

*Law Offices of*  
**PERLOFF & REID**  
SUITE 205 - VAN ANTWERP BLDG.  
MOBILE, ALABAMA 36602

MAYER W. PERLOFF  
T. DWIGHT REID  
DONALD M. BRISKMAN

AREA CODE 205  
TELEPHONE 433-5412

June 19, 1968

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

Re: Seaboard Finance Co. vs. JOHNSON, Walter # 8178

Dear Mrs. Duck:

Please file the attached bill of complaint in your court and  
advise us when service is obtained.

Very truly yours,

PERLOFF & REID

  
Mayer W. Perloff

/rms

Enc/2  
Orig & copy, bill of complaint

SEABOARD FINANCE COMPANY, ( IN THE CIRCUIT COURT OF  
a corporation, ( BALDWIN COUNTY, ALABAMA,  
Plaintiff, ( AT LAW  
vs. (   
WALTER JOHNSON, (   
Defendant. ( CASE NO. 8128

COUNT ONE

Plaintiff claims of the defendant the sum of \$330.60, for that heretofore on to-wit: September 23, 1966, the defendant executed a written promissory note wherein he agreed to pay plaintiff the sum of \$422.08, in installments of \$17.42 per month, including interest, commencing on to-wit: November 8, 1966. Plaintiff avers that defendant defaulted in payment thereunder on to-wit: August 8, 1967, and pursuant to the terms of said promissory note the plaintiff herein has declared the entire balance due and owing.

Plaintiff avers that by the terms of said promissory note the defendant waived all right or claim of exemption under the Constitution and Laws of the State of Alabama. Plaintiff is a licensee under the Alabama Small Loan Act.

WHEREFORE, Plaintiff claims of defendant \$330.60, plus interest, as aforesaid.

COUNT TWO

Plaintiff claims of the defendant the sum of \$70.57, for that heretofore on to-wit: June 16, 1965, the defendant executed a written conditional sales contract, a copy of which is attached hereto and made a part hereof and marked "Exhibit A", wherein he agreed to pay Gordon's Inc. the sum of \$283.68, in installments of \$11.82, per month, commencing on to-wit: July 15, 1965, which said contract was transferred and assigned to the plaintiff herein before default in said contract. Plaintiff avers that defendant defaulted in payment thereunder on to-wit: August 8, 1967, and pursuant to the terms of said contract the plaintiff has declared the entire balance due and owing.

Plaintiff avers that by the terms of said contract the defendant waived all right or claim of exemption under the Constitution and Laws of the State of Alabama and agreed to pay a reasonable attorneys' fee in the event employment of an attorney was necessary for collection, which said fee plaintiff claims in the amount of \$17.64, which is one-third of \$52.93.

WHEREFORE, Plaintiff claims of defendant \$52.93, plus attorney's fee as aforesaid.

PERLOFF & REID

Attorneys for Plaintiff

Defendant may be served:

his employment: Grand Hotel, Point Clear, Alabama

FILED

JUN 20 1968

ALICE J. DUCK CLERK REGISTER

Delivery Date: 6-16-65

hereinafter called Buyer.

[illegible]

WITNESS: London M. Moore  
ACCEPTED: London M. Moore (SEAL)  
(CORPORATE, FIRM OR TRADE NAME)  
By: London M. Moore (pres.) (SEAL)  
(TITLE)

Walter Johnson (SEAL)  
(BUYER) (SEAL)

COUNTY \_\_\_\_\_  
CITY OF \_\_\_\_\_

My Commission Expires..... NOTARY PUBLIC

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 or part 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 place 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 delivery of the chattels free and clear of any claim the Buyer and the Seller or its assigns may retain as liquidated damages, 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 and not alternative and may be enforced successively or concurrently. Such action shall not operate to exhaust 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:

Signed

(DEALER)

By

(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 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)

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 8178

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Walter Johnson

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.....

Walter Johnson, Defendant.....

by Seaboard Finance Company, a corporation

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

Witness my hand this 20th day of June 1968

Alice J. [Signature]  
Clerk

526-B-

E46-25-68

No. 8178

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

SEABOARD FINANCE COMPANY, A Corp.,

Plaintiffs

vs.

WALTER JOHNSON,

Defendants

SUMMONS AND COMPLAINT

Filed June 20, 1968

Alice J. Duck Clerk

PERLOFF & REID

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

JUN 20 1968 19.....

