

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA, AT LAW

CASE NO. 25155 - GAILLARD

HERBERT P. FEIBELMAN, JR. KINGSTON SUPPLY CO., INC., a Corporation

N.J.

VS. Suit for \$2,550.00 damages for breach of an agreement.

WILSON HAYES  
108 Hayle Avenue,  
Bay Minette, Alabama

McCaw & CAMPBELL CONTRACTORS, INC., a Corporation

Jury

PLEADINGS, PROCESS, ETC, \* FILING DATE \*

1. Complaint and Summons 3-21-68

2. Plea in Abatement 4-22-68

C & S served on McCaw & Campbell Contractors, Inc., on March 29, 1968 by service on Mr. McCaw, Mgr.

April 25, 1968 -

Plea in Abatement confessed and sustained and case ordered transferred to Baldwin County, Alabama.

Will G. Caffey, Jr., Judge

I, JOHN E. MANDEVILLE, in my capacity as Clerk of the Circuit Court of Mobile County, Alabama, hereby certify that the above is a true and correct transcript of all the minutes, orders and other proceedings in the above styled case in this Court.  
In Witness whereof I have hereunto set my hand and attached my Official Seal as such Clerk of said Court at Mobile, Mobile County, Alabama, on this the 25th day of April 1968.

*John E. Mandeville, Clerk*

FILED

JUN 25 1968

ALICE J. DUCK  
CLERK  
REGISTER

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defendant.

although the job there referred to has been closed and the money paid to said HUNDRED AND NO/100 (\$600.00) DOLLARS referred to in said agreement visions thereof, viz: The defendant has not paid to the Plaintiff the sum of SIX visions on its part, the defendant has failed to comply with the following provisions herein in full. And Plaintiff says, that although it has complied with all its provisions being attached hereto as Exhibit B and made a part hereof the same as if set out into by it on, to-wit, the 10th day of November, 1967, a copy of said agreement NO/100 (\$600.00) DOLLARS, damages for the breach of an agreement entered Plaintiff claims of the defendant the sum of SIX HUNDRED AND

COUNT TWO

monies paid to defendant. not been paid to Plaintiff although the jobs involved have been closed and the THOUSAND FIVE HUNDRED FIFTY AND NO/100 (\$2,550.00) DOLLARS have with the following provisions thereof, viz: The assigned monies totaling TWO has complied with all its provisions on its part, the defendant has failed to comply hereof the same as if set out herein in full. And Plaintiff says that, although it a copy of which such agreement is attached hereto as Exhibit A and made a part of an agreement, entered into by it on, to-wit, the 13th day of November, 1967, HUNDRED FIFTY AND NO/100 (\$2,550.00) DOLLARS, damages, for the breach Plaintiff claims of the defendant the sum of TWO THOUSAND FIVE

COUNT ONE

KINGSTON SUPPLY CO., INC.,	:	Defendant
a corporation,	:	
Plaintiff,	:	
vs.	:	
McGAW & CAMPBELL CONTRACTORS,	:	
INC., a corporation,	:	
IN THE CIRCUIT COURT OF	:	CASE NO. 25/55
MOBILE COUNTY, ALABAMA,	:	AT LAW

COUNT THREE

Plaintiff claims of the defendant the sum of FIVE HUNDRED FIFTY AND NO/100 (\$550.00) DOLLARS, damages for the breach of an agreement entered into by it on, to-wit, the 10th day of Novemner, 1967, a copy of said agreement being attached hereto as Exhibit C and made a part hereof the same as if set out herein in full. And Plaintiff says, that although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, viz: The defendant has not paid to the Plaintiff the sum of FIVE HUNDRED FIFTY AND NO/100 (\$550.00) DOLLARS referred to in said agreement although the job there referred to has been closed and the money paid to said defendant.

