

NORRIS FURNITURE COMPANY,
A CORPORATION

Plaintiff

VS.

CHARLES SPANN d/b/a
SPANN FURNITURE COMPANY

Defendant

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8504

DECREE

The Plaintiff in this cause on the 10th day of April, 1969, duly filed herein, his application to amend Nunc Pro Tunc the Judgment recovered by him against Charles Spann, d/b/a Spann Furniture Company on the 27th day of February, 1969 and the application to amend said Judgment Nunc Pro Tunc now coming on to be heard, the Court is of the opinion that there was a scrivener's error in the entering of the Judgment and the Court is therefore of the opinion that the application to amend said Judgment Nunc Pro Tunc should be granted. It is therefore,

CONSIDERED, ORDERED and ADJUDGED:

1.

That the Judgment rendered in this cause for \$4,260.00 on February 27, 1969 in favor of the Plaintiff, Norris Furniture Company, a Corporation, and against the Defendant, Charles Spann, d/b/a Spann Furniture Company, be and the said Judgment is hereby amended Nunc Pro Tunc as follows:

1.

A Judgment in favor of the Plaintiff and against the Defendant for \$4,424.00 principal, \$436.00 interest and \$700.00 attorney's fees, making a total sum of \$5,560.00, plus Court costs.

2.

That the Plaintiff pay the costs of this proceeding to be taxed by the Clerk by which let execution issue.

Dated this 20th day of May, 1969.

J. Alan M. Maslowe
Circuit Judge of Baldwin County,
Alabama.

FILED

MAY 20 1969

VOL

63 PAGE 930

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 8524

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Charles Spann, d/b/a Spann Furniture
Company

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.....

Charles Spann, d/b/a Spann Furniture Company..... Defendant.....

by Norris Furniture Company, a Corporation

..... Plaintiff.....

Witness my hand this 9 day of Jan 19 69

Allice J. Black Clerk

No.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Norris Furniture Company.....

a Corporation.....

Plaintiffs

vs.

Charles Spann, d/b/a Spann
Furniture Company Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Robertsdale, Alabama

Received In Office

RECEIVED

JAN 9 1969

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Sheriff

Deputy Sheriff

NORRIS FURNITURE COMPANY,
A CORPORATION

Plaintiff

VS.

CHARLES SPANN d/b/a
SPANN FURNITURE COMPANY

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

1.

The Plaintiff claims of the Defendant the sum of FOUR THOUSAND FOUR HUNDRED TWENTY FOUR AND NO/100 DOLLARS (\$4,424.00) balance due after all proper credits given on a promissory note made by the Defendant on the 20th day of November, 1968, and payable in Thirty (30) days. The Plaintiff claims that the Defendant defaulted in the payments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$700.00. The Plaintiff avers that the Defendant waived all right of exemption under the laws of the State of Alabama as to personal property.

WILTERS, BRANTLEY & NESBIT

BY: *Charles J. Nesbit*

Attorney for Plaintiff

FILED

JAN 9 1969

ALICE J. BUCK

CLERK
REGISTER

VOL

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VOL

63

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 8504

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Charles Spann, d/b/a Spann Furniture
Company

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.....

Charles Spann, d/b/a Spann Furniture Company..... Defendant.....

by Norris Furniture Company, a Corporation

..... Plaintiff.....

Witness my hand this 9 day of Jan 19 69

Oliver J. Lusk Clerk

1/27/69

924

ORIGINAL

No. 8514 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Norris Furniture Company

a Corporation

Plaintiffs

vs.

Charles Spann, d/b/a Spann
Furniture Company

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED

Clerk

JAN 9 1969

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

8866E

Defendant lives at

Robertsdale, Alabama

Received In Office

RECEIVED

JAN 9 1969

19.....

Sheriff

I have executed this summons

this Jan 27 1969

by leaving a copy with

Charles Spann

Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS Sheriff

BY W. A. Garnier
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. A. Garnier Deputy Sheriff

Robertsdale

ORIGINAL

NORRIS FURNITURE COMPANY,
A CORPORATION

Plaintiff

VS.

CHARLES SPANN d/b/a
SPANN FURNITURE COMPANY

Defendant

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8504

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WILTERS, BRANTLEY & NESBIT

BY: *Charles J. Nesbit*
Attorney for Plaintiff

FILED

JAN 9 1969

ALICE J. BUCK CLERK
REGISTER

NORRIS FURNITURE COMPANY,
A Corporation

Plaintiff

VS.

CHARLES SPANN d/b/a
SPANN FURNITURE COMPANY

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO.

8504

MOTION TO AMEND JUDGMENT NUNC PRO TUNC

TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT COURT:

Your Petitioner respectfully represents and shows unto your Honor as follows:

That on, to-wit: the 27th day of February, 1969, a judgment was rendered by this Honorable Court in favor of Plaintiff, in a cause therein then pending in which the Norris Furniture Company, a Corporation was Plaintiff and Charles Spann, d/b/a Spann Furniture Company was therein designated as Defendant, for \$4,260.00 besides the further sum of \$31.50 Court costs.

