

EDWARD A. JOHNSON,)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
vs.)	AT LAW
)	
EDUARDO JOHNSON,)	
)	
Defendant.)	CASE NO. 8177

DISCOVERY NOTICE FOR ASSETS OF JUDGMENT DEBTOR

TO: EDUARDO JOHNSON

Take notice, whereas, the Plaintiff herein has requested in writing, the undersigned, as Clerk of this Court, to issue notice to you as Defendant herein, requiring you to file a statement, in writing, under oath of all your assets, as provided in Title 7, Section 903, Alabama Code 1940, as amended, and it appearing from the said request and the record in the said cause that an execution was returned on the judgment in this cause endorsed "No Property Found" by the Sheriff of Baldwin County, and that you reside in the State of Alabama,

NOW, THEREFORE, you the said EDUARDO JOHNSON, are hereby required, within 30 days from the service hereof, to file in this Court a statement, in writing, under oath of all your assets, including money, choses in action, notes, bonds and accounts, and all other property, real, personal, or mixed, or any interest therein with a detailed description of the same, the location and reasonable value of each item thereof, together with a detailed list of statements, or any and all liens, mortgages or encumbrances thereon.

WITNESS my hand this the 14 day of Apr, 1970.

Alice J. Duct
CLERK

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to serve the above notice upon the above named EDUARDO JOHNSON and make due return of your said service and of this notice.

Alice J. Duct
CLERK

C. G. C.

84/4-10-70

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No. 8177

Edward A. Johnson

VS.

Edwardo Johnson

Discovery of assets

C. H. Chason

Sheriff claims 54 miles at
Ten Cents per mile Total \$ 5.40
TAYLOR WILKINS, Sheriff
BY Crocker
DEPUTY SHERIFF

Received 6 day of April 1970
and on 10 day of April 1970
I served a copy of the within Discovery of Assets
on Edwardo Johnson

By service on Edwardo Johnson
TAYLOR WILKINS, Sheriff
BY Crocker D. B.

(In Daphne)

EDWARD A. JOHNSON,)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA,
)	
vs.)	AT LAW
)	
EDUARDO JOHNSON,)	
)	
Defendant.)	CASE NO. 8177

REQUEST FOR DISCOVERY OF ASSETS

To: Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama.

WHEREAS, in the above entitled cause the Plaintiff recovered a Judgment against the said defendant on the 27th day of October, 1969, for the sum of SIX THOUSAND, FOUR HUNDRED SEVENTEEN DOLLARS, (\$6,417.00), besides the cost of said cause; and, WHEREAS, execution was issued on said Judgement against the said Defendant, and thereafter the said execution was returned by the Sheriff of Baldwin County, Alabama, with the endorsement thereon "No Property Founne", and said Judgment remains unpaid and unsatisfied.

NOW, THEREFORE, this is to request that you as Clerk of said Court to issue a notice to said Defendant requiring him to file in the Circuit Court of said County, within thirty days from the service of said notice, a statement in writing, under oath, of all of the assets of said Defendant, including money, choses in action, bonds and accounts, and all other property, real, personal or mixed, or any interest therein, with a detailed description of the same, the location and reasonable value of each item thereof, together with a detailed statement of all liens, mortgages or encumbrances thereon, showing the amounts due upon each, and the owner or holder of such liens, mortgages or encumbrances.

The Defendant's address is Box AA, Daphne, Alabama.


 Attorney for Plaintiff

FILED

APR 1 1970

ALICE J. DUCK CLERK
 REGISTER

EDWARD A. JOHNSON, : IN THE CIRCUIT COURT OF
PLAINTIFF, : BALDWIN COUNTY, ALABAMA
VS. : AT LAW
EDUARDO JOHNSON, :
DEFENDANT. : CASE NO: 8177

A N S W E R

Comes now Eduardo Johnson and makes this his sworn answer to the plaintiff's writ of discovery in the above style cause:

I own no property, real, personal or mixed or any interest therein. I have no assets, choses in action, money or accounts with which to satisfy any claim against me.

IN WITNESS WHEREOF, I have hereunto this 25 day of April, 1970, placed my hand and seal.

