

STATE OF ALABAMA,
BALDWIN COUNTY.

The plaintiff, Chicago Musical Instrument Company, acting by its agent and attorney, Forest A. Christian, does hereby contest the claim of exemption filed on September 16, 1972, which is signed by the defendants, George W. Forbis and Elizabeth D. Forbis, claiming homestead exemption, does hereby certify that in his belief the claim is excessive in that the defendants, George W. Forbis and Elizabeth D. Forbis did, on May 30, 1968 in that, in making a financial statement which was signed by them, they, in order to obtain credit, did allege and certify that they owned one and one-half acres in Baldwin County, Alabama valued at \$5,000.00 on which was a French Provincial home valued at \$40,000 on which they owed \$20,000.00 and the said does hereby specify this homestead property described above and described in the homestead exemption filed in September 16, 1972 and described as follows:

Begin at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 11, Township 5 South, Range 3 East; run thence West along the Section line 270 feet to a point; run thence Southerly and parallel to the quarter section line 270 feet to a point; run thence Easterly and parallel to the North section line 270 feet to a point; run thence Northerly to the point or place of beginning.

WITNESS my hand and seal this the 22nd of September, 1972.

CHICAGO MUSICAL INSTRUMENT
COMPANY

BY: *Forest A. Christian*
Agent and attorney of record

Sworn to and subscribed before me
this 22nd day of September, 1972.

Era Mae Bullock
Notary Public, Baldwin County, Alabama
Era Mae Bullock

Notary Public
Baldwin County, Alabama
My Commission Expires Jan. 5, 1975

cc: *Conner Owens, Esq., Bay Minette, Alabama*

FILED

SEP 25 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

FOREST A. CHRISTIAN
Attorney At Law
P. O. DRAWER 190
FOLEY, ALABAMA 36535

STATE OF ALABAMA)
BALDWIN COUNTY)

That we, GEORGE W. FORBIS and ELIZABETH D. FORBIS, husband and wife, both residents of Baldwin County, Alabama, do hereby claim the following described property, viz:

Begin at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 11, Township 5 South, Range 3 East; run thence West along the Section line 270 feet to a point; run thence Southerly and parallel to the quarter section line 270 feet to a point; run thence Easterly and parallel to the North section line 270 feet to a point; run thence Northerly to the point or place of beginning,

as a homestead to us, exempt from levy, seizure and sale under execution of levy and particularly do we claim the same as a homestead exemption against an execution levied by Chicago Musical Instrument Company on the above described property, said levy being based on judgment secured on August 23, 1971, in the August Term of the Circuit Court of Baldwin County, Alabama; and

We do claim the same constitutes our homestead and residence and that no other land is owned by us.

WITNESS our hands and seals this 16th day of September, 1972.

George W. Forbis (SEAL)
George W. Forbis.

Elizabeth D. Forbis (SEAL)
Elizabeth D. Forbis.

Sworn to and subscribed before me
this 16 day of September, 1972.

Julia D. Hadley
Notary Public, Baldwin County, Alabama.

My Commission Expires January 25, 1975

FILED

SEP 25 1972

EUNICE B. BLACKMON CIRCUIT CLERK

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

SEP 19 1972 230 PM

and that no tax was collected. Recorded in

Book 7 Shirley D. Hill
Page 21 Judge of Probate

By Shirley D. Hill

BOOK 7 PAGE 21

CHICAGO MUSICAL INSTRUMENT
CO., a Delaware Corporation,

Plaintiff,

vs.

GEORGE W. FORBIS and ELIZABETH
D. FORBIS, jointly and severally,
d/b/a BALDWIN COUNTY MUSIC
STUDIOS of Robertsedale, Alabama,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

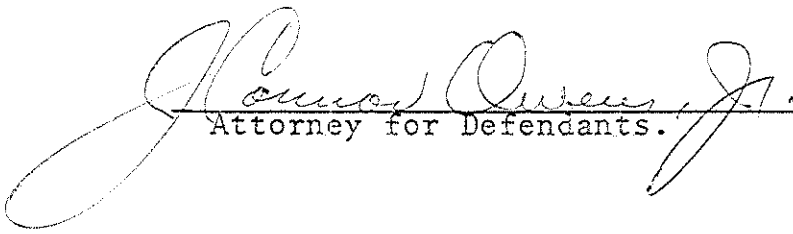
AT LAW.

NO. 8663

ANSWER:

Now come the Defendants in the above styled cause, separately and severally, and for answer to the complaint heretofore filed against them and to each count thereof, separately and severally say:

1. Not guilty.


Attorney for Defendants.

