

NATIONAL

Wholesale Jewelers

INC.

231-33 6th AVE., S. W.
BIRMINGHAM, ALABAMA 35211

CUSTOMER
ADDRESS
CITY

Spann Furniture Co.
Robertsdale, Alabama

DATE	REFERENCE	CHARGE	PAY	BALANCE
BALANCE FORWARD				
SEP 7'68	24,585	2,778.60 3-2-1		2,778.60 *
SEP 7'68	24,693	163.80 3-2-1		2,942.40 *
SEP 16'68	24,968	444.95 3-2-1		3,387.35 *
SEP 18'68	25,049	284.90 3-2-1		3,672.25 *
SEP 25'68	25,212	59.90 3-2-1		3,732.15 *
OCT 25'68		59.90		3,672.25 •
NOV 1'68	26,316	499.95 3-2-1		4,172.20 *
NOV 1'68	26,318			4,172.20 *
NOV 11 CM	1,680	20.00 -		4,152.20 *
12/10	Rec'd check	444.95		3,707.25

ORIGINAL

NATIONAL WHOLESALE JEWELERS, INC. I

IN THE CIRCUIT COURT OF

Plaintiff

I

BALDWIN COUNTY, ALABAMA

VS.

CHARLES SPANN d/b/a
SPANN FURNITURE COMPANY

I

AT LAW

Defendant

I

NO. 8565

1.

The Plaintiff claims of the Defendant the sum of TWO THOUSAND NINE HUNDRED FORTY TWO and 40/100 DOLLARS (\$2,942.40) balance due after all proper credits given on a promissory note made by the Defendant on the 10th day of September, 1968 and payable on Demand. 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 claims interest at the rate of 8% per annum from September 10, 1968. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in the collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$450.00.

2.

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED NINETY NINE and 95/100 DOLLARS (\$499.95) balance due after all proper credits given on a promissory note made by the Defendant on the 11th day of November, 1968 and payable on Demand. 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 claims interest at the rate 8% per annum from November 11, 1968. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in the collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$75.00.

3.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED SIXTY FOUR and 90/100 DOLLARS (\$264.90) balance due after all proper

credits given on a promissory note made by the Defendant on the 25th day of September, 1968 and payable on Demand. The Plaintiff avers 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 claims interest at the rate of 8% per annum from September 25, 1968. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in the collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$40.00.

WILTERS, BRANTLEY & NESBIT

BY:

Hyland S. Nesbit
Attorney for Plaintiff

FILED

JAN 9 1969

ALICE J. DUCK

CLERK
REGISTER

78305

NATIONAL WHOLESALE JEWELERS, INC.

231-33 Sixth Avenue, S. W.
Birmingham, Alabama 35211

TRUST RECEIPT

ITEM	MAKE	MODEL NO.	SERIAL NO.	RELEASE PRICE
Color Television	Emerson	26C48	2610521	\$499.95

INVOICE NUMBER	DATE	MERCHANDISE VALUE	FLOOR PLAN AMOUNT	DOWN PAYMENT	INTEREST	DOWN PAYMENT INCLUDING INTEREST	DATE PAID
26316	Nov 1 '68	499.95	499.95	0	0	0	

The undersigned (hereinafter referred to as the "Dealer") hereby grants to NATIONAL WHOLESALE JEWELERS, INC., a corporation (hereinafter referred to as "NATIONAL") a security interest in and full title to and agrees to hold and to continue to hold in trust for NATIONAL, pursuant to all the terms and conditions set out in that certain Security Agreement heretofore entered into between the Dealer and NATIONAL, which Security Agreement is incorporated herein by reference as fully as if set out here at length, the items of personal property described in the above schedule.

IN WITNESS WHEREOF, the undersigned Dealer has executed this Trust Receipt on this the 11th day of November, 1968

(Witness)
Attest: Charlotte M. Nelson

Spann Furniture Company
(Dealer)
By L. D. Severson
Its Attorney-In-Fact

Due Date _____

Note No. _____ Page No. _____ ADDRESS Robertsdale, Alabama

PROMISSORY NOTE

\$ 499.95
Nov 11, 19 68

Birmingham, Alabama

_____ after date, _____ promise(s) to pay to the order of NATIONAL WHOLESALE JEWELERS, INC., a corporation, Four hundred ninety nine and 95/100 Dollars, for value received with interest from maturity at the rate of 8 % per annum, payable at the office of NATIONAL WHOLESALE JEWELERS, INC. in Birmingham, Alabama.

