balance shall become due and payable immediately and Seller or assign may repossess the Property without legal process and may exercise any one of the following remedies: (a) sell the Property or any quantity thereof at public or private sale without notice to Purchaser, and without the necessity of having property at such sale; (b) take possession of the Property and retain the same, all payments thereafter made being retained by Seller or assigns as rent and liquidated damages for the non-fulfillment of this contract; or Seller or assigns may elect not to repossess, but to (c) collect any unpaid balance of Total Balance together with costs, including reasonable attorney's fee, or (d) take such other action as Seller or assigns may elect to pursue to collect any unpaid balance due hereunder; (4) Purchaser agrees not to remove said property from County; (5) Purchaser hereby waives, as to this debt, all rights of exemption under the Constitution and laws of Alabama, or any other State; (6) If a petition in bankruptcy is filed by or against Purchaser, or if Purchaser shall make any transfer which may constitute a fraudulent conveyance, then the entire unpaid balance due under this contract shall become due and payable at option of seller or assigns; (7) The Buyer agrees to keep the property insured against loss by fire, theft, and any other hazard required by Seller or assigns, with insurance companies acceptable to the Seller or assigns, for not less than the amount owing, and until the purchase price is fully paid, payable to and to protect the interest of the Seller or assigns, and the Seller or assigns may place, continue or renew said insurance for the Buyer at the Buyer's expense if the seller or assigns so elects; (8) Loss, injury, or destruction of said goods or renewal, extension, transfer, or assignment of this contract, or any interest thereunder shall not release the Buyer from his obligation hereunder or waive any condition herein contained.

This contract is negotiable and payable to Seller or assigns at The First National Bank of Fairhope, Fairhope, Alabama.

TOTAL CASH PRICE		\$ 500.99
CASH DOWN PAYMENT	\$	XXXX
TRADE-IN	\$	XXXX
ON:		
TOTAL DOWN PAYMENT	\$	50.00
UNPAID BALANCE	\$	450.99
COST OF INSURANCE	\$	
BALANCE CASH PRICE	\$	450.99
	\$	72.15
TIME PRICE DIFFERENTIAL		
TOTAL NOTE AMOUNT (BALANCE TIME PRICE)	\$	523.14
24 MONTHLY INSTALLMENTS OF \$	21.77	
FIRST PAYMENT DUE	11/15	1966

Executed in Triplicate at FAIRHOPE, ALABAMA on 9-29, 1966
(City and State) (Date)

Seller's Signature Procter Company (SEAL)

Buyer's Signature George D Rucker (SEAL)

By Claire K. Haner (Authorized Signature) (Title)

SIGN
IN
INK

Address P.O. Box R - Fairhope, Al.
(Street, City, State)

Address 605 N. Clayborn St. - Mobile, Al.
(Street, City, State)

Witness

Witness

(This Contract Is Short and Easy to Understand. For Your Protection Read Before Signing)

Fairhope, Ala. 9-29 1966

I/We promise to pay to the order of FIRST NATIONAL BK. OF FAIRHOPE
FIVE HUNDRED TWENTY-THREE 14/100 Dollars \$523.14

for value received. Payable at FIRST NATIONAL BANK OF FAIRHOPE, Fairhope, Ala.

In 23 installments of \$21.77 payable on 15 of each consecutive month, beginning 11-15-66

after date without grace and balance of \$21.97 payable 10-15-68

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, severally agrees; (a) to pay this note; (b) to pay interest thereon, payable monthly in advance on unpaid balance, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest, at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the Constitution and laws of Alabama, or any other State, 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 suit or otherwise, and the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them. If any installment is not paid at maturity, or if a petition in bankruptcy is filed by or against the undersigned, or if a bill for a receiver be filed against the undersigned, or if the undersigned shall make any general assignment, or shall make any transfer or conveyance of any part of this property in such manner as to prefer one creditor over another, or to constitute a fraudulent conveyance, then the entire unpaid amount of this note shall become due and payable at the option of the holder. It is understood and agreed that a late charge of five cents per dollar will be paid by the Maker(s) on each installment more than fifteen days in arrears, or interest from maturity as herein provided at the option of the holder.

Address 605 N. Clayborn St.
Mobile, Alabama

Signature George D Rucker (Seal)

Address

Address (Seal)

STATE OF ALABAMA
COUNTY OF BALDWIN

DEALERS (SELLER'S) REPRESENTATION AND ASSIGNMENT

The contract on the reverse side hereof having been accepted by the undersigned Dealer, we hereby represent and warrant to the First National Bank of Fairhope, in order to induce its purchase of said contract, that the same is genuine; the cash payment and for trade-in allowance was received; the Buyer is competent and more than twenty-one (21) years old; we had good title to the merchandise free from all liens and encumbrances, at the time of the execution of said contract; all laws and regulations applicable to the transaction have been complied with; all statements of fact in said contract are true; and "Buyer's Statement" is true to the best of our knowledge, information and belief; for value received we hereby sell and assign said contract together with all rights and privileges thereunder and all interest in the merchandise to The First National Bank of Fairhope, its successors and assigns, with full power to the bank in its or our name to take such legal or other proceedings as we might take, except for this assignment. The assign-

ment is made with recourse on us. If with recourse we jointly and severally, guarantee payment of principal interest after maturity at the highest legal contract rate, collecting expense, costs and attorney's fees and all other sums due under said contract, as and when the same shall become due accepting all the provisions of said contract, and authorizing said bank without notice to grant Buyer extensions of time and to compound or release its rights against Buyer or any other obligor, and waiving all demands and notices of default and all other things necessary to hold us; also waiving all rights of exemption and agreeing that in the event of non-payment at maturity of any installment due under said contract, suit may be brought by said bank against any one or more or all of us, at the option of said bank, whether or not any suit has been commenced against the Buyer.