Sheriff

I have executed this summons

this June 25 1968  
by leaving a copy with

Walter Johnson

Point Clear

Sheriff claims 8.00 miles

Ten Cents per mile Total \$ 8.00

TAYLOR WILKINS, Sheriff

BY Roy Randall  
DEPUTY SHERIFF

Taylor Wilkins, Sheriff

Roy Randall Deputy Sheriff

(9PM) Hitchens

AFFIDAVIT FOR GARNISHMENT  
ON JUDGMENT

LAW 12-2M-9 67

THE STATE OF ALABAMA }  
MOBILE COUNTY

CIRCUIT COURT

#8178 1/2

the undersigned authority

Personally appeared before me, ~~John F. Vandeville, Clerk of the Circuit Court in~~ and for Mobile County  
and State aforesaid Mayer W. Perloff

who being duly sworn, on oath says, that on the 30th day of July, 1968  
Baldwin

in the Circuit Court of ~~Mobile~~ County, in Case No. 8178 The Plaintiff

Seaboard Finance Company

recovered a judgment against Walter Johnson

the Defendant, whose address  
is General Delivery, Pt. Clear, Alabama

for the sum of \$400.00

Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;  
that Grand Hotel

whose address is Point Clear, Alabama

is supposed to be indebted to or have effects of the said Walter Johnson

in its possession or under its

control, and that he believes process of Garnishment against the said

Grand Hotel

is necessary to obtain satisfaction of said Judgment.

Sworn to and subscribed this 9th

day of September, A.D., 19 68

For [Signature]  
NOTARY PUBLIC Clerk

AFFIDAVIT FOR GARNISHMENT  
ON JUDGMENT

cc 1

LAW 12-2M-9 67

THE STATE OF ALABAMA }  
MOBILE COUNTY

CIRCUIT COURT

#8178 1/2

the undersigned authority

Personally appeared before me, ~~John F. Vandeville, Clerk of the County Court in~~ and for Mobile County  
and State aforesaid Mayer W. Perloff

who being duly sworn, on oath says, that on the 30th day of July, 1968  
Baldwin

in the Circuit Court of ~~Mobile~~ County, in Case No. 8178 The Plaintiff

Seaboard Finance Company

recovered a judgment against Walter Johnson

the Defendant, whose address  
is General Delivery, Pt. Clear, Alabama

for the sum of \$400.00

Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;  
that Grand Hotel

whose address is Point Clear, Alabama

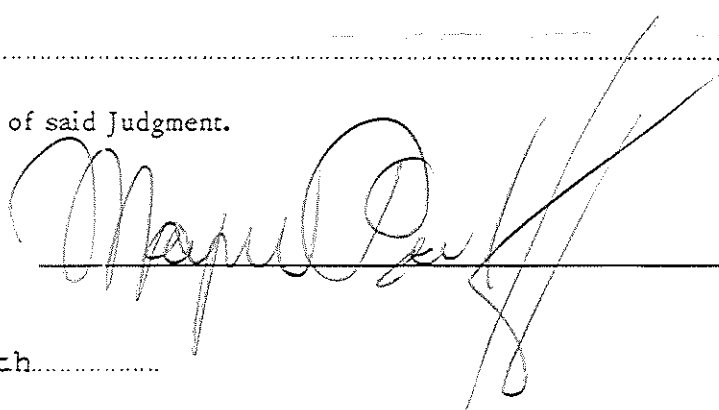
is supposed to be indebted to or have effects of the said Walter Johnson

in its possession or under its

control, and that he believes process of Garnishment against the said

Grand Hotel

is necessary to obtain satisfaction of said Judgment.



Sworn to and subscribed this 9th

day of September, A.D., 19 68

Len M. [Signature]  
NOTARY PUBLIC Clerk



STATE OF ALABAMA

Baldwin County

TO WALTER JOHNSON....., Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

SEABOARD FINANCE COMPANY....., Plaintiff.....,versus WALTER JOHNSON....., Defendant.....,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which .....

Grand Hotel, Point Clear, Ala......

has..... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the .....

19th day of Sept......, 1968....

Alice D. Lee  
Clerk of the Circuit Court.

Ex: 9-24-68

Received 19 day of Sept 1968  
and on 24 day of Sept 1968  
I served a copy of the within Notes  
on Walter Johnson

By service on above  
Point Clear

TAYLOR WILKINS, Sheriff  
By Randall D. S.

TAYLOR WILKINS, SHERIFF OF BALDWIN  
COUNTY, ALABAMA, CLAIM \$1.50 EACH  
FOR SERVING 2 PROCESS(ES) AND  
TRAVEL EXPENSE ON EACH OF \$ 8.00  
PROCESS(ES) OR A TOTAL OF \$ 19.00

CASE NO. 8178

NOTICE  
TO DEFENDANT OF GARNISHMENT  
BY  
CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

TO

.....WALTER JOHNSON, <sup>Defendant</sup> ~~XXXXXXXXXX~~.....

.....SEABOARD FINANCE COMPANY,.....

Plaintiff....

VS.

.....WALTER JOHNSON,.....

Defendant....

Mayer W. Perloff, Atty.