

APPLIANCE BUYERS CREDIT)	IN THE CIRCUIT COURT OF
CORPORATION, a corporation,)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	AT LAW
VS.)	
BETTY SEALE,)	
Defendant.)	CASE NO. 8385

MOTION TO REINSTATE

Comes now the Plaintiff in the above style cause, by and through its attorneys, Tyson, Marr and Friedlander, and moves this Honorable Court set aside the order heretofore entered herein on the 7th day of February, 1969, dismissing the said case, and as grounds for said motion, says and shows unto this Honorable Court as follows:

That counsel for the Plaintiff inadvertently missed the setting of the term of this Court, and counsel not regularly practicing in this Court, did not realize the term had been held and the cases dismissed until after the said action was taken.

WHEREFORE, Plaintiff prays that the order heretofore entered on the 7th day of February, 1969, be set aside, and the case restored to the trial docket, and Plaintiff prays for such other, further and different relief to which it may be entitled, premises considered.

TYSON, MARR AND FRIEDLANDER
Attorneys for Plaintiff

By

For the Firm

FILED

MAR 6 1969

ALICE J. DUCK CLERK
CLERK
CLERK

STATE OF ALABAMA)

BALDWIN COUNTY)

To any sheriff of the State of Alabama:

You are hereby commanded to summon Betty Seale to appear within thirty days from the service of this writ in the circuit court, to be held for said county at the place of holding the same, then and there to answer the complaint of Appliance Buyers Credit Corporation, a corporation.

Witness my hand, this 22 day of Oct, 1968.

Alice J. Duck
Clerk

APPLIANCE BUYERS CREDIT
CORPORATION, a corporation,

Plaintiff,

VS.

BETTY SEALE,

Defendant.

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY

) ALABAMA

) AT LAW

) CASE NO. 8385

The Plaintiff claims from the Defendant \$245.31, damages for the breach of a contract, entered into by him on the, to-wit, the 21st day of June, 1967, by which he purchased a Whirlpool Air-conditioner, and promised to pay the same in monthly installments of \$14.33, the first installment being due and payable on the 30th day of July, 1967, and a subsequent installment due on the 30th day of each month thereafter until the entire sum be paid in full. And the Plaintiff says that, although he has complied with all of its provisions on his part, the Defendant has failed to comply with the following provisions thereof, viz: He has failed to make the monthly installments as agreed. Plaintiff avers that, according to the terms of said contract, he has declared all of the remaining unpaid installments presently due and payable. Plaintiff avers that according to the terms of said contract, Defendant agreed to pay to Plaintiff's attorney a reasonable fee for his services in collecting said sum of money, should be same be necessary, and Plaintiff avers that a reasonable fee for his attorney is \$150.00. Plaintiff claims all of said sums with waiver of the exemptions, as provided in said note.

Plaintiff avers that the said contract was assigned to it in writing, on, to-wit, the 21st day of June, 1967, and that the said contract is now the property of the Plaintiff.

TYSON, MARR & FRIEDLANDER
Attorneys for Plaintiff

By Charles J. Tyson

For the Firm

Defendant may be served:

South Baldwin Mills
Robertsdale, Alabama

FILED

OCT 22 1968

ALICE J. DUCK CLERK
REGISTER

Received 22 day of Oct 1968
and on 23 day of Oct 1968
I served a copy of the within DC
on Betty Seale

By service on _____

TAYLOR WILKINS, Sheriff
By [Signature] D. S.

R. D. [Signature]

Sheriff's office 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
By Carlson Phillips
DEPUTY SHERIFF

Sydon, Mass. & Friedlander

Alice J. Duck
CLERK
REGISTER

OCT 22 1968

FILED

Summons & Complaint

Betty Seale
Wife of

vs.

Pltz

Appliance Buyers
Credit Corp. a corp.

8385



APPLIANCE BUYERS
CREDIT CORPORATION

RETAIL INSTALMENT CONTRACT

Date June 21 19 67

FOR ABCC USE ONLY	
Dealer No. <u>935523</u>	Account No.

This contract made and entered into, the date above written, by and between:

PLEASE BUYER Kenneth R. Seale (Mr. and Mrs.) SELLER Western Auto Store
PRINT ADDRESS Rt. 2, Box 80 ADDRESS 14 S. Church St.
CITY Fairhope STATE Ala. ZIP CODE 36532 CITY Fairhope STATE Ala. ZIP CODE 36532

The Seller hereby sells and Buyer, having been quoted both a cash price and a time price, hereby purchases the property described below, delivery and acceptance of which in good order is acknowledged by Buyer, viz:

Serial No.	Model No.	New or Used	Description	Price	Total Cash Price (Including Sales Tax)	
74161	ASL1653	N	Whirlpool Air Conditioner	258 88	\$	281 74
					Total Down Payment	\$
					Cash Down Payment	\$.74
					Trade-in Allowance	\$
					(*Describe Below)	
					Unpaid Cash Balance	\$ 281 00
					Insurance (For Term of Contract):	
					Credit Life	\$ 5.62
					Property	\$
					Principal Balance	\$
					Finance Charge	\$ 57 30
					Time Balance	\$ 343 92
			Sales Tax	10 36		
			Installation	12 50		
			*(Description of trade-in)			

Buyer agrees to pay the Time Balance in 24 consecutive monthly instalments beginning July 30th. Each instalment shall be in the amount of \$ 14.33, except the final instalment which shall be \$ _____, payments to be made at the place designated by Seller or Seller's assigns.