Your Petitioner further avers that the suit between the parties in said cause was filed on the 9th day of January, 1969, and claim was therein made for \$4,424.00 principal, \$436.00 interest, and \$700.00 attorney's fee, making the total sum amount of \$5,560.00, plus the aforesaid Court costs; that proof was offered to the Court, when judgment was secured, in the aforestated sum of \$4,260.00 as evidenced by certain promissory notes executed by the Defendant: That through scrivener's error, judgment was entered by the Plaintiff for only \$4,260.00, whereas, the proof showed otherwise.

Wherefore, the premises considered, your Petitioner prays that notice of this application to amend nunc pro tunc the judgment heretofore secured in this cause be given to the Defendant by serving a copy of this application or petition upon him in the mode and manner provided by law and particularly the Statutes of the State of Alabama; and for such other, further or different relief as the evidence in this cause may justify and as to your Honor may seem meet and proper; and as in duty bound, your Petitioner will ever pray.

Wherefore, the said Plaintiff prays that this Honorable Court

will make and enter an order and judgment amending the judgment of
February 27, 1969 as hereinabove prayed for.

WILTERS, BRANTLEY & NESBIT

BY:

Charles J. Nesbit
Attorney for Plaintiff

FILED

APR 10 1969

ALICE J. DUCK CLERK.
REGISTER

NORRIS FURNITURE COMPANY,
A Corporation

Plaintiff

VS.

CHARLES SPANN, d/b/a
SPANN FURNITURE COMPANY

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8524

NOTICE TO DEFENDANT OF APPLICATION TO AMEND
JUDGMENT NUNC PRO TUNC

TO: CHARLES SPANN

Please take notice that in the above styled cause an application has this day been filed, a copy of which is hereto attached, to amend nunc pro tunc the judgment obtained in said cause on the 27th day of February, 1969 and that said application will be heard on the 21st day of April, 1969 at 9:30 A.M. or as soon thereafter as counsel can be heard.

WILTERS, BRANTLEY & NESBIT

BY: *Alice J. Duck*

Attorney for Plaintiff

FILED

APR 10 1969

ALICE J. DUCK

CLERK
REGISTER

NORRIS FURNITURE COMPANY,
A Corporation

Plaintiff

VS.

CHARLES SPANN d/b/a
SPANN FURNITURE COMPANY

Defendant

I

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO.

8504

MOTION TO AMEND JUDGMENT NUNC PRO TUNC

TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT COURT:

Your Petitioner respectfully represents and shows unto your Honor as follows:

That on, to-wit: the 27th day of February, 1969, a judgment was rendered by this Honorable Court in favor of Plaintiff, in a cause therein then pending in which the Norris Furniture Company, a Corporation was Plaintiff and Charles Spann, d/b/a Spann Furniture Company was therein designated as Defendant, for \$4,260.00 besides the further sum of \$31.50 Court costs.

Your Petitioner further avers that the suit between the parties in said cause was filed on the 9th day of January, 1969, and claim was therein made for \$4,424.00 principal, \$436.00 interest, and \$700.00 attorney's fee, making the total sum amount of \$5,560.00, plus the aforesaid Court costs; that proof was offered to the Court, when judgment was secured, in the aforestated sum of \$4,260.00 as evidenced by certain promissory notes executed by the Defendant: That through scriveners error, judgment was entered by the Plaintiff for only \$4,260.00, whereas, the proof showed otherwise.

Wherefore, the premises considered, your Petitioner prays that notice of this application to amend nunc pro tunc the judgment heretofore secured in this cause be given to the Defendant by serving a copy of this application or petition upon him in the mode and manner provided by law and particularly the Statutes of the State of Alabama; and for such other, further or different relief as the evidence in this cause may justify and as to your Honor may seem meet and proper; and as in duty bound, your Petitioner will ever pray.

Wherefore, the said Plaintiff prays that this Honorable Court

will make and enter an order and judgment amending the judgment of February 27, 1969 as hereinabove prayed for.

WILTERS, BRANTLEY & NESBIT

BY: *Charles L. Nesbit*

Attorney for Plaintiff

FILED

APR 10 1969

ALICE J. DUCK CLERK
REGISTER

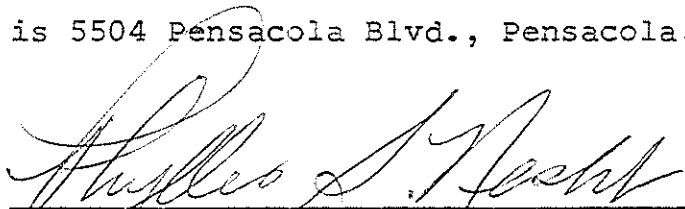
STATE OF ALABAMA

BALDWIN COUNTY

AFFIDAVIT IN COMPLIANCE WITH TITLE 7, SECTION 201

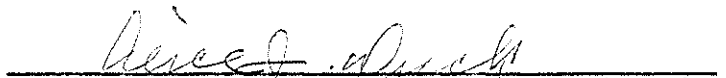
Before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, personally appeared, Phyllis S. Nesbit, attorney for the Norris Furniture Company, a Corporation, who being duly sworn, deposes and says:

That in her belief, Charles Spann, d/b/a Spann Furniture Company is a residence of Robertsdale, Baldwin County, Alabama and that Charles Spann is over the age of twenty-one years and that he conceals himself so that process of service cannot be served upon him and further it is the belief of the said affiant that Charles Spann is employed in Pensacola, Florida at Bargain Annex, the address of which is 5504 Pensacola Blvd., Pensacola, Florida.



