NATIONAI // holesale

Dewelers 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 SEP 7'68 SEP 16'68 SEP 18'68 SEP 25'68 OCT 25'68 NOV 1'68 NOV 1'68	24,585 24,693 24,968 25,049 25,212 26,316 26,318 1,680 Recd che	20.00 -	-1 -1 -1 59.90	2,778.60 * 2,942.40 * 3,387.35 * 3,672.25 * 3,732.15 * 3,672.25 * 4,172.20 * 4,172.20 * 4,152.20 * 4,152.20 * 3,707.25

2 BURROUGHS CORPORATION 82272.7.8

# ORIGINAL

l.

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.

VILTERS, BRANTLEY & NESBIT

BY: Attorney for Plaintiff

969 e MAL

ALIGE J. WOW REGISTER

78J75

### NATIONAL WHOLESALE JEWELERS, INC.

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

# TRUST RECEIPT

ITEM		MAKE		MODEL	NO.	SERIAL	NO.	RELEA	SE PRICE
Color Te	elevision	Emerson		2604	8	2610	521	\$499	9•95
INVOICE NUMBER	DATE	MERCHANDISE VALUE	FLOOR PLAN AMOUNT	DOW PAYM		INTEREST		DOWN PAYMENT NCLUDING INTEREST	DATE PAID
26316	Nov 1.68	3 499 <b>.95</b>	499•95	0		0		0	
eferred to as "he terms and cos incorporated his WITNE 9	NATIONAL''] a se inditions set out i erein by referenc	ter referred to as the security interest in and to the fine that certain Security e as fully as if set out to undersigned Dealer I	full title to and a Agreement herest there at length, has executed this	agrees to hold ofore entered the items of	d and to into betw personal t on this	continue to hold reen the Dealer an property described	in trus d NAT in the day o	of for NATIONAL, IONAL, which Sector above schedule.  Movember	pursuant to all
ue Date				t	,y <u> </u>	D. Severso		ney-In-Fact	0)
lote No	Page No	ADDRESS	Robert	sdale, A	labam	2			
or value received	AL WHOLESALE .			e, r hundre		~		5/100	) to pay to the Dollars, SALE JEWELERS,
ntered into between the interest in the intere	of the indebtedne een the maker he ly made. The loc	ss evidenced by this no reof and the payee her an evidenced hereby is regoing Trust Receipt.	ein, reference to v	the foregoing which Trust Re	ceipt and	Security Agreeme	nt and	the terms and co	nditions thereof
The partie ote, including a therwise.	es liable to pay the reasonable attor	e indebtedness hereby ney's fee, whether the	severally agree to same to be col	pay all cost lected or secu	s of colle red by,	ecting or securing or any attorney b	or att se con:	empting to collect sulted wtih refere	t or secure this ence to, suit or
r agreement bett ng of petition in r action against r on the happen	ween the parties bankruptcy by o any party liable	the party or parties he hereto and the payee or against, filing of app hereon or against any or more of said events, of this note.	or holder of this lication in any co r of the assets of	note, or in th ourt for receiv any such po	e event o er for, o irty liable	f death of, genero issuance of writ hereon, whether	al assig of gar make	inment by, judgm nishment or attac r, endorser, suret	ent against, fil- hment in a suit v or auarantor.
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#### 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 25049 25212	Sep 16'68 Sep 18'68 Sep 25'68	\$444.95 284.90 59.90	\$789 <b>.</b> 75	0	0	<b>0</b>	
L only E	merson TV N	Model #26036 Model #35P01/ Model #19P80 Model #7P50		059 019 2 <b>7</b> 1	@ 444.9 @ 150.0 @ 134.9 @ 59.90	0	PIMT RECORD  Pd 12/10  Pd 10/25

Total- - - \$789.75

IN WITNESS WHEREOF, the undersigned Dealer has executed this Trust Receipt on this the day of 40

1900		
(Witness:)		
Arrest: Frank	atkenson	
- Thenee	action	
Due Date		

Its Attorney-In-Fact

\_ ADDRESS \_\_ Page No. \_\_ Note No. .....

