

COMMERCIAL CREDIT EQUIPMENT
CORPORATION, A Corporation,

Plaintiff,

vs.,

ENNIS KENDRICK,

Defendant.

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA
) AT LAW
)

) CASE NO: 87-25

COUNT ONE

The plaintiff claims of the defendant the sum of, to-wit,
TWO THOUSAND SIX HUNDRED NINETY-ONE AND 90/100 (\$2,691.90) DOLLARS,
together with interest thereon and a reasonable attorney's fee, due
on a written instrument, a copy of which is attached hereto, marked
Exhibit "A" and made a part hereof as if set forth herein in full;
the plaintiff avers that it purchased the said written instrument
before default in any payments therein and the plaintiff was a bona
fide purchaser for value; the plaintiff further 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 and that under the terms thereof, the plaintiff
declared the full amount then unpaid immediately due and payable and
that as a result of said transaction, the balance due to the plaintiff
under said instrument is in the sum of, to-wit, TWO THOUSAND SIX HUNDRED
NINETY-ONE AND 90/100 (\$2,691.90) 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 and the plaintiff
avers that a reasonable attorney's fee is in the sum of FIVE HUNDRED
FORTY AND NO/100 (\$540.00) DOLLARS; WHEREFORE, the plaintiff claims of
the defendant the sum of, to-wit, THREE THOUSAND TWO HUNDRED THIRTY-ONE
AND 90/100 (\$3,231.90) DOLLARS together with interest thereon, hence
this suit.

Defendant's address:
Ennis Kendrick
Loxley, Alabama

FILED

JUL 23 1968

ALICE J. DUCK

CLERK
REGISTER

LYONS, PIPES AND COOK
Attorneys for the Plaintiff

By: 
G. SAGE LYONS

Purchase Agreement

12/18/65

Loxley Farm Equipment Company

DATE

SELLER

Loxley, Alabama

DEALER

DEALER TOWN AND STATE

Ennis Kendrick

PRINT BUYER'S NAME

BUYER

Loxley, Alabama

BUYER'S ADDRESS, TOWN AND STATE

HEREBY 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:

MAKE AND TYPE ←[INDICATE NEW (N) OR USED (U)]	MODEL	SERIAL NO.	CASH SALES PRICE
58 u Combino Record, W/conn Attachment	55	5516799	4200 00
			SALES TAX 63 00
SCHEDULE OF PERIODICAL PAYMENTS*			TOTAL CASH SELLING PRICE (INCLUDING TAX) 4263 00
\$ 1008.80 ON Nov 1 1966			DOCUMENTARY CHARGE
\$ 1131.20 ON Nov 1 1967			INVESTIGATION FEE
\$ 1398.70 ON Nov 1 1968			TOTAL 4263 00
\$ _____ ON _____ 19____			CASH DOWN PAYMENT \$ 1463 00
\$ _____ ON _____ 19____			TRADE-IN ALLOWANCE \$ _____
\$ _____ ON _____ 19____			DESCRIBE TRADE-IN _____
\$ _____ ON _____ 19____			TOTAL DOWN PAYMENT 1463 00
\$ _____ ON _____ 19____			UNPAID CASH BALANCE 2800 00
BUYER PROMISES TO PAY TO THE ORDER OF SELLER THE DEFERRED TIME BALANCE OF \$ 3538 70			

AS SHOWN IN THE ABOVE SCHEDULE OF PAYMENTS, OR IN _____ (A) _____ (B) _____ (C) _____, EXCEPT THE FIRST INSTALLMENT WHICH IS TO BE THE AMOUNT THEN DUE, BEGINNING _____, 19____, AND ON THE SAME DAY OF EACH _____

SUCCESSING MONTH UNTIL PAID. AFTER MATURITY, ALL INSTALLMENTS DRAW INTEREST AT THE HIGHEST LEGAL CONTRACT RATE. BUYER ACKNOWLEDGES RECEIPT OF AN EXECUTED COPY OF THIS AGREEMENT. EXECUTED IN QUADRUPPLICATE THE DAY AND YEAR FIRST ABOVE WRITTEN.