COUNT FOUR

Plaintiff claims of the defendant the sum of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS, damages for the breach of an agreement entered into by it on, to-wit, the 10th day of November, 1967, a copy of said agreement being attached hereto as Exhibit D and made a part hereof the same as if set out herein in full. The Plaintiff says that, although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, viz: The defendant has not paid to the Plaintiff the sum of FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS referred to in said agreement although the job there referred to has been closed and the money paid to said defendant.

COUNT FIVE

Plaintiff claims of the defendant the sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS, damages for the breach of an agreement entered into by it on, to-wit, the 10th day of November, 1967, a copy of said agreement being attached hereto as Exhibit E and made a part hereof the same as if set out herein in full. And Plaintiff says that, although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, viz: The defendant has not paid to the Plaintiff the sum of ONE THOUSAND


AND NO/100 (\$1, 000. 00) DOLLARS referred to in said agreement although the job there referred to has been closed and the money paid to said defendant.

COUNT SIX

Plaintiff claims of the defendant the sum of TWO THOUSAND FIVE HUNDRED FIFTY AND NO/100 (\$2, 550. 00) DOLLARS, due from it by account on, to-wit, the 13th day of November, 1967, with the interest thereon, which is still unpaid.

COUNT SEVEN

Plaintiff claims of the defendant the sum of TWO THOUSAND FIVE HUNDRED FIFTY AND NO/100 (\$2, 550. 00) DOLLARS for money, on, to-wit, the 1st day of December, 1967, received by the defendant to the use of the Plaintiff, which sum of money, with the interest thereon, is still unpaid.

  
HERBERT P. FEIBELMAN, JR.  
Attorney for Plaintiff

Defendant may be served at:  
Bay Minette, Alabama.

STATE OF ALA. MOBILE CO.  
I CERTIFY THIS PLEADING  
WAS FILED ON

MAR 21 8 37 AM '68

  
CLERK  
VOL

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A

**KINGSTON**  
SUPPLY CO., INC.  
*Distributors*

P. O. BOX 7182 - MOBILE, ALABAMA 36607  
November 13, 1967

Mc Caw & Campbell Contractors, Inc.  
Bay Minette, Alabama

Dear Sirs;

Please be advised that the contracts between Joe Bishop Plumbing and Heating Company and yourselves on the following jobs have been assigned to us, Kingston Supply Company, Mobile, Alabama.

JOB	ADDRESS	AMOUNT ASSIGNED
George Cabaness	Bay Minette, Ala.	\$600.00
Robert Price	Bay Minette, Ala.	\$550.00
George Ezell	Bay Minette, Ala.	\$400.00
Adolph Cooper	Bay Minette, Ala.	\$1,000.00

We request that the amounts assigned be paid directly to us at Post Office Box 7182, Mobile, Alabama. Any outstanding balances then be paid directly to Joe Bishop Plumbing and Heating Company, Bay Minette, Alabama.

Please acknowledge your consent and agreement to the above by signing as shown below and returning to us.

I remain,

Sincerely,

KINGSTON SUPPLY COMPANY INC.

Henry D. Kingston, Jr.  
President

Accepted by:

Mc Caw & Campbell Contractors

Ray Vengue

Title Sec. Treas.

FURNACES

AIR CONDITIONING

SUPPLIES

EXHIBIT A

B  
(George Cabaniss Jr)

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, WE HEREBY SELL, ASSIGN AND TRANSFER TO KINGSTON SUPPLY COMPANY, INC., ITS SUCCESSORS AND ASSIGNS, THE AMOUNT OF

Six Hundred and 00/100's (\$ 600.00) OF THE CONTRACT (COPY OF WHICH IS ATTACHED HERETO AND MADE A PART OF THIS ASSIGNMENT) BETWEEN

Joe Bishop, Allyn & Htg. Co. AND McCraw and Campbell, Const. Inc.