Dated.....19.....

Dealer.....(Seal)

Witness.....

By.....

WITHOUT RECOURSE PAY TO THE ORDER OF
FIRST NATIONAL BANK OF FAIRHOPE

.....(Seal)
.....(Payee)
By.....(Authorized Signature).....(Title)

WITHOUT RECOURSE PAY TO THE ORDER OF

.....(Seal)
By.....(Authorized Signature).....(Title)

PAY TO THE ORDER OF
FIRST NATIONAL BANK OF FAIRHOPE

With full recourse against the undersigned, hereby waiving presentment, demand, notice of dishonor and protest, and consenting to any and all extensions and renewals hereof, without notice to the undersigned.

.....(Seal)
By.....(Authorized Signature).....(Title)

Our File No.67-352

Your File No.

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

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

March 25, 1968

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

Dear Mrs. Duck:

Inre: Ponder Co. vs. George D. Rucker
Court Case No. 7830

Please put this docket sheet, note and Request on the Judge's desk so that he can enter up a judgment and send me a Certificate of Judgment when rendered, and oblige.

Yours very truly,



EGR/jlb

Encl.

cc: Mr. Jack Ponder
4-5-68

Our File No.67-352

Your File No.

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

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

March 25, 1968

Honorable Telfair J. Mashburn
Judge of the Circuit Court
Bay Minette, Alabama 36507

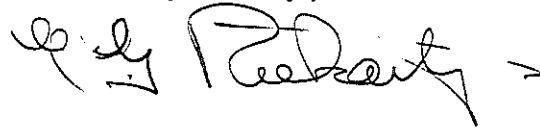
Dear Judge Mashburn:

Inre: Ponder Co. vs. George D. Rucker

I am enclosing a copy of the promissory note.

Request a judgment by default for \$397.67, being a
promissory note for \$370.61, attorneys fees of \$37.07,
with Waiver of exemption and oblige.

Yours very truly,



EGR/jlb

Encl.

cc: Mr. Jack Ponder

4-5-68

March 25, 1937

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

Dear Mrs. Dick:

Re: Fonder Co. vs. George J. Ryker
Court Case No. 7830

Please put this docket sheet, note and Request on the
Judge's desk so that he can enter up a judgment and
send me a Certificate of Judgment when rendered,
and oblige.

Yours very truly,

ma/jlb

Encl.

cc. Mr. Ryker

6 April

Miss Leach. Here is
the note in this case I
sent to you please get
it with Judge with the papers.

TS

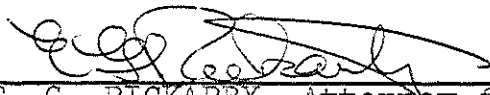
J. M. PONDER, doing business as THE PONDER COMPANY,	Ø	
	Ø	
Plaintiff,	Ø	IN THE CIRCUIT COURT OF
VS.	Ø	BALDWIN COUNTY, ALABAMA,
GEORGE D. RUCKER,	Ø	AT LAW.
	Ø	70,7430
Defendant.	Ø	

C O M P L A I N T

The Plaintiff claims of the Defendant ~~THREE HUNDRED SEVENTY AND~~ 61/100 (\$370.61) DOLLARS due by promissory note made by Defendant on, to-wit, the 29th day of September, 1966, and payable in twenty-three (23) monthly installments of TWENTY ONE AND 75/100 (\$21.75) DOLLARS each, payable on the 15th day of each month, beginning November 15, 1966, and a final payment of TWENTY ONE AND 97/100 (\$21.97) DOLLARS payable on October 15, 1968.

The note provides that if an installment is not paid at maturity, then the entire unpaid amount of said note shall become due and payable and the Plaintiff alleges that the Defendant defaulted in one or more payments of said note, namely, to-wit, the payments falling due after the 15th day of June, 1967. The Plaintiff further alleges that said note was payable to the First National Bank of Fairhope and endorsed by the First National Bank of Fairhope to the Plaintiff.

The Plaintiff further avers that in the said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and Laws of the State of Alabama, and agreed to pay an attorneys fee for the collection thereof, and the Plaintiff claims the further sum of SEVENTY AND 12/100 (\$70.12) as such attorneys fee.


 E. G. RICKABY, Attorney for
 Plaintiff.

Defendant resides north of Daphne, in Park City.

FILED
 OCT 2 1967
 70-7430-4

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

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 GEORGE D. RUCKER

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.....

GEORGE D. RUCKER....., Defendant.....

by J. M. PONDER, d/b/a THE PONDER COMPANY.....

....., Plaintiff.....

Witness my hand this..... day of..... 19. 67.

Ex 1-2-68

Alice J. Rucker Clerk

4566

No. 7430

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

J. M. Ponder d/p/a

The Ponder Co

Plaintiffs

12th vs.

George D. Rucker

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

11-8 1967

Clerk

RECEIVED
SHERIFF'S OFFICE
NOV 8 4 08 PM '67
MJC
18

E. G. Rickard
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

NOV 8 1967

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this Jan 12 19 68

by leaving a copy with

George D. Rucker

Ray to Bridges Sheriff

Fitzpatrick O Calamette
Deputy Sheriff

Leave the Dft at Bayou
stevedoring Co. Inc. Dock
Office M.D.P.

Our File No. 67-352
Your File No. 7830

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

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

June 8, 1968

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

7830

Dear Mrs. Duck:

Inre: Ponder Company vs. George Rucker

Please mark Judgment in case of J. M. Ponder versus George
Rucker paid and satisfied. Am enclosing \$16.50 for costs.

Yours very truly,



EGR/jlb
Encl.
7-4-68