DATE PROPERTY DELIVERED: 12/17/65

ACCEPTED BY: _____ SIGN IN INK _____
DEALER OWNER, PARTNER, OR OFFICER BUYER'S SIGNATURE

WITNESSED BY: _____ WITNESS _____
WITNESS

DEALER: COMPLETE ASSIGNMENT ON REVERSE SIDE ORIGINAL THIS COPY TO BE SENT TO CCEC

EXHIBIT "A"

PURCHASE AGREEMENT (Continued)

IT IS UNDERSTOOD AND AGREED THAT THIS CONTRACT AND SELLER'S INTEREST HEREIN WILL BE OFFERED TO COMMERCIAL CREDIT EQUIPMENT CORP. FOR
 COUNT. 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
 AGAINST COMMERCIAL CREDIT EQUIPMENT CORP. TO OBTAIN OR RETAIN POSSESSION OF THE PROPERTY OR FOR ANY UNPAID BALANCE HEREUNDER, OR OTHER-
 WISE.

BUYER AGREES, THAT TITLE TO SAID PROPERTY SHALL NOT PASS TO BUYER UNTIL ALL DUES DUE UNDER THIS CONTRACT ARE FULLY PAID IN CASH, THAT
 TRANSFER, REMOVAL, DEDICATION, OR ASSIGNMENT OF THIS CONTRACT OR ANY INTEREST THEREUNDER, OR LOSS, DAMAGE, INJURY OR DESTRUCTION OF
 PROPERTY SHALL RELEASE BUYER FROM HIS OBLIGATION HEREUNDER TO KEEP SAID PROPERTY FREE OF ALL TAXES, LIENS AND ENCUMBRANCES, BUT TO
 RECAL THE PROPERTY OR REMOVE IT FROM THE STATE OR TRANSFER ANY INTEREST THEREIN WITHOUT WRITTEN CONSENT OF THE HOLDER HEREOF, TO PAY
 EXCHANGE CHARGES ON PAYMENTS AND ALL FORDERING, FILING AND SATISFACTION FEES IN CONNECTION HEREAFTER, IN THE EVENT OF DELINQUENCY TO
 A REASONABLE COLLECTION OR DELINQUENCY FEE TO REIMBURSE THE HOLDER HEREOF FOR EXPENSE CAUSED THEREBY, THAT SELLER IS AUTHORIZED TO
 REJECT PATENT RIGHTS IN THIS CONTRACT, THAT SELLER'S ASSIGNEE SHALL BE ENTITLED TO ALL RIGHTS OF SELLER.

TIME IS OF THE ESSENCE OF THIS CONTRACT. IF BUYER DEFAULTS IN COMPLYING WITH ANY OF THE TERMS OR CONDITIONS HEREOF, OR SELLER DEEMS
 IMPROPER INSURANCE OR THE PROPERTY IN DANGER OF LOSS OR CONFISCATION (OF WHICH THE SELLER SHALL BE THE SOLE JUDGE), OR IF A PROCEEDING IN
 REPOSSESSION, RECOVERY OR INSOLVENCY OR FOR COMPOSITION OR EXTENSION OF DEBTS OR OTHER OBLIGATIONS BE INSTITUTED BY OR AGAINST BUYER OR
 SAID PROPERTY, THE FULL AMOUNT THEN UNPAID HEREUNDER SHALL BECOME IMMEDIATELY DUE AND PAYABLE WITHOUT NOTICE, AND SELLER OR HIS
 AGENT OR ITS AGENT OR ANY OTHER OFFICER OF THE LAW MAY EITHER: 1. COLLECT THE SAME BY SUIT OR OTHERWISE OR 2. RETAKE POS-
 SESSION OF SAID PROPERTY, WITH OR WITHOUT PROCESS OF LAW, AND FOR THIS PURPOSE MAY ENTER ANY PREMISES WHERE SAID PROPERTY MAY BE FOUND
 TO REMOVE SAME, AND RECAL 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
 AMOUNTS OF OBTAINING POSSESSION OF SAID PROPERTY AND OF SAID SALE, INCLUDING REASONABLE ATTORNEY'S FEES, TO THE AMOUNT UNPAID HEREUNDER,
 IN 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 CONDUCT OF ANY OTHER
 BREACH OR DEFAULT, SHALL NOT CONSTITUTE A WAIVER OF ANY OTHER OR SUBSEQUENT BREACH OR DEFAULT OR PREVENT SELLER OR ITS AGENTS 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 STOP 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 REPRESENTA-
 TIONS, 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.