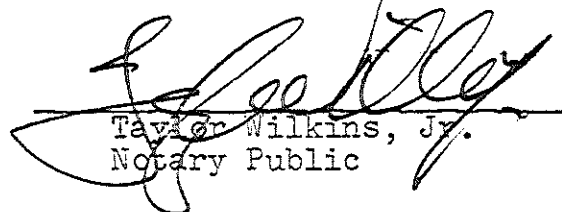

Eduardo Johnson
Defendant

STATE OF ALABAMA

BALDWIN COUNTY

I, Taylor Wilkins, Jr., a Notary Public in and for said County in said State, hereby certify that Eduardo Johnson whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the 25 day of April, 1970, that, being informed of the contents of said instrument, he voluntarily executed the same on the day the same bears date.

Given under my hand and seal on this the 25 day of April, 1970.


Taylor Wilkins, Jr.
Notary Public

FILED

MAY 4 - 1970

ALICE J. BERRY

CECIL G. CHASON

Attorney at Law

CHARLES H. SIMS III
ASSOCIATE

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

April 3, 1970

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

Re: Edward A. Johnson
vs. Edwardo Johnson
Case No. 8177

Dear Mrs. Duck:

I am enclosing Request For Discovery of Assets
and Discovery Notice For Assets of Judgment Debtor
in the case mentioned above.

Yours very truly,


C. G. Chason

CGC:jc

Encls.

EDWARD A. JOHNSON, X
Plaintiff, X IN THE CIRCUIT COURT OF
vs. X BALDWIN COUNTY, ALABAMA
EDUARDO JOHNSON, X AT LAW NO. 8177
Defendant. X

ANSWER:

Comes now the Defendant in the above styled cause, by and through his attorneys of record and for plea to the Complaint heretofore filed against him in said cause, says as follows:

1. The allegations of the Complaint are untrue.

CHASON, STONE & CHASON

By: John E. Chason
Attorneys for Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 22 day of July, 1968.

John E. Chason

FILED

JUL 22 1968

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA)
BALDWIN COUNTY) IN THE CIRCUIT COURT . . . LAW SIDE.
TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summon EDUARDO JOHNSON to appear within thirty (30) 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 EDWARD A. JOHNSON.

WITNESS my hand this 20 day of June, 1968.

Alice J. Duck
Clerk

COMPLAINT

EDWARD A. JOHNSON,)
Plaintiff,) IN THE CIRCUIT COURT OF
-vs-) BALDWIN COUNTY, ALABAMA
EDUARDO JOHNSON,) AT LAW
Defendant.) # 8177

COUNT I

Plaintiff claims of the defendant Five Thousand Dollars (\$5,000.00), due by Promissory Note, made by him on to-wit, September 24, 1967, and payable on to-wit, November 24, 1967, with interest thereon at the rate of 8% per annum, after maturity.

The Plaintiff further avers that in and by the terms of said note, the Defendant waives all right of exemption under the constitutional laws of Alabama, or any other state as to personal property, as to which waive the Plaintiff now claims the benefit.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay all cost of collection or securing or attempting to collect or secure said note, including a reasonable attorney's fee and the Plaintiff further claims of the Defendant the further and additional sum of Seven Hundred Fifty Dollars (\$750.00) as such reasonable attorney's fee.

Defendant's Address:

Spanish Fort, Alabama

[Signature]
Attorney for Plaintiff

FILED

JUN 20 1968

CLERK REGISTER
ALICE J. DUCK

c. g. c.

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6-22-68

Daphne 8177

SOMMONS AND COMPLAINT

EDWARD A. JOHNSON,

Plaintiff

-VS-

EDUARDO JOHNSON,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

FILED

JUN 20 1968

ALICE J. DUCK CLERK
REGISTER

ved 20 day of June 19 68
on 22 day of June 19 68
ved a copy of the within
Edwardo Johnson
Service on
Daphne
TAYLOR WILKINS, Sheriff
By Randall D. S.

