Address

Address

CONDITIONAL SALES CONTRACT

COUNTY OF BALDWIN

(Seal)

(Seal)

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.

Quan- tity	DESCRIPTION AND TRADE NAME	Unit o Serial N		Cabinet or Motor No.	New or Used	Price of Each Article
	LABOR AND MATERIAL					
	AS PER 100 V. # 1892-10-1892-11					
	: William Committee of the Committee of					
	·					
	terms are as follows (1) Until all indebtedness due hereunder is paid, title to Property shall rer issigns; (2) Seller makes no warranty as to Property and Purchaser accepts delivery under the w		TOTA	CASH PRICE	s 5	-00.99
dance si	iall become due and payable immediately and	unpaid	PAYMENT	s	$\dashv \times$	$\times \times$
prosetty (ssign may repossess the Property without legal process and may exercise any one of the following re e Property or any quantity thereof at public or private sale without notice to Purchaser, and with of having property at such sale: (b) take possession of the Property and retain the same, all pi	out the	TRADE-IN	S	1/ \	/ \ / \
ntract:	or Seller or assigns may elect not to repose see but to delect covered to the non-fiffilment	of this		OWN PAYMENT	5	50.00
purate	to collect any unpaid balance due hereunder, (4) Purchaser agrees not to remove said propert	y from		BALANCE	s 4	50.99
abama, ake any	b) Purchaser hereby waives, as to this debt, all rights of exemption under the Constitution and or any other State. (6) If a petition in bankruptcy is filled by or against Purchaser, or if Purchase transfer which may constitute a fraudulent conveyance, then the entire unpaid balance due under the balance due under the property of	laws of cer shall		INSURANCE CASH PRICE	s 4	51 90
ntract si	hall become due and payable at option of seller or assigns. (7) The Buyer agrees to keep the prop nat loss by fire, theft, and any other hazard required by Seller or assigns, with insurance compara to the Seller or assigns, for not less than the amount owing, and until the purchase price is fully pa	erty in-			s _ ,	12.15
STITUTOR	for the Buyer at the Buyer's evening if the seller or occurred to designs may place, continue or ren	ew said		CE DIFFERENTIA	L S	
e Buver	enewal, extension, transfer, or assignment of this contract, or any interest thereunder shall not from his obligation bereinder or waive any condition begin contained	release		OTE AMOUNT E TIME PRICE)	s 5	23.14
labamu.	ontract is negotiable and payable to Seller or assigns at The First National Bank of Fairhope, Fi	~	/	ITHLY INSTALLM	ENTS OF	5 2/,7
	·	F	IRST PA	YMENT DUEY	1/15	1966
xecute	ed in Triplicate at FHIRHUPE ALABIAN A (City and State)		on	9-29 (Date)		, 19 🗲
eller's	Buyer's		100	100 1 9	RIN	2/0.
lignatu	re (SEAL) Signatu	re	يسر		0 -9	GEAL
Ву	Claire K. I Lander Sign					,(SEAL
معمد لد لد	(Authorized Signature) R - Faulogo W. INK Address	605	n. C	laufor	Ĺブ	-Milele
lddress	(Street, City, State)	i	(Str	et, City, State)		
Vitness	Witness					
	(This Contract Is Short and Easy to Understand. For Your	Protection	Read 1	Before Signing)	
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8	Fa	irhope., Ala	•	9-29		19
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	E HUNDRED TWENTY-THREE -		4/100			
122	the state of the s		//	Dollars \$	ى ھ	-/-
	ie received. Payable at FIRST NATIONAL BANK OF FAIRE					
123	installments of \$21.77 payable on 15 of each consecutive	month heg	inning	11-1.5	-66	
f4 a	10 31 97		*********	, ,	.:	
1000	te without grace and balance of \$ 2/. 97 payable 16-15					
y inter	parties to this instrument, whether maker, endorser, surety, or guarantor, each : cost thereon, payable monthly in advance on unpaid balance, and that such in my the same or if the rote shows on its face that it hears in the com-	for himself, s terest may b	everally e collect	agrees; (a) to ed by the payee	pay this	note; (b) ter of the not
all ev	ents, this note, from the date of its maturity, shall bear interest, at the rate	of eight per	centum	the interest at per annum un	its matu	Each of sai
gree to	pay all costs of collecting or securing, or attempting to collect or secure, this collected or secured by suit or otherwise, and the maker, endorser, surety or othest, notice of protest, suit, and all other requirements necessary to hold them, uptcy is filed by or against the undersigned or if a bill or a receiver be filed	or Miabama, note, includ	or any	easonable attorn	id they ley's fee,	whether th
ent, pro	test, notice of protest, suit, and all other requirements necessary to hold them, uptcy is filed by or against the undersigned, or if a bill for a receiver be filed and a supplement or shall make any transfer or convergence of any professor.	If any instal	lment is	not paid at ma	turity, or	and, present
ny gene nother.	ral assignment, or shall make any transfer or conveyance of any part of this	s property ir	such 1	nanner as to pi	refer one	creditor ove
older. It	is understood and agreed that a late charge of five cents per dollar will be parrears, or interest from maturity as herein provided at the option of the holder	id by the M	aker(s)	on each installn	ent mor	than fiftee
	- 10 1/1 / A	11:000	. 1.	10 -1.		2.