"NON-RECOURSE" SPECIAL ASSIGNMENT

FOR VALUE RECEIVED, WE HEREBY SELL, ASSIGN AND TRANSFER TO COMMERCIAL CREDIT EQUIPMENT CORP., HEREIN CALLED "CCEC", ITS SUCCESSORS AND
 HEIRS, THE WITHIN CONTRACT, AND ALL OF OUR RIGHT, TITLE AND INTEREST THEREIN AND TO THE PROPERTY THEREIN DESCRIBED, AND ALL RIGHTS AND REMEDIES
 THEREON, INCLUDING THE RIGHT TO COLLECT ALL INSTALLMENTS 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: 12/18/65 Lalley Farm Equip
 (DEALER'S CORPORATE, FIRM OR TRADE NAME)
 BY Wayne L. Witter
 (OFFICIAL TITLE)

REGULAR ASSIGNMENT

FOR VALUE RECEIVED, WE HEREBY SELL, ASSIGN AND TRANSFER TO COMMERCIAL CREDIT EQUIPMENT CORP., HEREIN CALLED "CCEC", ITS SUCCESSORS AND
 HEIRS, THE WITHIN CONTRACT, AND ALL OF OUR RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY THEREIN DESCRIBED, AND ALL RIGHTS AND REMEDIES
 THEREON, INCLUDING THE RIGHT TO COLLECT ALL INSTALLMENTS 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. THAT ALL OBLIGATIONS CONTAINED ARE TRULY
 AND ACCEPTED BY BUYER. IN EVENT OF BREACH OF ANY OF THESE WARRANTIES, BUYER SHALL RECAL SAID CONTRACT, WITHIN 10 DAYS IMMEDIATELY UPON DE-
 FECT, AND SHALL PAY CCEC THEREFOR AN AMOUNT EQUAL TO THE UNPAID BALANCE DUE HEREON, PLUS ANY COSTS OR DAMAGES INCURRED BY CCEC IN
 CONNECTION THEREWITH.

IF CCEC SHOULD REPOSSESS OR COME INTO THE POSSESSION OF ANY PROPERTY DESCRIBED IN THIS CONTRACT, WE WILL POSSESS SUCH PROPERTY IMM-
 MEDIATELY UPON BEING IN ITS THEN CONDITION AND LOCATION, AND WILL PAY CCEC THEREFOR THE UNPAID BALANCE DUE ON SAID CONTRACT, OR THAT PORTION
 OF THE UNPAID BALANCE DUE ON SAID CONTRACT APPLICABLE TO SUCH PROPERTY, WITHIN 10 DAYS AFTER RECEIVING NOTICE, INCLUDING ATTORNEY'S FEES, INCURRED
 BY CCEC IN CONNECTION THEREWITH. IF WE FAIL OR REFUSE TO PAY CCEC THE UNPAID BALANCE DUE ON SAID CONTRACT, OR THAT PORTION OF THE UNPAID BALANCE
 DUE ON SAID CONTRACT APPLICABLE TO SUCH PROPERTY, WITHIN 10 DAYS AFTER RECEIVING NOTICE, INCLUDING ATTORNEY'S FEES, INCURRED BY CCEC IN
 CONNECTION THEREWITH, WE AGREE THAT CCEC MAY RECAL OUR BOOKS AND RECORDS, INCLUDING CONTRACTS AND DEEDS, AND THAT CCEC MAY, WITHOUT NOTICE
 TO US AND WITHOUT RELEASING OUR LIABILITY HEREUNDER, GRANT EXTENSION OF TIME OF PAYMENT OF THE CONTRACT AND RECAL ANY RIGHTS THERE-
 UNDER, AND WE WAIVE PRESENTMENT AND DEMAND FOR PAYMENT, PROTEST OR NOTICE OF NON-PAYMENT, AND SHALL HAVE NO AUTHORITY WITHOUT CCEC'S PRIOR
 WRITTEN CONSENT TO ACCEPT COLLECTIONS, REPOSSESSIONS OR CONSENT TO THE RETURN OF SUCH PROPERTY TO RECALIFY THE TERMS OF SAID CONTRACT.