DATED Oct. 25, 1967 IN THE AMOUNT OF Six Hundred and 00/100's (\$ 600.00) COVERING THE FOLLOWING EQUIPMENT:

1-20E42-1 furnace, duct work and labor

AND ALL RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY THEREIN DESCRIBED, AND ALL RIGHTS AND REMEDIES THEREUNDER, INCLUDING THE RIGHT TO COLLECT ALL INSTALLMENTS DUE THEREON AND THE RIGHT EITHER IN ASSIGNEE'S OWN BEHALF OR IN OUR NAME, TO TAKE ALL SUCH PROCEEDINGS, LEGAL OR OTHERWISE AS WE MIGHT HAVE TAKEN, SAVE FOR THIS ASSIGNMENT; AND WE WARRANT THAT THE CONTRACT IS GENUINE ENFORCABLE, AND THE ONLY CONTRACT EXECUTED FOR THE PROPERTY DESCRIBED THEREIN, THAT ALL STATEMENTS THEREIN CONTAINED ARE TRUE; THAT THE PROPERTY DESCRIBED THEREIN WAS DELIVERED AND ACCEPTED ON Oct. 25, 1967; AND GUARANTEE THE PAYMENT OF EACH SUM PAYABLE THEREUNDER AND THE PAYMENT ON DEMAND OF THE ENTIRE UNPAID BALANCE IN THE EVENT OF NON-PAYMENT BY THE CUSTOMER OF ANY SUM AT ITS DUE DATE OR ANY OTHER DEFAULT BY THE CUSTOMER, TOGETHER WITH INTEREST, ATTORNEY'S FEES, COURT COST, AND/OR OTHER EXPENSES INCURRED IN CONNECTION THEREWITH, AND ALL SUCH SIMILAR EXPENSES INCURRED IN ENFORCING THIS GUARANTEE WITHOUT FIRST REQUIRING ASSIGNEE TO PROCEED AGAINST SAID CUSTOMER. IF ASSIGNEE REPOSSESSES SAID PROPERTY IT MAY HOLD A PUBLIC OR PRIVATE SALE THEREOF, WITH OR WITHOUT NOTICE, AND MAY ITSELF BE THE PURCHASER AT SUCH SALE, WE AGREE TO PAY ANY DIFFERENCE BETWEEN THE BALANCE DUE ON SAID CONTRACT AND THE AMOUNT REALIZED BY ASSIGNEE AT SUCH SALE, WE AGREE THAT THE ASSIGNEE MAY AUDIT OUR BOOKS AND RECORDS RELATING TO PAPER SOLD TO IT, AND AGREE THAT, WITHOUT NOTICE TO US AND WITHOUT RELEASING OUR LIABILITY, ASSIGNEE MAY RELEASE ANY RIGHTS AGAINST AND GRANT EXTENSION OF TIME PAYMENT TO THE CUSTOMER, AND WE WAIVE PRESENTMENT AND DEMAND FOR PAYMENT, PROTEST OR NOTICE OF PROTEST. ANY HOLD BACK SHALL BE PAID US AND INSTALLMENTS OF OTHER PROCEEDS BEYOND ASSIGNEE'S ACCEPTABLE MATURITY LIMITS SHALL BE RETURNED WHEN ALL INSTALLMENTS DUE UPON THE CONTRACT HAVE BEEN PAID TO ASSIGNEE, PROVIDING NO OTHER PAPER ACQUIRED BY IT FROM US IS IN DEFAULT BUT IN THE EVENT OF ANY SUCH DEFAULT, ASSIGNEE MAY AT ITS ELECTION, BUT NEED NOT, CREDIT SUCH HOLD BACK UPON ITEMS SO IN DEFAULT. WE SHALL HAVE NO AUTHORITY, WITHOUT ASSIGNEE'S PRIOR WRITTEN CONSENT, TO ACCEPT MODIFICATIONS, AND/OR REPOSSESS AND/OR CONSENT TO THE RETURN OF THE PROPERTY AND/OR MODIFY THE TERMS OF THE CONTRACT. AUTHORITY AND PERMISSION ARE HEREBY GRANTED ASSIGNEE TO NOTIFY PURCHASER OF THIS ASSIGNMENT AND TO REQUEST DIRECT PAYMENT TO ASSIGNEE OF THE PROCEEDS OF THIS CONTRACT NOT TO EXCEED THE ASSIGNED AMOUNT SHOWN IN PARAGRAPH 1 ABOVE.