Sheriff claims 54 miles at
Ten Cents per mile Total \$ 5.40
TAYLOR WILKINS, Sheriff
BY RR
DEPUTY SHERIFF

Delivery Date: 6-16-65

THIS CONTRACT, made this 16 day of June, 1965, by and between

WITNESSETH: That the Seller has this day agreed to sell and deliver, and the Buyer has this day agreed to buy and has accepted in good order, the following described goods and chattels (hereinafter referred to as "Chattels") for the consideration and upon the conditions hereinafter and on the reverse side stated:

DESCRIPTION OF CHATTELS (GIVE MAKE OR TRADE NAME)	NEW OR USED	MODEL	SERIAL NO.	CASH PRICE	
H.E. TV	N	TR803A	407382	159	95
Case + charger	N	71-4404-1A	-0-	10	00
Battery	N	71-4404-1B	-0-	19	95
Car Antenna	N	71-4404-6	-0-	14	95
Auto mounting Bracket	N	71-4404-5	-0-	14	95
	INSURANCE				
	TOTAL SALE BEFORE TAXES			219	80
DESCRIBE TRADE-IN	TAXES			8	80
The undersigned Buyer(s) agree(s) to pay to Seller on or before the Net Time	RECORDING FEE				

The undersigned Buyer(s) agree(s) to pay to Seller, or order, the Net Time Price in 24 monthly installments of \$ 11.82 each and a final installment of \$ _____; the first installment being due on the 15 day of July 1965 and a like installment being due on the same day of each successive month thereafter.

Buyer affirms he elected to take this purchase at the Total Time Price.
IN WITNESS WHEREOF, the parties have signed and sealed this contract
the day and year above shown.

WITNESS: Robert M. Reese

ACCEPTED *[Signature]* (SEAL)

By: Linda M. Moore, Esq. (SEAL)
(TITLE)

Undersigned Buyer acknowledges that he received, at the time of execution of the above contract, an exact copy thereof, completely filled in. The Buyer herein acknowledges present delivery and dominion of the chattels herein. THIS CONTRACT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND/OR THE SELLER'S ASSIGNEE.

TOTAL CASH PRICE _____ \$ 228.60

Down Payment:

Cash \$

Trade In \$ \$

Net Cash Price \$228.60

NET TIME PRICE _____ \$283.68

Add Down Payment as above _____ \$ _____

TOTAL TIME PRICE \$283.68

Walter Johnson (SEAL)
(BUYER)

***** (SEAL)

Walter Johnson (BUYER) (SEAL)

STATE OF _____ COUNTY OF _____ CITY OF _____

1. _____, a Notary Public of County/City of _____

State aforesaid, certify that _____ personally appeared before me this day and being

duly sworn and stated that in his (her) presence.....

signed the foregoing instrument.

WITNESS my hand and official seal, this _____ day of _____, 19_____

My Commission Expires.....

NOTARY PUBLIC

ORIGINAL

584-ALA.-N.C.-VA. (REV. 10-63)

Drawn By _____

CONDITIONS

Title and Ownership to all of the said chattels is and shall remain vested in the Seller or assigns until the entire Net Time Price has been fully paid and all covenants and agreements herein contained shall have been performed.

Time is of the essence of this contract. Any extension in the time of payment granted by the holder hereof shall not be a waiver of any right contained in this contract nor shall a waiver of any default hereunder operate as a waiver of any subsequent default. Seller shall have the right to assign this contract and the assignee shall have all of the rights of the seller. Buyer agrees to pay a lawful delinquent charge on any past due installment and in addition Buyer agrees to pay such collection expenses, including a reasonable attorney's fee, as may be allowed by law.

Buyer shall not remove the chattels purchased hereunder from the county in which said Buyer now resides and Buyer further agrees he will not sell, encumber, assign, secrete, pledge, mortgage, transfer or otherwise dispose of the said chattels or any interest therein. Buyer shall insure for the benefit of the Seller, the said chattels against loss by fire or theft for an amount equal to the net time price and shall obtain said insurance from carriers which are acceptable to Seller or its assigns. In the event Buyer defaults in the making of any installment due hereunder, the entire unpaid indebtedness shall at the option of the Seller or its assigns become forthwith due and payable. If Buyer defaults in the performance of any of the covenants or conditions of this contract, the Seller or its assigns shall thereupon have the right without notice or demand, to take immediate possession of the chattels free and clear of any claim the Buyer and the Seller or its assigns may retain as liquidated damages, any and all payments made by the Buyer. Upon repossession, Seller or its assigns may sell the chattels in conformity with the law applicable thereto and shall apply the proceeds of the sale thereof, first toward expenses of repossession, storage and resale, and next to the unpaid net time price, and if the proceeds of the sale are insufficient to pay the total thereof, Buyer agrees to, on demand, pay any deficiency.

