

MO. 8224

LYONS, PIPES & COOK
ATTORNEYS AT LAW
2510 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA

JOSEPH H. LYONS (1900-1957)
SAM W. PIPES
WALTER M. COOK
GORDON B. KAHN
IRWIN W. COLEMAN, JR.
G. SAGE LYONS
AUGUSTINE MEAHER, III
JAMES B. KIERCE, JR.
WESLEY PIPES

36601

AREA CODE 205
TEL. 432-4483
P.O. DRAWER 2525

July 19, 1968

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

Re: Commercial Credit Equipment Corporation
v. Walter W. Hammond, Jr.

Dear Mrs. Duck:

I enclose herewith the original and one copy of the
Complaint styled as above for filing with the Court.
Please issue summons for service of process on the
defendant, Walter W. Hammond, Jr.

With kindest regards,

Sincerely,

LYONS, PIPES AND COOK


G. Sage Lyons

GSL/lak

Date _____

SELLER

Dealer

10-61632

Dealer Town, State, and Zip Code

Walter W. Hammond, Jr

BUYER(S)

Print Name of Buyer or Buyers

Robertsdale, Alabama

Address, Town, State, and Zip Code of Buyer or Buyer's

Above Seller hereby sells, and undersigned Buyer hereby purchases on the terms and conditions set forth below **AND ON THE REVERSE** **HEREOF**, the following personal property in its present condition, delivery and acceptance of which Buyer hereby acknowledges:

| YEAR FIRST PUT INTO USE, IF USED | N or U | MAKE AND TYPE ◀ [Indicate new (N) or used (U)] | MODEL | SERIAL NO. | CASH SALES PRICE | |
|--|--------|---|---|--------------------------|------------------|-------------|
| | u | 730 Dsl Reconditioned | 730 | 7304925 | 4000 | 00 |
| | | 4 Row Cultivator | | | 400 | 00 |
| | | 4 Row Planter | | | 400 | 00 |
| | | | | | | |
| | | | | | | |
| | | | | Sales Tax | | |
| SCHEDULE OF SEASONAL PAYMENTS* | | | TOTAL CASH SELLING PRICE (Including Tax) | | 4800 | 00 |
| \$ 1274.45 | ON | Nov 15 | 19 66 | Documentary Charge | | |
| \$ 1274.45 | ON | Nov 15 | 19 67 | Investigation Fee | | |
| \$ 1274.45 | ON | Nov 15 | 19 68 | TOTAL | | |
| \$ | ON | | 19 | Cash Down Payment | \$ 1550.00 | |
| \$ | ON | | 19 | Trade-in Allowance | \$ | |
| \$ | ON | | 19 | DESCRIBE TRADE-IN | | |
| \$ | ON | | 19 | Year | Make | Model |
| \$ | ON | | 19 | TOTAL DOWN PAYMENT | | 1550 00 |
| *Use Spaces A, B, and C below for EQUAL MONTHLY PAYMENT Schedule | | | | UNPAID CASH BALANCE | | 3250 00 |
| Buyer promises to pay to the order of Seller the | | | | DEFERRED TIME BALANCE of | | \$ 3823. 35 |

▲ I MUST AGREE WITH TOTAL PAYMENTS

as shown in the above schedule of payments, or in _____ equal monthly instalments of \$ _____ each, except the final instalment which is to be the amount then due, beginning _____, 19_____, and on the same day of each succeeding month until paid. After maturity, all instalments draw interest at the highest legal contract rate.

Buyer acknowledges receipt of an executed copy of this agreement. Executed in quadruplicate the day and year first above written.

DATE PROPERTY DELIVERED > July 15, 1966

Accepted by:

—SIGN IN INK

Dealer Owner, Partner, or Officer

Buyer's Signature

Witness

Witness

DEALER: COMPLETE ASSIGNMENT ON REVERSE SIDE

CGEE R-1 (REV. 5-65)

ORIGINAL

This Copy to be Sent to CCEC

It is understood and agreed that this contract and Seller's interest herein will be offered to Commercial Credit Equipment Corp. for discount. All payments by the Buyer are to be made to the office of Commercial Credit Equipment Corp.