THE UNDER CERTIFIES THAT THIS CONTRACT HAS BEEN RECORDED/FILED ON \_\_\_\_\_

STATE OF ALABAMA IN THE OFFICE OF \_\_\_\_\_

COUNTY OF SALADIN COUNTY STATE OF \_\_\_\_\_

WITNESS I certify that this instrument was filed on DEALER Joe Bishop, Allyn & Htg. Co.

BY George B. Bishop Jr.

NOV 10 1967 mtg

and that no tax was collected. Recorded in mtg

Book 514

Page 649 Harry D. Oliver Judge of Probate

By \_\_\_\_\_

EXHIBIT B

(Robert Bruce Job)

C

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, WE HEREBY SELL, ASSIGN AND TRANSFER TO KINGSTON SUPPLY COMPANY, INC. ITS SUCCESSORS AND ASSIGNS, THE AMOUNT OF

Five Hundred Fifty & 00/100's (\$ 550.00) OF THE CONTRACT (COPY OF WHICH IS ATTACHED HERETO AND MADE A PART OF THIS ASSIGNMENT) BETWEEN

Joe Bishop Alth & Hly Co AND McGraw and Campbell Sales, Inc.  
DATED Oct 25, 1967 IN THE AMOUNT OF Five Hundred Fifty & 00/100's

(\$ 550.00) COVERING THE FOLLOWING EQUIPMENT:

1- 22E45-1 Electric furnace, Rust Work, etc.

ALL THE RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY THEREIN DESCRIBED, THE RIGHTS AND REMEDIES THEREUNDER, INCLUDING THE RIGHT TO COLLECT ALL INSTALLMENTS DUE THEREON AND THE RIGHT EITHER IN ASSIGNEE'S OWN BEHALF OR IN OUR NAME, TO TAKE ALL SUCH PROCEEDINGS, LEGAL OR OTHERWISE AS WE MIGHT HAVE TAKEN, SAVE FOR THIS ASSIGNMENT; AND WE WARRANT THAT THE CONTRACT IS GENUINE ENFORCEABLE, AND THE ONLY CONTRACT EXECUTED FOR THE PROPERTY DESCRIBED THEREIN, THAT ALL STATEMENTS THEREIN CONTAINED ARE TRUE; THAT THE PROPERTY DESCRIBED THEREIN WAS DELIVERED AND ACCEPTED ON Oct 25, 1967; AND GUARANTEE THE PAYMENT OF EACH SUM PAYABLE THEREUNDER AND THE PAYMENT ON DEMAND OF THE ENTIRE UNPAID BALANCE IN THE EVENT OF NON-PAYMENT BY THE CUSTOMER OF ANY SUM AT ITS DUE DATE OR ANY OTHER DEFAULT BY THE CUSTOMER, TOGETHER WITH INTEREST, ATTORNEY'S FEES, COURT COST, AND/OR OTHER EXPENSES INCURRED IN CONNECTION THEREWITH, AND ALL SUCH SIMILAR EXPENSES INCURRED IN ENFORCING THIS GUARANTEE WITHOUT FIRST REQUIRING ASSIGNEE TO PROCEED AGAINST SAID CUSTOMER. IF ASSIGNEE REPOSSESSES SAID PROPERTY IT MAY HOLD A PUBLIC OR PRIVATE SALE THEREOF, WITH OR WITHOUT NOTICE, AND MAY ITSELF BE THE PURCHASER AT SUCH SALE, WE AGREE TO PAY ANY DIFFERENCE BETWEEN THE BALANCE DUE ON SAID CONTRACT AND THE AMOUNT REALIZED BY ASSIGNEE AT SUCH SALE, WE AGREE THAT THE ASSIGNEE MAY AUDIT OUR BOOKS AND RECORDS RELATING TO PAPER SOLD TO IT, AND AGREE THAT, WITHOUT NOTICE TO US AND WITHOUT RELEASING OUR LIABILITY, ASSIGNEE MAY RELEASE ANY RIGHTS AGAINST AND GRANT EXTENSION OF TIME PAYMENT TO THE CUSTOMER, AND WE WAIVE PRESENTMENT AND DEMAND FOR PAYMENT, PROTEST OR NOTICE OF PROTEST. ANY HOLD BACK SHALL BE PAID US AND INSTALLMENTS OF OTHER PROCEEDS BEYOND ASSIGNEE'S ACCEPTABLE MATURITY LIMITS SHALL BE RETURNED WHEN ALL INSTALLMENTS DUE UPON THE CONTRACT HAVE BEEN PAID TO ASSIGNEE, PROVIDING NO OTHER PAPER ACQUIRED BY IT FROM US IS IN DEFAULT BUT IN THE EVENT OF ANY SUCH DEFAULT, ASSIGNEE MAY AT ITS ELECTION, BUT NEED NOT, CREDIT SUCH HOLD BACK UPON ITEMS SO IN DEFAULT. WE SHALL HAVE NO AUTHORITY, WITHOUT ASSIGNEE'S PRIOR WRITTEN CONSENT, TO ACCEPT MODIFICATIONS, AND/OR REPOSSESS AND/OR CONSENT TO THE RETURN OF THE PROPERTY AND/OR MODIFY THE TERMS OF THE CONTRACT. AUTHORITY AND PERMISSION ARE HEREBY GRANTED ASSIGNEE TO NOTIFY PURCHASER OF THIS ASSIGNMENT AND TO REQUEST DIRECT PAYMENT TO ASSIGNEE OF THE PROCEEDS OF THIS CONTRACT NOT TO EXCEED THE ASSIGNED AMOUNT SHOWN IN PARAGRAPH 1 ABOVE.