Buyer hereby irrevocably grants to the Seller or his assigns, agents or employees, the right to enter, at any time, with or without notice and with or without force, any premises in which said chattels may be located to examine or take possession of said chattels, and the Buyer expressly waives any right of action which might accrue by reason of the entry or taking of possession of said chattels. The makers, co-makers, endorsers and guarantors hereby waive notice of non-payment, protest, presentment and demand.

All remedies of the Seller or his assigns, whether provided for in this contract or conferred by law, are cumulative rights and not alternative and may be enforced successively or concurrently. Such action shall not operate to estop or prevent the Seller or his assigns from pursuing any further remedy which he may have hereunder, repossession or retaking or sale of the chattels pursuant to the terms hereof shall not operate to release the Buyer until full payment has been made in cash.

All prior agreements and terms are merged into this contract. This agreement shall apply to and bind the heirs, executors, administrators and assigns of the Buyer, and shall inure to the benefit of the Seller, Seller's heirs, executors, administrators, successors and assigns.

No warranties, expressed or implied, and no representations, promises or statements oral or written have been made by the Seller unless endorsed hereon in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals to this Contract, the day and year first above written on the reverse side hereof.

ASSIGNMENT WITHOUT RECOURSE

For VALUE RECEIVED, this Contract, and all right, title and interest of the undersigned in and to the chattels therein described, together with all monies due or to become due and payable thereunder are hereby sold, assigned and transferred by the undersigned to the

its successors and assigns. This contract is made WITHOUT RECOURSE in consideration of the following warranties: (a) The undersigned warrants that the contract herein assigned was made in good faith and was actually signed by the person or persons named therein as the Buyer; (b) that the chattels are correctly described in said contract and have been actually delivered into the possession of the Buyer therein named in good faith; (c) that at the time of making said contract the undersigned had a good, sufficient and legal title to said chattels without encumbrance of any kind, and that no liens or claims against said chattels exist except the rights of the Buyer as stated in said Contract, and the undersigned is the sole and unconditional owner of said Contract; (d) that the Buyer is of legal age and fully capable of entering into a binding contract; or, if a corporation, said Contract was executed by a duly authorized officer of said corporation; (e) that the initial payment shown by the said Contract has actually been received by the undersigned in lawful money of the United States; or in the event used chattels have been accepted by the undersigned in part payment of the chattel described therein, the allowance to said Buyer is not in excess of the reasonable market value thereof; (f) that all legal requirements of Federal and State governments have been complied with; (g) that a legible copy of the contract fully completed in accordance with all applicable laws was delivered to Buyer by the undersigned at the time of sale; (h) that the contract contains the entire agreement of the parties with respect to the cost and terms of payment for the goods, including any Promissory Note or other evidence of indebtedness between the parties relating to the transaction; (i) that the undersigned has not, as an inducement to the Buyer to become a party to this contract, made any promise, written or oral, to compensate Buyer for referrals of any kind; and (j) that no part of the down payment and no part of the funds necessary to meet any installment payment under the contract will be advanced or furnished by the undersigned directly or indirectly, either before or after such payment or contract is due or made.

The undersigned agrees that in the event of the breach of any of the foregoing warranties the waiver of recourse against said undersigned shall be abrogated and the said undersigned unconditionally guarantees the full and faithful performance of all the terms and conditions of said Contract by the Buyer.

Date of Assignment: 6/28/65 Signed: [Signature] (DEALER)

By: [Signature] (TITLE)

ASSIGNMENT WITH RECOURSE

For VALUE RECEIVED, the within Contract, and all right and title of undersigned in the chattels therein described, are hereby sold and assigned to the undersigned and the undersigned guarantees prompt, full and faithful performance of all the undertakings and obligations of the Buyer thereunder, and the undersigned waives notice of default, notice of the extension of the time for payments, notice of non-payment, protest, presentment, and demand. In the states of North Carolina and Virginia only, the undersigned's guarantee, insofar as the principal balance only is concerned, shall be limited to the principal sum received by the undersigned at the time of this assignment plus interest thereon until paid, as obligated, at the maximum contract rate of interest permitted by state law. All other obligations of the undersigned in the states of North Carolina and Virginia shall be as hereinabove in this Assignment With Recourse set forth.

Date of Assignment: Signed: (DEALER)

By: (TITLE)