

70.82-2-6

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. Sam Childress

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, Sam Childress.

With kindest regards,

Sincerely,

LYONS, PIPES AND COOK


G. Sage Lyons

GSL/lak

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AUGUSTINE MEAHER, III

JAMES B. KIERCE, JR.

WESLEY PIPES

NORTON W. BROOKER, JR.

February 21, 1970

Honorable Alice J. Duck
Clerk, Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Commercial Credit Equipment Corporation vs. Sam Childress,
Case No. 8226.

Dear Mrs. Duck:

Please enter a non-suit on behalf of the plaintiff in the
above-captioned case and mail the cost bill to us.

Very truly yours,

LYONS, PIPES AND COOK


Wesley Pipes

WP/lb

COMMERCIAL CREDIT EQUIPMENT
CORPORATION, A Corporation,

Plaintiff,

Vs.

SAM CHILDRESS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8226

D E M U R R E R

Comes now the Defendant, and demurs to the complaint heretofore
filed in this cause, and assigns the following grounds therefor,
separately and severally to each and every count thereof, to-wit:

1. The complaint is vogue.
2. The complaint is uncertain.
3. The complaint fails to state a legal cause of action.
4. The complaint fails to allege when the written in-
strument became due.


ATTORNEY FOR DEFENDANT

Defendant demands a trial
by jury in this case.


ATTORNEY FOR DEFENDANT

FILED

AUG 12 1958

ALICE J. DUCK REC'D

I certify that I have mailed a copy of the foregoing DEMURRER to Honorable G. Sage Lyons, Suite 2510, 1st National Bank Building, Mobile, Alabama, by depositing the same in United States Mail, postage prepaid, at Bay Minette, Alabama, on this 12 day of August, 1968.

Kenneth Cooper
NOTARY PUBLIC
STATE AT LARGE, STATE OF ALABAMA

FILED

AUG 12 1968

ALICE J. B. B.

COMMERCIAL CREDIT EQUIPMENT
CORPORATION, A Corporation,

Plaintiff,

vs.,

SAM CHILDRESS,

Defendant.

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

)

) CASE NO: 82-2-6

COUNT ONE

The plaintiff claims of the defendant the sum of, to-wit,
TWO THOUSAND SIX HUNDRED NINETY-EIGHT AND NO/100 (\$2,698.00) 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
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-EIGHT AND NO/100 (\$2,698.00) 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-EIGHT AND NO/100 (\$2,238.00) DOLLARS together with
interest thereon, hence this suit.

Defendant's address:
Sam Childress
Robertsdale, Alabama

FILED

JUL 23 1968

ALICE J. BUCK, CLERK
63-573 REGISTER

LYONS, PIPES AND COOK
Attorneys for Plaintiff

By: 

G. SAGE LYONS

Purchase Agreement

12/20/65

Lexley Farm Equipment Company
Lexley, Alabama
Sam Childress
Robertsdale, Alabama

KNOW SELLER HEREBY SELLS, AND UNDERTAKES 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	MODEL	SERIAL NO.	CASH SALES PRICE
Combine Reconditioned			
W/Corn Attachment	45	8361	4000 00
SALES TAX			60 00
TOTAL CASH SELLING PRICE (INCLUDING TAX)			4060 00
DOCUMENTARY CHARGE			
INVESTIGATION FEE			
TOTAL			4060 00
CASH DOWN PAYMENT \$			1360 00
TRADE-IN ALLOWANCE \$			
DESCRIBE TRADE-IN			
TOTAL DOWN PAYMENT			1360 00
UNPAID CASH BALANCE			2700 00
DEFERRED TIME BALANCE of \$			3427 00

BUYER PROMISES TO PAY TO THE ORDER OF SELLER THE DEFERRED TIME BALANCE OF \$ 3427 00 IN THE ABOVE SCHEDULE OF PAYMENTS, OR IN EQUAL MONTHLY INSTALLMENTS OF \$ (A) (B) EACH, EXCEPT THE FIRST INSTALLMENT WHICH IS TO BE THE AMOUNT THEN DUE, BEGINNING (C) 12/20/65, AND ON THE SAME DAY OF EACH 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 12/20/65. ACCEPTED BY: [Signature] DEALER OWNER, PARTNER, OR OFFICER. [Signature] BUYER'S SIGNATURE. WITNESSES: [Signature] E.H. Mickelson

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

EXHIBIT "A"

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 8226

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonSam Childress.....

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.....

.....Sam Childress....., Defendant.....

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

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

Witness my hand this.....23.....day of.....July..... 1968...

.....*Alfred A. Clark*.....Clerk

47-25-68

No. 8226

Page

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

COMMERCIAL CREDIT EQUIPMENT

CORPORATION, A Corporation

Plaintiffs

vs.

SAM CHILDRESS

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

Sheriff

I have executed this summons

this July 25 1968

by leaving a copy with

Sam Childress

TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVING 1 PROCESS(ES) A.

TRAVEL EXPENSE ON EACH OF \$5.00

PROCESS(ES) OR A TOTAL OF \$6.50

Sam Childress Sheriff
Karl Childress Deputy Sheriff

R. W. Child