BOOK 514 PAGE 650

THE UNDER CERTIFIES THAT THIS CONTRACT HAS BEEN RECORDED/FILED ON

19 IN THE OFFICE OF

COUNTY STATE OF ALABAMA,

WITNESS SALTDWIN COUNTY

STATE OF

DEALER Joe Bishop Alth & Hly Co

BY Joseph Bishop

NOV 10 1967 10A M

and that no tax was collected. Recorded in mtg

Book 514 Harry D'olive

Page 650 Judge of Probate

By EC

EXHIBIT C

VOL 59 PAGE 888

(George Egell Job) D

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, WE HEREBY SELL, ASSIGN AND TRANSFER TO KINGSTON SUPPLY COMPANY, INC. ITS SUCCESSORS AND ASSIGNS, THE AMOUNT OF

Four Hundred and 99/100's — (\$ 400.00 ) OF THE CONTRACT (COPY OF WHICH IS ATTACHED HERETO AND MADE A PART OF THIS ASSIGNMENT) BETWEEN

Joe Bishop, Alton & Hays Co. AND McCauley & Campbell, Inc.  
DATED Oct. 25, 1967 IN THE AMOUNT OF Four Hundred Seventy-one & 00/100's  
(\$ 471.00 ) COVERING THE FOLLOWING EQUIPMENT:

1-15F24-1 furnace, Mud work and Subar

AND ALL RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY THEREIN DESCRIBED, AND ALL RIGHTS AND REMEDIES THEREUNDER, INCLUDING THE RIGHT TO COLLECT ALL INSTALLMENTS DUE THEREON AND THE RIGHT EITHER IN ASSIGNEE'S OWN BEHALF OR IN OUR NAME, TO TAKE ALL SUCH PROCEEDINGS, LEGAL OR OTHERWISE AS WE MIGHT HAVE TAKEN, SAVE FOR THIS ASSIGNMENT; AND WE WARRANT THAT THE CONTRACT IS GENUINE ENFORCEABLE, AND THE ONLY CONTRACT EXECUTED FOR THE PROPERTY DESCRIBED THEREIN, THAT ALL STATEMENTS THEREIN CONTAINED ARE TRUE; THAT THE PROPERTY DESCRIBED THEREIN WAS DELIVERED AND ACCEPTED ON Oct 25, 1967; AND GUARANTEE THE PAYMENT OF EACH SUM PAYABLE THEREUNDER AND THE PAYMENT ON DEMAND OF THE ENTIRE UNPAID BALANCE IN THE EVENT OF NON-PAYMENT BY THE CUSTOMER OF ANY SUM AT ITS DUE DATE OR ANY OTHER DEFAULT BY THE CUSTOMER, TOGETHER WITH INTEREST, ATTORNEY'S FEES, COURT COST, AND/OR OTHER EXPENSES INCURRED IN CONNECTION THEREWITH, AND ALL SUCH SIMILAR EXPENSES INCURRED IN ENFORCING THIS GUARANTEE WITHOUT FIRST REQUIRING ASSIGNEE TO PROCEED AGAINST SAID CUSTOMER. IF ASSIGNEE REPOSSESSES SAID PROPERTY IT MAY HOLD A PUBLIC OR PRIVATE SALE THEREOF, WITH OR WITHOUT NOTICE, AND MAY ITSELF BE THE PURCHASER AT SUCH SALE, WE AGREE TO PAY ANY DIFFERENCE BETWEEN THE BALANCE DUE ON SAID CONTRACT AND THE AMOUNT REALIZED BY ASSIGNEE AT SUCH SALE, WE AGREE THAT THE ASSIGNEE MAY AUDIT OUR BOOKS AND RECORDS RELATING TO PAPER SOLD TO IT, AND AGREE THAT, WITHOUT NOTICE TO US AND WITHOUT RELEASING OUR LIABILITY, ASSIGNEE MAY RELEASE ANY RIGHTS AGAINST AND GRANT EXTENSION OF TIME PAYMENT TO THE CUSTOMER, AND WE WAIVE PRESENTMENT AND DEMAND FOR PAYMENT, PROTEST OR NOTICE OF PROTEST. ANY HOLD BACK SHALL BE PAID US AND INSTALLMENTS OF OTHER PROCEEDS BEYOND ASSIGNEE'S ACCEPTABLE MATURITY LIMITS SHALL BE RETURNED WHEN ALL INSTALLMENTS DUE UPON THE CONTRACT HAVE BEEN PAID TO ASSIGNEE, PROVIDING NO OTHER PAPER ACQUIRED BY IT FROM US IS IN DEFAULT BUT IN THE EVENT OF ANY SUCH DEFAULT, ASSIGNEE MAY AT ITS ELECTION, BUT NEED NOT, CREDIT SUCH HOLD BACK UPON ITEMS SO IN DEFAULT. WE SHALL HAVE NO AUTHORITY, WITHOUT ASSIGNEE'S PRIOR WRITTEN CONSENT, TO ACCEPT MODIFICATIONS, AND/OR REPOSSESS AND/OR CONSENT TO THE RETURN OF THE PROPERTY AND/OR MODIFY THE TERMS OF THE CONTRACT. AUTHORITY AND PERMISSION ARE HEREBY GRANTED ASSIGNEE TO NOTIFY PURCHASER OF THIS ASSIGNMENT AND TO REQUEST DIRECT PAYMENT TO ASSIGNEE OF THE PROCEEDS OF THIS CONTRACT NOT TO EXCEED THE ASSIGNED AMOUNT SHOWN IN PARAGRAPH 1 ABOVE.