Buyer agrees and represents that Buyer will not assert any claim or defense which Buyer might have against Seller in any action by or against Commercial Credit Equipment Corp. to obtain or retain possession of the property or for any unpaid balance hereunder, or otherwise.

Buyer agrees: That title to said property shall not pass to Buyer until all sums due under this contract are fully paid in cash; that no transfer, renewal, extension, or assignment of this contract or any interest thereunder, or loss, damage, injury or destruction of said property shall release Buyer from his obligation hereunder; to keep said property free of all taxes, liens and encumbrances; not to conceal the property or remove it from the state or transfer any interest therein without written consent of the holder hereof; to pay all exchange charges on payments and all recording, filing and satisfaction fees in connection herewith; in the event of delinquency to pay a reasonable collection or delinquency fee to reimburse the holder hereof for expense caused thereby; that Seller is authorized to correct patent errors in this contract; that Seller's assignee shall be entitled to all rights of Seller; that said property will be used for a commercial, industrial, or income-producing purpose.

Time is of the essence of this contract. If Buyer defaults in complying with any of the terms or conditions hereof, or Seller deems himself insecure or the property in danger of misuse or confiscation (of which the Seller shall be the sole judge), or if a proceeding in bankruptcy, receivership or insolvency or for composition or extension of debts or other obligations be instituted by or against Buyer or the said property, the full amount then unpaid hereunder shall become immediately due and payable without notice, and Seller or his assignee or its agent or any sheriff or other officer of the law may either: 1. Collect the same by suit or otherwise or 2. Retake possession of said property, with or without process of law, and for this purpose may enter any premises where said property may be found and remove same, and sell said property either at public or private sale, without notice to Buyer with or without having said property at the place of sale, at which sale Seller may bid, and apply the proceeds of said sale, after first deducting all reasonable expenses and charges of obtaining possession of said property and of said sale, including reasonable attorney's fees, to the amount unpaid hereunder, and any surplus shall be paid to, and any deficiency shall be paid by the Buyer, including any reasonable attorney's fees and court costs incurred in the recovery of such deficiency.

Upon repossession all payments shall be retained by the Seller as compensation for use, damage and depreciation of said property and not as a penalty. Acceptance of any payments after maturity, or acceptance of a partial payment, or waiver or condonation of any other breach or default, shall not constitute a waiver of any other or subsequent breach or default or prevent Seller or its assigns from immediately pursuing any or all of its remedies. Seller shall have the right to enforce one or more remedies hereunder successively or concurrently, and such action shall not estop or prevent Seller from pursuing any further remedy which he may have hereunder. All notices required to be given Buyer shall be properly given if mailed to Buyer's address shown on the face hereof.

This agreement constitutes the entire contract between the parties, and shall be binding upon and inure to the benefit of the parties and their respective Heirs, Executors, Administrators, Successors and Assigns. No warranties, express or implied, and no representations, promises or statements have been made by Seller unless endorsed hereon in writing. Any provision of this contract prohibited by law of any state shall, as to said state, be ineffective to the extent of such prohibition, without invalidating the remaining provisions of the contract.

SPECIAL ASSIGNMENT "NON-RECOURSE"

For value received, we hereby sell, assign and transfer to Commercial Credit Equipment Corp., herein called "CCEC", its successors and assigns, the within contract, and all of our right, title and interest therein and to the property therein described, and all rights and remedies thereto, including the right to collect all instalments due thereon, and the right to either in our or CCEC's name to take all such proceedings, legal or otherwise as we might have taken, save for this assignment. This assignment is made pursuant to the terms of agreements between CCEC and us and is subject to our undertakings to CCEC contained therein.

DATED: July 8, 1969 Layley Jan Egt G.
(DEALER'S CORPORATE, FIRM OR TRADE NAME)
BY Mysa L. Rutter
(OFFICIAL TITLE)

REGULAR ASSIGNMENT

For value received, we hereby sell, assign and transfer to Commercial Credit Equipment Corp., herein called "CCEC", its successors and assigns, the within contract, and all of our right, title and interest in and to the property therein described, and all rights and remedies thereto, including the right to collect all instalments due thereon and the right either in our or CCEC's name, to take all such proceedings, legal or otherwise, as we might have taken, save for this assignment. 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, and that the property was delivered to and accepted by Buyer. In event of breach of any of these warranties, we will purchase said contract from CCEC immediately upon demand, and will pay CCEC therefor an amount equal to the unpaid balance owing thereon, plus any costs or expenses incurred by CCEC in connection therewith.