I, the undersigned, Attorney of Record for the Defendants in the above styled cause, do hereby certify that I have caused a copy of the foregoing answer to be served on Forest A. Christian, the Attorney of Record for the Plaintiff in said cause, by placing the same in the United States Mail, properly addressed, with postage prepaid, this 23rd day of April, 1969.


FILED

APR 24 1969

ALICE J. DUCK CLERK
REGISTER

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

July 23, 1970

Hon. Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama 36507

Re: Chicago Musical Instrument Co.
Vs: George W. Forbis, et al.
Case No. 8663

Dear Judge Mashburn:

Due to my illness in the past year, Connor Owens Defendant's attorney, and I have been unable to reach an agreement on this case.

I am still unable to proceed with this case which may need interrogatories, etc. I have had Kenneth Cooper talk with Connor several times but have been unable to reach an agreement on this substantial case.

I understand that Connor is out of town so cannot discuss this case with him. Please continue case. I am sending copy of this letter to Connor and to Kenneth for their information.

Cordially yours,


FOREST A. CHRISTIAN

Please attach to docket sheet.

SUMMONS

APR 17 1969

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA,)

COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons GEORGE W. FORBIS and ELIZABETH D. FORBIS, jointly and severally, d/b/a BALDWIN COUNTY MUSIC STUDIOS of Robertsedale, Alabama, 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, Alabama, at the place of holding same by CHICAGO MUSICAL INSTRUMENT CO., a Delaware Corporation.

WITNESS my hand this the 17 day of April, 1969.

Alice J. Duck
Clerk

** ** *

COMPLAINT

CHICAGO MUSICAL INSTRUMENT	X	
CO., a Delaware Corporation,	X	
	X	IN THE CIRCUIT COURT OF
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS.:	X	AT LAW
GEORGE W. FORBIS and ELIZABETH	X	
D. FORBIS, jointly and sever-	X	
ally, d/b/a BALDWIN COUNTY	X	
MUSIC STUDIOS of Robertsedale,	X	
Alabama,	X	
	X	
DEFENDANTS.	X	

COUNT I:

The Plaintiff claims of the Defendants THREE THOUSAND TWO HUNDRED NINETY-ONE & 48/100 DOLLARS (\$3,291.48), due by promissory waive note made by them on the 23rd day of September, 1968, and payable on the 23rd day of October, 1968, with interest thereon,

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be 10%. Said promissory note provides "We also agree that if any proceedings are commenced to collect this note by process of law ten per cent shall be allowed and included in any subsequent judgment thereon as attorney's fees." A copy of said promissory note is attached.

COUNT II:

The Plaintiff claims of the Defendants TWO THOUSAND NINE HUNDRED TWENTY-TWO & 21/100 DOLLARS (\$2,922.21), due from them by account on, to wit: the 23rd day of September, 1968, which sum of money, with interest thereon, is still unpaid.

COUNT III:

The Plaintiff claims of the Defendants TWO THOUSAND NINE HUNDRED TWENTY-TWO & 21/100 DOLLARS (\$2,922.21), due from them on account stated between the Plaintiff and the Defendant on,

to wit: the 23rd day of September, 1968, which sum of money, with interest thereon, is still unpaid.

COUNT IV

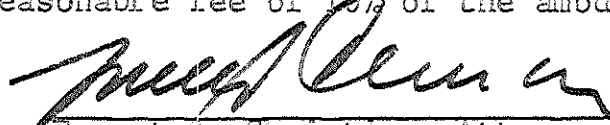
The Plaintiff claims of the Defendant TWO THOUSAND NINE HUNDRED TWENTY-TWO & 21/100 DOLLARS (\$2,922.21), due from them for merchandise, goods and chattels sold by the Plaintiff to the Defendants on, to wit: the 23rd day of September, 1968, which sum of money, with interest thereon, is still unpaid.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 13th day of March, 1969.

The Defendants also executed a Personal Guaranty on 10 June, 1968, which among other things agreed as follows:

"Undersigned further agrees to pay you all costs and expenses, including reasonable attorney fees, incurred by you in endeavoring to obtain or enforce payment on such instruments."

A copy of said Personal Guaranty is attached as an exhibit. Plaintiff claims of the Defendants, a reasonable fee of 10% of the amount of claim.



Forest A. Christian, Attorney for
the Plaintiff

Defendants' Address:

Loxley, Alabama

24/4/18/69

CHICAGO MUSICAL INSTRUMENT CO.