THE UNDER CERTIFIES THAT THIS CONTRACT HAS BEEN RECORDED/FILED ON \_\_\_\_\_  
STATE OF ARIZONA IN THE OFFICE OF \_\_\_\_\_

COUNTY OF ALBUQUERQUE STATE OF \_\_\_\_\_  
WITNESS I certify that this instrument was filed on DEALER Joe Bishop, Alton & Hays Co.  
BY Joseph Bishop

NOV 10 1967 10:17 AM

and that no tax was collected. Recorded in mtg  
Book 514 Harry D. Line  
Page 657 Judge of Probate  
By \_\_\_\_\_

EXHIBIT D



(Adolph Cooper Job) E

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, WE HEREBY SELL, ASSIGN AND TRANSFER TO KINGSTON SUPPLY COMPANY, INC., ITS SUCCESSORS AND ASSIGNS, THE AMOUNT OF

One Thousand & 00/100's (\$ 1000.00) OF THE CONTRACT (COPY OF WHICH IS ATTACHED HERETO AND MADE A PART OF THIS ASSIGNMENT) BETWEEN

Joe Bishop, Attorney at Law, Co.

AND McCune and Campbell Co., Inc.

DATED Oct 25, 1967

IN THE AMOUNT OF Thirteen Hundred & 00/100's -

(\$ 1350.00) COVERING THE FOLLOWING EQUIPMENT:

1-20F42-1 Sumner 42VT Car, 42DPR Endman, Hunt work and labor

AND ALL RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY THEREIN DESCRIBED, AND ALL RIGHTS AND REMEDIES THEREUNDER, INCLUDING THE RIGHT TO COLLECT ALL INSTALLMENTS DUE THEREON AND THE RIGHT EITHER IN ASSIGNEE'S OWN BEHALF OR IN OUR NAME, TO TAKE ALL SUCH PROCEEDINGS, LEGAL OR OTHERWISE AS WE MIGHT HAVE TAKEN, SAVE FOR THIS ASSIGNMENT; AND WE WARRANT THAT THE CONTRACT IS GENUINE ENFORCEABLE, AND THE ONLY CONTRACT EXECUTED FOR THE PROPERTY DESCRIBED THEREIN, THAT ALL STATEMENTS THEREIN CONTAINED ARE TRUE; THAT THE PROPERTY DESCRIBED THEREIN WAS DELIVERED AND ACCEPTED ON Oct 25, 1967; AND GUARANTEE THE PAYMENT OF EACH SUM PAYABLE THEREUNDER AND THE PAYMENT ON DEMAND OF THE ENTIRE UNPAID BALANCE IN THE EVENT OF NON-PAYMENT BY THE CUSTOMER OF ANY SUM AT ITS DUE DATE OR ANY OTHER DEFAULT BY THE CUSTOMER, TOGETHER WITH INTEREST, ATTORNEY'S FEES, COURT COST, AND/OR OTHER EXPENSES INCURRED IN CONNECTION THEREWITH, AND ALL SUCH SIMILAR EXPENSES INCURRED IN ENFORCING THIS GUARANTEE WITHOUT FIRST REQUIRING ASSIGNEE TO PROCEED AGAINST SAID CUSTOMER. IF ASSIGNEE REPOSSESSES SAID PROPERTY IT MAY HOLD A PUBLIC OR PRIVATE SALE THEREOF, WITH OR WITHOUT NOTICE, AND MAY ITSELF BE THE PURCHASER AT SUCH SALE, WE AGREE TO PAY ANY DIFFERENCE BETWEEN THE BALANCE DUE ON SAID CONTRACT AND THE AMOUNT REALIZED BY ASSIGNEE AT SUCH SALE, WE AGREE THAT THE ASSIGNEE MAY AUDIT OUR BOOKS AND RECORDS RELATING TO PAPER SOLD TO IT, AND AGREE THAT, WITHOUT NOTICE TO US AND WITHOUT RELEASING OUR LIABILITY, ASSIGNEE MAY RELEASE ANY RIGHTS AGAINST AND GRANT EXTENSION OF TIME PAYMENT TO THE CUSTOMER, AND WE WAIVE PRESENTMENT AND DEMAND FOR PAYMENT, PROTEST OR NOTICE OF PROTEST. ANY HOLD BACK SHALL BE PAID US AND INSTALLMENTS OF OTHER PROCEEDS BEYOND ASSIGNEE'S ACCEPTABLE MATURITY LIMITS SHALL BE RETURNED WHEN ALL INSTALLMENTS DUE UPON THE CONTRACT HAVE BEEN PAID TO ASSIGNEE, PROVIDING NO OTHER PAPER ACQUIRED BY IT FROM US IS IN DEFAULT BUT IN THE EVENT OF ANY SUCH DEFAULT, ASSIGNEE MAY AT ITS ELECTION, BUT NEED NOT, CREDIT SUCH HOLD BACK UPON ITEMS SO IN DEFAULT. WE SHALL HAVE NO AUTHORITY, WITHOUT ASSIGNEE'S PRIOR WRITTEN CONSENT, TO ACCEPT MODIFICATIONS, AND/OR REPOSSESS AND/OR CONSENT TO THE RETURN OF THE PROPERTY AND/OR MODIFY THE TERMS OF THE CONTRACT. AUTHORITY AND PERMISSION ARE HEREBY GRANTED ASSIGNEE TO NOTIFY PURCHASER OF THIS ASSIGNMENT AND TO REQUEST DIRECT PAYMENT TO ASSIGNEE OF THE PROCEEDS OF THIS CONTRACT NOT TO EXCEED THE ASSIGNED AMOUNT SHOWN IN PARAGRAPH 1 ABOVE.