STATE OF ALABAMA COUNTY OF BALDWIN

DEALER'S (SELLER'S) REPRESENMATION AND ASSIGNMENT

The contract on the reverse side hereof having been accorded by the undersigned Dealer, we hereby represent and warring to The First National Bank of Fairhope, in order to induce its pulchase of said contract, prate that the same is genuine; the cash payment and for trade-in allowance of the cash payment and for trade-in allowance of the merchandiss free from all liers and encumbrances, at the time of the execution of Stid contract; all laws and regulations applicable to the transaction rave been comparied within all statements of fact in said contract are tiple; and "Buyers" State manners of fact in said contract, and "Buyers" State relative to the best of our knowledge, information and belief; for rights and privileges thereunder and all interest in the information and politic for the bank in its or our manner to all execute the legal or other narrowedines as we might in its or our manner to the sasiement. The assignment

WITHOUT RECOURSE PAY TO THE ORDER OF

FIRST NATIONAL BANK OF FAIRHOPE

(Payee) By (Authorized Signature) (Title) WITHOUT RECOURSE PAY TO THE ORDER OF	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		:				14			
By (Authorized Signature) (Title) WITHOUT RECOURSE PAY TO THE ORDER OF						· · · · · · · · · · · · · · · · · · ·				(Seal)
(Authorized Signature) (Title) WITHOUT RECOURSE PAY TO THE ORDER OF						(Payee)		:-	
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	- 44					1.55				7
By (Title)	By			 	·		,			

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.

Drolle Company (Seal)

By Elane L. Hanse - Milioghe
(Authorized Signature) (Title)

Our File No. 67-352

LAW OFFICES

E. G. RICKARBY

Your File No.

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

LAW OFFICES

E. G. RICKARBY

Your File No.

35 SOUTH SECTION STREET FAIRHOPE, ALABAMA 36532

CODE 205
Telephone: 928-9836
Mailing Address

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

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Mas. Alice Dick Clark of the Clarato Court Bay Minette, Alabana 56507

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Please put this docket sheet, note and Request on the Judge's desk so that he can enter up a judge served send send send no a Cartificate of Judgment when rendered, and oblige.

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CONDITIONAL SALES CONTRACT

This Contract is made at the time and place indicated below between the undersigned Purchaser, hereinafter called "Purchaser," and be undersigned Seller, hereinafter called "Seller," which term shall be deemed to include any assignee of Seller's interest. Iteratives 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 commercing on date hereinafter specified, with reason-

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J. M. PONDER, doing	business as	Q	
THE PONDER COMPANY,		Ŏ	
	Plaintiff,	Ŏ	IN THE CIRCUIT COURT OF
VS.		Ŏ	BALDWIN COUNTY, ALABAMA,
GEORGE D. RUCKER,		ď	AT LAW.
	Defendant.	ð	no.7430

COMPLAINT

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. RICKARBY, Attorney for Plaintiff.

Defendant resides north of Daphne, in Park City.

STATE	OF	ALABAMA
BALE	OWIN	COUNTY

Circuit	Court,	Baldwin	County
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_____TERM_ 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ___GEORGE D. RUCKER

GEORGE D. RUCKER Defendant.....

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

Plaintiff...

Witness my hand this day of 1967.

William Relier

Ex 1-2-68

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No Page	Defendant lives at
STATE OF ALABAMA	responses
Baldwin County	Received In Office
CIRCUIT COURT	•
	NOV 8 1967 ₁₉
J. M. Ponder dpla The Ponder Co	TAYLOR WILKING SHERIFF Sheriff
The Tonder Co	I have executed this summons
Plaintiffs	12 A 22 A
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George D. Rucker	
	George Lo Rucker
Defendants	
SUMMONS AND COMPLAINT	
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W. T.	
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Plaintiff's Attorney	Way Lo Barralger Sheriff
Defendant's Attorney	Ray Lo Bridger. Sheriff Fitzpatrict O Calamette Deputy Sheriff
Defendant's Attorney	Deputy Sheriff
	Severthe Deft at Brigan , Steverlaring Co. Inc. Doc
	Alevederana Co. on C. Dora

Law Offices

Our File No. <u>67</u>-352 Your File No. <u>78</u>30

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, Alabana 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