Phyllis S. Nesbit, Attorney for
Norris Furniture Company, a Corporation

Sworn to and subscribed before me this 10 day of Apr,
1969.


Alice J. Duck, Clerk of the Circuit
Court, Baldwin County, Alabama.

FILED

APR 10 1969

ALICE J. DUCK CLERK
REGISTER

NORRIS FURNITURE COMPANY,
A Corporation

Plaintiff

VS.

CHARLES SPANN, d/b/a
SPANN FURNITURE COMPANY

Defendant

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IN THE CIRCUIT COURT OF

1

BALDWIN COUNTY, ALABAMA

1

AT LAW

1

CASE NO. 8504

NOTICE TO DEFENDANT OF APPLICATION TO AMEND
JUDGMENT NUNC PRO TUNC

TO: CHARLES SPANN

Please take notice that in the above styled cause an application has this day been filed, a copy of which is hereto attached, to amend nunc pro tunc the judgment obtained in said cause on the 27th day of February, 1969 and that said application will be heard on the 21st day of April, 1969 at 9:30 AM. or as soon thereafter as counsel can be heard.

WILTERS, BRANTLEY & NESBIT

BY:

Thyler S. Nesbit
Attorney for Plaintiff

FILED

APR 10 1969

ALICE J. DUCK CLERK
REGISTER

\$ 4424.00

November 20

Thirty Days

AFTER DATE We PR

TO THE ORDER OF Norris Furniture Corporation

Four Thousand Four Hundred Twenty Four and No/100 -----

VALUE RECEIVED

Each maker of this note hereby expressly waives all rights to claim exemption of personal property allowed by the Constitution of any State, and agrees to pay all costs of collecting this note, including a reasonable attorney's fee for all services rendered in any way by any maker, or in collecting or attempting to collect, or in securing or attempting to secure this debt, if this note is not paid at maturity. Non-payment and protest of this note is hereby waived by each maker.

It is expressly understood and agreed that if this note or any part of it is not paid when due, all other obligations owing by the maker of this note to the payee herein, whether evidenced by notes or not, shall become due and payable at once.

And for and in consideration of the sum of one dollar to me in hand paid, and as security for the payment of this note, I hereby covenant that after claiming exemption under said laws, and this shall be his authority for making such claim in my behalf. And for the further consideration of one dollar to me in hand paid, and for the purpose of securing the payment of this note, I hereby transfer, assign and set over to the owner of this note, so much of my personal property as will pay this note in full, principal, interest, attorney's fee and costs, and I hereby direct the trustee in bankruptcy to deliver to the owner of this note a sufficient amount of property or money claimed or set apart as exempt, to pay off the amount of this indebtedness, and this shall be in full satisfaction of the debt. The powers herein given are coupled with an interest and are irrevocable.

Given under the hand and seal of each party.

Payable at Quincy, Florida

Attest Homer A Roberts

No. _____ Due December
Spann Furniture & Appliances

475

Charles Spann

Each endorser of this note hereby waives demand, notice of non-payment and protest of this note, and waives all rights of exemption as to personalty and adopts the contract of the maker on the face of this note expressed as if fully written herein.

(Personal Endorsement)

Charles Spann

Charles Spann

Press Print—Centreville, Ala.

AFTER DATE

MOORE PRINTING COMPANY
COMMERCIAL PRINTING
Office Supplies——Legal Forms
TELEPHONE 937-7171 P. O. BOX 36
Bay Minette, Alabama

*Default Judgment
on Promissory Note
8504*

*\$4,424.00
700.00 atty fee
6636 Interest*

\$5,124.00

ALICE J. DUCK, Circuit Clerk
BALDWIN COUNTY
BAY MINETTE, ALA.
36507

CERTIFIED
No. 121108
MAIL

CERTIFIED MAIL
For Delivery Only
To Person To Whom Addressed
Return Receipt Requested

Mr. Charles Sparr
c/o Bargain Annex
5504 Pensacola Blvd.
Pensacola, Florida

From Brent Branch
REASON CHECKED
Moved. Left no address
Unknown
No Such Number
No Such Street
Insufficient Address
Legitimate Address
Deliver to Addressee Only
Refused

NOT AT THIS
Address
Any longer

RETURNED TO WRITER
From Brent Branch
REASON CHECKED
Moved. Left no address
Unknown
No Such Number
No Such Street
Insufficient Address
Refused



7058



U.S. AIR MAIL