DATED: _____
 (DEALER'S CORPORATE, FIRM OR TRADE NAME)
 BY _____
 (OFFICIAL TITLE)

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

N8225.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonEnnis Kendrick.....

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.....

.....Ennis Kendrick....., Defendant.....

byCommercial Credit Equipment Corporation, A corp.....

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

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

.....*Reed Kendrick*..... Clerk

4:7-24-68

No. 8225.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

COMMERCIAL CREDIT EQUIPMENT.....

CORPORATION, A Corporation.....

Plaintiffs

vs.

ENNIS, KENDRICK.....

Defendants

SUMMONS AND COMPLAINT

Filed 7/23/68 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

Ennis Kendrick

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVING 1 PROCESS(S) AND
TRAVEL EXPENSE ON EACH OF \$5.20
PROCESS(S) OR A TOTAL OF \$6.20

Taylor Wilkins Sheriff
L. Cheever Deputy Sheriff

Registrars

COMMERCIAL CREDIT EQUIPMENT
CORPORATION, A Corporation,

Plaintiff,

vs.,

ENNIS KENDRICK,

Defendant.

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA
) AT LAW
)

CASE NO: 8225

DEMURRERS

1.

Plaintiff fails to state cause of action.

2.

Plaintiff fails to show which installment was
paid and which was not.

Sooner M Brantley
Wilters and Brantley
Attorneys for Defendant

The Defendant demands a
trial by jury.

Sooner M Brantley
Wilters and Brantley

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 2 day of Dec
1968 served a copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same by United States
Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANTLEY

By: Sooner M Brantley

ALICE J. DUCK

CLERK
REGISTER

FILED

DEC 3 1968

LYONS, PIPES & COOK

ATTORNEYS AT LAW

2510 FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

JOSEPH H. LYONS (1900-1957)

36601

AREA CODE 205

SAM W. PIPES

TEL. 432-4483

WALTER M. COOK

P.O. DRAWER 2525

GORDON B. KAHN

G. SAGE LYONS

AUGUSTINE MEAHER, III

JAMES B. KIERCE, JR.

WESLEY PIPES

NORTON W. BROOKER, JR.

April 21, 1970

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

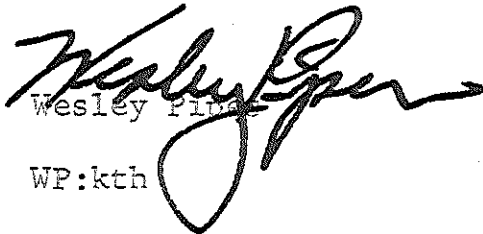
Re: Commercial Credit Equipment Corporation
v. Ennis Kendrick

Dear Mrs. Duck:

Please enter a non-suit for the plaintiff in the case
of Commercial Credit Equipment Corporation vs. Ennis
Kendrick, Circuit Court of Baldwin County, Case No.
8225 and send the cost bill to me.

Very truly yours,

LYONS, PIPES AND COOK


Wesley Pipes
WP:kth

Mc 8225

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. Ennis Kendrick;

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, Ennis Kendrick.

With kindest regards,

Sincerely,

LYONS, PIPES AND COOK


G. Sage Lyons

GSL/lak