Payment of the indebtedness evidenced by this note is secured by the foregoing Trust Receipt and by that certain Security Agreement heretofore entered into between the maker hereof and the payee herein, reference to which Trust Receipt and Security Agreement and the terms and conditions thereof is hereby expressly made. The loan evidenced hereby is to cover the price of merchandise delivered by the payee herein to the undersigned, such personal property described in the foregoing Trust Receipt.

The parties liable to pay the indebtedness hereby severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same to be collected or secured by, or any attorney be consulted with reference to, suit or otherwise.

In the event of default by the party or parties hereto under the terms of said Trust Receipt, of said Security Agreement or of any other contract or agreement between the parties hereto and the payee or holder of this note, or in the event of death of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable, with interest to date, at the option of the holder of this note.

NO. _____

DUE _____

Spann Furniture Company
BY L. D. Severson
L. D. Severson
ITS Attorney In Fact

#8005

NATIONAL WHOLESALE JEWELERS, INC.

231-33 Sixth Avenue, S. W.
Birmingham, Alabama 35211

TRUST RECEIPT

ITEM MAKE MODEL NO. SERIAL NO. RELEASE PRICE

-See Below-

INVOICE NUMBER	DATE	MERCHANDISE VALUE	FLOOR PLAN AMOUNT	DOWN PAYMENT	INTEREST	DOWN PAYMENT INCLUDING INTEREST	DATE PAID
24968	Sep 16 '68	\$444.95					
25049	Sep 18 '68	284.90	\$789.75	0	0	0	
25212	Sep 25 '68	59.90	XXXXXX				
DESCRIPTION							PYMT RECORD
1 only Emerson TV Model #26C36 Serial #2620059					@ 444.95		<u>Pd 12/10</u>
1 only Emerson TV Model #35P01/3 # #2239019					@ 150.00		
1 only Emerson TV Model #19P80 # #2452271					@ 134.90		
1 only Emerson TV Model #7P50 " #2382923					@ 59.90		<u>Pd 10/25</u>

Total- - - - \$789.75

The undersigned (hereinafter referred to as the "Dealer") hereby grants to NATIONAL WHOLESALE JEWELERS, INC., a corporation (hereinafter referred to as "NATIONAL") a security interest in and full title to and agrees to hold and to continue to hold in trust for NATIONAL, pursuant to all the terms and conditions set out in that certain Security Agreement heretofore entered into between the Dealer and NATIONAL, which Security Agreement is incorporated herein by reference as fully as if set out here at length, the items of personal property described in the above schedule.

IN WITNESS WHEREOF, the undersigned Dealer has executed this Trust Receipt on this the 25th day of September

19 68

(Witness:)

Attest:

Frank Robinson

Spann Furniture Co

(Dealer)

By

E. D. Severson

Its Attorney-In-Fact

Due Date _____

Note No. _____ Page No. _____ ADDRESS Robertsdale, Alabama

PROMISSORY NOTE

\$ 789.75

Sep 25, 19 68

Birmingham, Alabama

_____ after date, _____ promise(s) to pay to the order of NATIONAL WHOLESALE JEWELERS, INC., a corporation, Seven hundred eighty nine and 75/100 - - - - Dollars, for value received with interest from maturity at the rate of 8 % per annum, payable at the office of NATIONAL WHOLESALE JEWELERS, INC. in Birmingham, Alabama.

Payment of the indebtedness evidenced by this note is secured by the foregoing Trust Receipt and by that certain Security Agreement heretofore entered into between the maker hereof and the payee herein, reference to which Trust Receipt and Security Agreement and the terms and conditions thereof is hereby expressly made. The loan evidenced hereby is to cover the price of merchandise delivered by the payee herein to the undersigned, such personal property described in the foregoing Trust Receipt.

The parties liable to pay the indebtedness hereby severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same to be collected or secured by, or any attorney be consulted with reference to, suit or otherwise.

In the event of default by the party or parties hereto under the terms of said Trust Receipt, of said Security Agreement or of any other contract or agreement between the parties hereto and the payee or holder of this note, or in the event of death of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable, with interest to date, at the option of the holder of this note.

NO _____

DUE _____

Spann Furniture Co.

BY

L. D. Severson

ITS

Attorney In Fact

#8525

NATIONAL WHOLESALE JEWELERS, INC.