Robertsdale, Alabama

### PROMISSORY NOTE

Sep 25	, 19 <u>68</u>	Birmingham, Alabama		
		after date,		promise(s) to pay to the
order of NATIONAL	WHOLESALE JEWELE	RS, INC., a corporation, Seven h	<u>undred eighty nine a</u>	md 75/100 = Dollars,
for value received w INC. in Birmingham,		sturity at the rate of%	per annum, payable at the offic	e of NATIONAL WHOLESALE JEWELERS,
antored into between	the maker hereof an made. The loan evid	d the payee herein, reference to which lenced hereby is to cover the price of	Trust Receipt and Security Agreem	at certain Security Agreement_heretofore ent and the terms and conditions thereof ree herein to the undersigned, such per-
The parties lie note, including a recotherwise.	able to pay the indeb asonable attorney's f	otedness hereby severally agree to pay iee, whether the same to be collected	all costs of collecting or securing i or secured by, or any attorney	g or attempting to collect or secure this be consulted with reference to, suit or
or agreement betweening of petition in bar	en the parties hereto inkruptcy by or agair by party liable hereor of any one or more	and the payee or holder of this note, ast, filing of application in any court f in or against any of the assets of any of said events, the indebtedness evide	or in the event of death of, gener for receiver for, or issuance of write such party liable hereon, whethe	rity Agreement or of any other contract ral assignment by, judgment against, fil- t of garnishment or attachment in a suit er maker, endorser, surety or guarantor, scome due and payable, with interest to
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#8505

### NATIONAL WHOLESALE JEWELERS, INC.

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

# TRUST RECEIPT

ITEM		MAKE		MODEL NO	. SERIAL N	U. KEL	EASE PRICE
INVOICE NUMBER	DATE	MERCHANDISE VALUE	FLOOR PLAN AMOUNT	DOWN PAYMENT	INTEREST	DOWN PAYMENT INCLUDING INTEREST	DATE PAID
24585B 24693	Sep 4°68 Sep 7°68	2778.60 163.80	2942.40	0	0	0	
L only	Emerson Temerson Teme	TV, Mod #35P02 TV, Mod #26C11 TV, Mod #26C01 TV, Mod #26K14 TV, Mod #55C29 TV, Mod #18P45 TV, Mod #18P42 TV, Mod #18P42 TV, Mod #11P50 TV, Mod #15P23	Serial	PTION #2429162 #2140673 #2048999 #2119817 #2622609 #294034 #2499817 #2388313 #2387503 #2438935 #3537731	@ 389 <b>.</b> 90 = 389	5.00 0.00 9.90 9.95 9.95 9.90 4.00 4.00	DYMT RECOR
	·	العنار المستود المدين			· · · · · · · · · · · · · · · · · · ·	, the second of	
Please indi	cate invoi	ce # and Seria	al number v	hen remitt	ting for items	sold	
referred to as "I the terms and co is incorporated h	NATIONAL'') a seconditions set out in perein by reference	curity interest in and t	Agreement hereto t here at length,	ofore entered into the items of pers	ONAL WHOLESALE JEWEL and to continue to hold in between the Dealer and conal property described in this the 10th described in the 10	NATIONAL, which n the above sched ay of <u>Septer</u>	Security Agreemer

#### PROMISSORY NOTE

_Sep_10			<u>-</u>	m, Alabamo after date,				promise	(s) to pay to th
order of NATIONAL W	HOLESALE JEWE	LERS, INC.,	a corporat		nine hu	ndred for	ty two & 4	-	
for value received with INC, in Birmingham, Ale	interest from n								
Payment of the entered into between this hereby expressly made sonal property described	e maker hereof d de. The loan ev	and the payer videnced here	e herein, r by is to c	reference to wh	nich Trust Rece	ipt and Security	Agreement and t	he terms and	conditions thereo
The parties liable nate, including a reason otherwise.	e to pay the ind nable attorney's	lebtedness he s fee, wheth	ereby sever er the san	rally agree to p ne to be collec	pay all costs of cted or secure	of collecting or d by, or any a	securing or atter trorney be consu	mpting to colle ulted with refe	ect or secure this erence to, suit o
or agreement between	the parties heret	to and the p ainst, filing o	ayee or he	older of this no ion in any cou	ote, or in the rt for receiver	event of death of for, or issuance	of writ of gam	iment by, judg ishment or att	iment against, fi achment in a su
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Plaintiff.....

STATE	OF	ALABAMA
Rai	ldınin	Countu

Circuit Court, Baldwin County

\_\_\_\_\_TERM, 19......

TO ANY SHERIFF OF THE STATE OF ALABAMA:

				S	Cl	narles	Spann		: 6		
You A	re Hereb	Comma	ended /-	io Junine	)II	***************************************	Spann	 		,	
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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.....

	L post				:			
	Charles	Snann				.,	 Defenda	nt
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<b>L.</b> .	Nation	nal Whol	esale	Jewelers,	Inc.		 	
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24/1/27/69

ORIGINAL

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Page.....

# STATE OF ALABAMA

Baldwin County

### CIRCUIT COURT

National Wholesade

Jewelers, Inc.

Plaintiffs

vs.

Charles Spann

Defendants

## SUMMONS AND COMPLAK.T

JAN 9 1969 Clerk

ALES J. DEDIX REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

#### Defendant lives at

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