THE UNDER CERTIFIES THAT THIS CONTRACT HAS BEEN RECORDED/FILED ON

19 IN THE OFFICE OF

COUNTY OF STATE OF ALABAMA,

WITNESS SALWAIN COUNTY

STATE OF

DEALER

BY

Joe Bishop, Attorney at Law, Co.  
Joseph Bishop, Jr.

NOV 10 1967 10:4 AM

and that no tax was collected. Recorded in mtg  
Book 514  
Page 652 Harry Deline  
Judge of Probate  
By [Signature]

EXHIBIT E

**THE STATE OF ALABAMA**  
MOBILE COUNTY

**CIRCUIT COURT**

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon

McCAW & CAMPBELL CONTRACTORS, INC., a corporation

to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama,  
at the place of holding the same, then and there to answer the complaint of

KINGSTON SUPPLY CO., INC., a corporation

WITNESS: John E. Mandeville, Clerk of said Court, this 21st day of March, 19 68

Attest: John E. Mandeville  
Clerk

**SHERIFF'S RETURN**

Received \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ and on \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, I served a copy of  
the within \_\_\_\_\_ on \_\_\_\_\_

by service on \_\_\_\_\_

RAY D. BRIDGES, SHERIFF

VOL

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D.S.

Ex: 2-29-68

REC'D SHERIFF DEPT.  
MOBILE COUNTY, ALA.

MAR 21 4 42 PM '68

BY \_\_\_\_\_

RECEIVED

MAR 26 1968

TAYLOR WILKINS  
SHERIFF

TAYLOR WILKINS, SHERIFF OF BALDWIN  
COUNTY, ALABAMA, CHARGE \$1.50 EACH  
FOR SERVING \_\_\_\_\_ (FLOCC. FEE) AND  
TRAVEL EXPENSE ON EACH OF \$ \_\_\_\_\_  
PROCESS(ES) OR A TOTAL OF \$ 1.50

and on 29 day of March 1968  
I served a copy of the within \_\_\_\_\_  
on McCaw & Campbell  
Contractors Inc  
By service on Mr McCaw, mgr.

TAYLOR WILKINS, SHERIFF  
By W. A. G. G. G. D. S.

No. 25155 - 6

JUDGE \_\_\_\_\_

DOCKET

CIVIL DIVISION

**CIRCUIT COURT**  
MOBILE COUNTY

KINGSTON SUPPLY CO., INC., a  
Corporation

VS. }

Complaint and Summons

McCAW & CAMPBELL CONTRACTORS,  
INC., a corporation

Issued 21st day of March, 1968

Defendant's Address

Bay Minette, Alabama

HERBERT P. FEIBELMAN, JR.

Plaintiff's Attorney