231-33 Sixth Avenue, S. W.
Birmingham, Alabama 35211

TRUST RECEIPT

ITEM MAKE MODEL NO. SERIAL NO. RELEASE PRICE

-See Below-

INVOICE NUMBER	DATE	MERCHANDISE VALUE	FLOOR PLAN AMOUNT	DOWN PAYMENT	INTEREST	DOWN PAYMENT INCLUDING INTEREST	DATE PAID
24585B	Sep 4 '68	2778.60					
24693	Sep 7 '68	163.80	2942.40	0	0	0	
							<u>SYMT RECORD</u>
1 only	Emerson TV, Mod #35P02/04	Serial #2429162	@ 265.90 = 265.90				
1 only	Emerson TV, Mod #20T01	Serial #2140673	@ 325.00 = 325.00				
1 only	Emerson TV, Mod #26C11	Serial #2048999	@ 420.00 = 420.00				
1 only	Emerson TTV, Mod #26C01	Serial #2119817	@ 389.90 = 389.90				
1 only	Emerson TV, Mod #26K14	Serial #2622607	@ 579.95 = 579.95				
1 only	Emerson TV, Mod #55C29	Serial #294034	@ 489.95 = 489.95				
1 only	Emerson TV, Mod #18P45	Serial #2499817	@ 99.90 = 99.90				
1 only	Emerson TV, Mod #18P42	Serial #2388313	@ 104.00 = 104.00				
1 only	Emerson TV, Mod #18P42	Serial #2387503	@ 104.00 = 104.00				
1 only	Emerson TV, Mod #11P50	Serial #2438935	@ 73.90 = 73.90				
1 only	Emerson TV, Mod #15P23	Serial #2537731	@ 89.90 = 89.90				
						<u>\$2,942.40</u>	

Please indicate invoice # and Serial number when remitting for items sold

The undersigned (hereinafter referred to as the "Dealer") hereby grants to NATIONAL WHOLESALE JEWELERS, INC., a corporation (hereinafter referred to as "NATIONAL") a security interest in and full title to and agrees to hold and to continue to hold in trust for NATIONAL, pursuant to all the terms and conditions set out in that certain Security Agreement heretofore entered into between the Dealer and NATIONAL, which Security Agreement is incorporated herein by reference as fully as if set out here at length, the items of personal property described in the above schedule.

IN WITNESS WHEREOF, the undersigned Dealer has executed this Trust Receipt on this the 10th day of September

1968
(Witness:)
Attest: Frank Atkinson

Spann Furniture Company
(Dealer)
By L. D. Severson
L. D. Severson
Its Attorney-In-Fact

Due Date _____
Note No. _____ Page No. _____ ADDRESS PO Box 326, Robertsedale, Alabama

PROMISSORY NOTE

\$ 2942.40

Sep 10, 19 68

Birmingham, Alabama

_____ after date, _____ promise(s) to pay to the order of NATIONAL WHOLESALE JEWELERS, INC., a corporation, Twenty nine hundred forty two & 40/100 - - - - Dollars, for value received with interest from maturity at the rate of 8 % per annum, payable at the office of NATIONAL WHOLESALE JEWELERS, INC. in Birmingham, Alabama.

Payment of the indebtedness evidenced by this note is secured by the foregoing Trust Receipt and by that certain Security Agreement heretofore entered into between the maker hereof and the payee herein, reference to which Trust Receipt and Security Agreement and the terms and conditions thereof is hereby expressly made. The loan evidenced hereby is to cover the price of merchandise delivered by the payee herein to the undersigned, such personal property described in the foregoing Trust Receipt.

The parties liable to pay the indebtedness hereby severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same to be collected or secured by, or any attorney be consulted with reference to, suit or otherwise.

In the event of default by the party or parties hereto under the terms of said Trust Receipt, of said Security Agreement or of any other contract or agreement between the parties hereto and the payee or holder of this note, or in the event of death of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment in a suit or action against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the indebtedness evidenced hereby shall immediately become due and payable, with interest to date, at the option of the holder of this note.

NO _____

DUE _____

Spann Furniture Company

BY _____

L.D. Severson

ITS _____

Attorney In Fact

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 85-05

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Charles Spann

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..... Defendant.....

by National Wholesale Jewelers, Inc.

..... Plaintiff.....

Witness my hand this 9 day of Jan 19 69

Alice J. Luck Clerk

2x/1/27/69

ORIGINAL

No. 8575 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

National Wholesale

Jewelers, Inc.

Plaintiffs

vs.

Charles Spann

Defendants

SUMMONS AND COMPLAINT

Filed FILED 19.....

JAN 9 1969 Clerk

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Robertsdale, Alabama

Received In Office

RECEIVED

19.....

JAN 9 1963

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.C. Barnes Deputy Sheriff

Taylor Wilkins Sheriff

W.C. Barnes Deputy Sheriff

R. Dale