

A. A. VICKERY,)
Plaintiff,)
VS.)
JAMES H. WILLIAMS,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. P499

1.

Plaintiff claims of the Defendant the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS due by promissory note made by him on the 16th day of November, 1968, and payable in sixteen (16) installments of ONE HUNDRED FIFTY (\$150.00) DOLLARS each and one installment of ONE HUNDRED (\$100.00) DOLLARS; the first payment being due and payable on the 16th day of December, 1968. The Plaintiff avers that a part of this note provides that if default be made in the payment of any of the installments, then the whole can be declared due and payable. The Plaintiff avers that the installment due December 16, 1968, was not paid when due and the Plaintiff does declare the face amount of this note due and payable.

This said note provides for the payment of a reasonable attorney's fee for collection of this note and Your Plaintiff avers that FIVE HUNDRED (\$500.00) DOLLARS is a reasonable attorney's fee for collection of said note.

Plaintiff further shows unto the Court that said note provides for a blank amount of interest per annum and the Plaintiff avers that six per cent (6%) per annum is a reasonable amount of interest and avers that the Defendant owes the Plaintiff interest on said note at the rate of six

per cent (6%) per annum from November 16, 1968.

WILTERS & BRANTLEY

BY:

William M Brantley,
Attorneys for Plaintiff

The Defendant can be found on the
Phillipsville Road approximately
three (3) miles South of U. S.
Highway #31.

FILED

JAN 7 1969

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonJames H. Williams.....

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.....

.....James H. Williams....., Defendant.....

byA. A. Vickery.....

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

Witness my hand this.....7th.....day of.....January.....1969.....

.....*Oliver J. Vick*.....Clerk

24 / 2/1/69

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

A. A. Vickery
Plaintiffs

vs.

James H. Williams
Defendants

SUMMONS AND COMPLAINT

Filed FILED 19.....

JAN 7 1969

Clerk

ALICE J. DICK

CLERK
REGISTER

Wilfers & Brantley
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

RECEIVED

19.....

JAN 8 1969

Sheriff

I have executed this summons

this Jan Feb 1 1969

by leaving a copy with

James H. Williams

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

FOR SERVING 1.50 PROCESS(ES) AND

TRAVEL EXPENSE ON EACH OF \$ 2.00

PROCESS(ES) OR A TOTAL OF \$ 3.50

Taylor Wilkins Sheriff

W. A. Zolbert Deputy Sheriff

10 miles north of Bay

Form app. 6-37-45

ALABAMA—CONDITIONAL SALE NOTE

FH-508-C

2999
\$2500.00 Atmore, Ala., Nov 16, 19 68
(Town) (Date)

(Office Use Only)

19

(Number and Year)

For value received, I promise to pay to A. A. Vickeryor order, at Atmore, Ala.

(Give name of town)

the sum of Two Thousand Five Hundred & 00/100

DOLLARS

payable as shown on the Schedule of Instalments set forth on the back hereof, or in 16 instalments of \$ 150.00 each, and1 instalments of \$ 100.00 each, and instalments of \$ _____ each, and instalment of\$ _____, payable on the same day of each successive month, commencing December 16, 19 68, with interest

at _____ per cent per annum from date until maturity. After maturity each instalment shall draw interest at _____ per cent per annum.

This note is given for the balance of the purchase price of:

Quantity	Make	Motor Truck	Model No.	Chassis No.	Motor No.
				<u>S2458J</u>	
Quantity	Make	Tractor	Model	Serial No.	Motor No.
Quantity	Make	International Crawler Tractor	Model	Serial No.	Motor No.
Quantity	Make	White, 1962 Model 3T, Serial No. 700193	Model	Serial No.	Motor No.
Quantity	Make		Kind	(Description and/or	Model No. Serial No.)
				(Description and/or	Model No. Serial No.)
Quantity	Make		Kind	(Description and/or	Model No. Serial No.)
				(Description and/or	Model No. Serial No.)

and I hereby agree that the title thereto and to all repairs, replacements of and accessions to said property shall remain in the payee until this note shall have been fully paid in money; and I agree that no part of said property shall be attached to any real estate in such a manner as to become a part thereof; and I hereby agree to pay all taxes that may be levied against said property, and in the event of my failure to pay said taxes the payee may do so and charge the same to me; and that I will not use said property for any illegal purpose. I further agree that if I make default in the payment of any one of said instalments or in paying said taxes or use said property for any illegal purpose, or if said property is levied upon, or if I attempt to sell or remove the same, or if at any time the payee shall deem itself insecure, then it may in either or any such event declare this note and all instalments thereof immediately due and payable and take possession of said property, wherever found, and sell the same at either public or private sale, with or without notice, pay all expenses incurred thereby, including repairs, replacements, accessions, taxes, and expenses of sale, and apply the net proceeds on this note, returning to me any surplus; and if the proceeds of such sale are insufficient to satisfy said indebtedness and interest, I shall pay the deficiency; and in consideration of the use of said property and for diminution in salable value thereof and as liquidated damages, the payee may at all times retain all payments made. Assignment of this note shall transfer all property, rights and remedies of the payee herein to the assignee. If this note is not paid at maturity, I also agree to pay all expenses, including reasonable attorney's fees, incurred in collecting the same, by suit or otherwise. I hereby waive any and all right of exemption of property from levy and sale under execution or other process for the collection of debts. The endorsers, sureties and guarantors severally waive presentment for payment, protest, notice of nonpayment and diligence.

Post Office Atmore, Ala.Street Address Rt 2, BoxCounty Escambia, R.F.D. No. _____Witness to Signature R. R. Kirk

(Fill out all blank spaces except note number. All signatures must be witnessed. Type or print name of notemaker beneath signature.)

Given under the hand and seal of the subscribing party.

James H. Williams
James H. Williams (Seal)

(Seal)

(Limited Recourse Endorsement)

Pay to the order of

For value received I hereby endorse the within note unconditionally and hereby assign and transfer to the owner or holder thereof all interest in the property therein described. This endorsement is made subject to all the terms and conditions of the financing agreement presently in effect between the undersigned and the assignee, which specifically sets forth all the rights and obligations of the undersigned and the assignee with respect to this note.

Given under the hand and seal of the subscribing party:

(Seal)

(Seal)

(With Recourse Endorsement)

Pay to the order of

For value received I hereby endorse the within note unconditionally and guarantee the payment of the same and of all instalments, renewals and extensions thereof and hereby assign and transfer to the owner or holder thereof all interest in the property therein described.

Given under the hand and seal of the subscribing party

(Seal)

(Seal)

	SCHEDULE OF INSTALMENTS	ENDORSEMENTS	
		Amount	Date
(1)	A		
(2)	B		
(3)	C		
(4)*	D		
(5)	E		
(6)	F		
(7)	G		
(8)	H		
(9)			
(10)			
(11)	F		
(12)	I		
(13)	N		
(14)	N		
(15)	C		
(16)	P		
(17)	G		
(18)	F		
(19)	S		
(20)	T		
(21)	U		
(22)	V		
(23)	W		
(24)	X		
TOTAL			