PLEASE
USE
INK

BUYER HEREBY ACKNOWLEDGES RECEIPT OF
A TRUE AND COMPLETE COPY OF THIS INSTRUMENT.

Buyer Kenneth Seale (Seal)
(Person insured if ins. option exercised)

Buyer Betty Seale (Seal)

Seller WESTERN AUTO STORE

By Max Tom C. Strickland

Additional Terms and Conditions
on Reverse Side

SA-201 (Rev. 11-66) ORIGINAL — For Appliance Buyers Credit Corporation

NOTE TO DEALER: Please fill in the information requested below For ABCC • Credit information furnished by Buyer.

BUYER'S NAME <u>Kenneth R. Seale</u>		STREET ADDRESS <u>Rt 2, Box 80 - Fairhope, Ala.</u>		CITY AND STATE <u>Fairhope, Ala.</u>		HOW LONG <u>7 mths</u>
PHONE NO. <u>928-5777</u>		FORMER ADDRESS (IF LESS THAN 2 YRS. AT PRESENT ADDRESS) <u>Atmore, Ala.</u>		HOW LONG	WIFE'S NAME <u>Betty</u>	
AGE <u>24</u>	<input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> SINGLE	NO. DEPENDENTS <u>2</u>	EMPLOYER (IF MILITARY, LIST BRANCH AND SERIAL NO.) <u>Fairhope Shell Oil.</u>	EMPLOYER'S ADDRESS <u>Fairhope</u>	HOW LONG <u>6 mths</u>	
OCCUPATION <u>Gen.</u>	MO. SALARY <u>\$80 per wk</u>	BADGE NO.	FORMER EMPLOYER (IF LESS THAN 1 YR. WITH PRESENT EMPLOYER) <u>State Nursery - Atmore</u>			HOW LONG <u>1 yr</u>
WIFE'S EMPLOYER AND ADDRESS <u>Varsity Fair - 375 - 400</u>			NEAREST RELATIVE AND ADDRESS <u>Annie Mae Seale - Mother</u>			
<input type="checkbox"/> RENT <input checked="" type="checkbox"/> OWN HOME	NO. PAYMENTS <u>166</u>	MAKE OF CAR OWNED	YEAR	LICENSE NO.	NAME AND ADDRESS OF BANK <u>First Nat'l of Fairhope</u>	
MORTGAGEE OR LANDLORD <u>Crestview Mobile Homes</u>			OTHER SOURCES OF INCOME (EXPLAIN)			

CHECK AND REPORT AT LEAST THREE REFERENCES BELOW (BANK, TRADE, INSTALLMENT) BUT INCLUDE ALL AMOUNTS NOW OWED.

NAME	ADDRESS	DATE OPENED	ORIG. BAL.	TERMS-MO. PAYMTS.	PRES. BAL.	PAYING RECORD
<u>First Nat'l Bank</u>	<u>928-9227</u>	<u>928-8141</u>	<u>-0-</u>			
<u>Bank of Fairhope</u>	<u>928-9226</u>	<u>-0-</u>				
<u>Nix & Fleming</u>	<u>928-5862</u>	<u>-0-</u>				

PREVIOUS ABCC ACCT. NO. _____ APPROVED BY _____ DATE _____ DATE CHECK ISSUED _____

ADDITIONAL TERMS AND CONDITIONS

If payments are not made within 10 days after due date, Buyer agrees to pay reasonable late charges, which shall be computed at the rate of 5% of each instalment in default, but not exceeding the lawful maximum, or a minimum late charge of \$1.00 if allowed by law.

Title to the property shall remain in Seller or Seller's assigns until the purchase price is fully paid. Seller has a security interest in the subject matter of this agreement, including all additions and accessions thereto, to secure payment and performance of all Buyer's obligations hereunder. It is agreed that the property shall at all times be and remain personal property. Buyer shall be responsible for any loss or damage to said property.

If default occurs in the payment of any instalment when due, the unpaid balance shall be immediately due and payable at the option of the holder and each party shall have the rights and privileges accorded by the Uniform Commercial Code, as adopted in this state, and any other applicable statute in effect in this state. Waiver of any default shall not constitute waiver of any other default. Buyer agrees if after default the contract is placed in the hands of an attorney for collection, to pay reasonable attorneys fees and court costs when permitted by law.

Buyer acknowledges that this agreement may be assigned and agrees that after such assignment Buyer will settle all claims against Seller directly and agrees not to set up any such claim as a defense, counterclaim, set-off, cross-complaint or otherwise, to any action brought under the terms of this agreement by an assignee.

IT IS UNDERSTOOD THAT THERE ARE NO UNDERSTANDINGS, REPRESENTATIONS OR AGREEMENTS OUTSIDE THE TERMS OF THIS AGREEMENT and that this agreement shall not be hereafter modified, except in writing. Any part of this agreement contrary to the laws of any state shall not invalidate the remaining provisions in that state.

MUST BE SIGNED BY SELLER

The within contract is hereby accepted and for valuable consideration, the receipt whereof is hereby acknowledged, the undersigned hereby sells, assigns, transfers and sets over to APPLIANCE BUYERS CREDIT CORPORATION, the within contract, and all right, title and interest in and to the property therein described, and all rights and remedies under said contract.

All warranties, terms and provisions of an agreement between the undersigned and Appliance Buyers Credit Corporation are made a part hereof by reference and upon which Appliance Buyers Credit Corporation relies in making this purchase.

Dated this 23rd day of June, 1967

Western Auto Store
(Seller)

By Mrs Tom C Strickland
(Signature)