If CCEC should repossess or come into the possession of any property described in said contract, we will purchase such property immediately upon demand in its then condition and location, and will pay CCEC therefor the unpaid balance owing on said contract, or that portion of the unpaid balance owing on said contract applicable to such property, plus any costs or expenses, including attorney's fees, incurred by CCEC in connection therewith. If we fail or refuse to purchase said property, then CCEC may sell the same at public or private sale, with or without notice to us, and we will pay CCEC the difference between the net amount realized from such sale and the purchase price provided for above. We agree that CCEC may audit our books and records relating to contracts sold to CCEC and that CCEC may, without notice to us and without releasing our liability hereunder, grant extensions of time of payment of said contract and release any rights thereunder, and we waive presentment and demand for payment, protest or notice of protest. We shall have no authority without CCEC's prior written consent to accept collections, repossess or consent to the return of said property, or modify the terms of said contract.

DATED: July 10, 1969 Jan Egt G.
(DEALER'S CORPORATE, FIRM OR TRADE NAME)
BY Mysa L. Rutter
(OFFICIAL TITLE)

COMMERCIAL CREDIT EQUIPMENT
CORPORATION, A Corporation,

Plaintiff,

vs.

WALTER W. HAMMOND, JR.

Defendant.

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

)

) CASE NO: 8224

COUNT ONE

Plaintiff claims of the defendant the sum of, to-wit,
ONE THOUSAND FORTY-ONE AND 90/100 (\$1,041.90) DOLLARS together with
interest thereon and a reasonable attorney's fee, due on a written
instrument, a copy of said written instrument being attached hereto,
marked Exhibit "A" and made a part hereof as if herein set forth
in full; the plaintiff avers that it purchased said written instru-
ment before default in any payments therein and the plaintiff was a
bona fide purchaser for value; the plaintiff avers that the defendant
did make default in complying with the terms of said instrument
in that the defendant failed to pay installments or some of the
installments when the same fell due; that after default, the plaintiff
took possession of the equipment described in said instrument, and
sold the same as provided in said instrument and that as a result
of said transaction the balance due to the plaintiff under said
instrument is the sum of, to-wit, ONE THOUSAND FORTY-ONE AND 90/100
(\$1,041.90) DOLLARS; the plaintiff further avers that in and by
the terms of said written instrument the defendant did agree to pay
a reasonable attorney's fee in the event said instrument was placed
in the hands of an attorney for collection; WHEREFORE, the plaintiff
claims of the defendant the sum of, to-wit, ONE THOUSAND TWO HUNDRED
FORTY-ONE AND 90/100 (\$1,241.90) DOLLARS, together with interest
thereon, hence this suit.

Defendant's address:
Walter W. Hammond, Jr.
Robertsdale, Alabama

577

LYONS, PIPES AND COOK
Attorneys for the Plaintiff

By: 
G. SAGE LYONS

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No....8224.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonWalter W. Hammond, Jr.....

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 W. Hammond, Jr....., Defendant.....

byCommercial Credit Equipment Corporation, A Corp.....

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

Witness my hand this.....23.....day of.....July.....19...68.

.....*Beice French*..... Clerk

No.....8224.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

COMMERCIAL CREDIT EQUIPMENT

CORPORATION, A Corporation

Plaintiffs

vs.

WALTER W. HAMMOND, JR.

Robertson, Ala. Defendants

SUMMONS AND COMPLAINT

Filed7/23/68..... 19.....

Alice J. Duck

Clerk

Lyons, Pipes, & Cook

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

7/23

1968

Taylor Wilkins Sheriff

I have executed this summons

this 24 July 1968

by leaving a copy with

Walter Hammond

TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVING 1 PROCESS(ES) AND

TRAVEL EXPENSE ON EACH OF \$5.00

PROCESS(ES) OR A TOTAL OF \$6.50

Taylor Wilkins Sheriff

Deputy Sheriff