7373 N. CICERO AVE. • LINCOLNWOOD, ILLINOIS 60646 • PHONES: INDEPENDENCE 3-5616 • ORCHARD 5-2000 • CABLE ADDRESS "CMICO"

AMOUNT \$ 3291.58

DATE 9/23/68

At the dates mentioned, for value received we promise to pay to the order of Chicago Musical Instrument Co. a Delaware Corporation, the sum of Three thousand two hundred ninety one dollars and 58/100 which includes a carrying charge at the rate of 1/2 of 1% per month in the following installments:

\$ 274.29..on.10/23/68....	\$ 274.29..on.2/23/69....	\$ 274.29..on.6/23/69....
\$ 274.29..on.11/23/68....	\$ 274.29..on.3/23/69....	\$ 274.29..on.7/23/69....
\$ 274.29..on.12/23/68....	\$ 274.29..on.4/23/69....	\$ 274.29..on.8/23/69....
\$ 274.29..on.1/23/69....	\$ 274.29..on.5/23/69....	\$ 274.29..on.9/23/69....

It is hereby expressly agreed that upon default in payment of any one of said installments, which default shall extend over a period of more than ten days, then all subsequent installments on this note, with interest, shall at once become due and payable at the option of the legal holder thereof without demand or notice, demand and notice being hereby expressly waived. The makers, endorsers and all guarantors of this note severally waive demand, protest, and presentation for payment and notice of non-payment and protest, and also waive any and all defenses on the ground of any extensions or partial payment which may be granted or accepted by the holder before or after the maturity of this note or any part thereof.

We also agree that if any proceedings are commenced to collect this note by process of law ten per cent shall be allowed and included in any subsequent judgment thereon as attorney's fees.

BALDWIN CO. MUSIC STUDIO
P.O. Box 326
Robertsdale, Al. 36567

George W. Fisher

PERSONAL GUARANTY

10 June 1968

TO: CHICAGO MUSICAL INSTRUMENT CO., a Delaware Corporation.

In consideration of your extending credit to, or the purchase of,
any contract, mortgage, lease, security agreement, or commercial
paper from Balwin County Music Studios

of Robertsdale Alabama, hereinafter called
dealer and/or in consideration of your purchase from third parties
of notes or trust receipts signed by the dealer, the undersigned
hereby guarantees to you the performance and payment at maturity
of any and all such credits, contracts, mortgages, leases, security
agreements, notes, trust receipts, or commercial paper heretofore
or hereafter purchased by you, by all persons who may be obligated
thereon in any capacity.

"Undersigned further agrees to pay you all costs and expenses,
including reasonable attorney fees, incurred by you in endeavoring
to obtain or enforce payment on such instruments."

Undersigned further guarantees the faithful performance of any and
all written agreements now existing or which may hereafter be
entered into between you and dealer.

This guaranty is unlimited in amount, and continuing and to remain

in force until written notice of the undersigned's withdrawal is served upon you at your office at 7373 North Cicero Avenue, Lincolnwood, Illinois 60646. It is understood that any such withdrawal shall not be effective as regarding any transaction made prior thereto.

Undersigned hereby waives notice of non-payment, protest and demand. Undersigned waives notice of the acceptance of this guaranty. You may accept additional collateral, extend times of mortgage, lease, security agreement, note, trust receipt, or commercial paper without notice to the undersigned. Undersigned waives any demand upon dealer by you and any notice of non-performance or breach of any agreement. This guaranty shall not be discharged or affected by death; but it shall bind, and its benefits shall accrue to, the respective heirs, executors, administrators, assigns and successors of the parties. The parties intend that the law of the State of Alabama shall govern this transaction, where the acceptance shall be deemed to have been given. If this Guaranty is executed by two or more persons all obligations shall be joint and several.

WITNESS:

Charles Spann
CHARLES SPANN NOTARY PUBLIC
STATE AT LARGE
MY COMMISSION EXPIRES 9-8-69

Leary H. Tarbis
(Name)

Leary H. Tarbis
(Address)

Box 326

Robertsdale, Alabama - 36567

State of ILLINOIS }
 _____ of _____ } ss.
 County of COOK }

MILTON A. ERICKSON

being duly sworn, do depose and say, that he is ASSISTANT SECRETARY
CHICAGO MUSICAL INSTRUMENT CO.; *that the annexed statement of the account of*
BALDWIN CO MUSIC STUDIOS
lately doing business at ROBERTSDALE *in the State of*
ALABAMA *is just, true and correct; that there is now due*
the sum of THREE THOUSAND TWO HUNDRED TWENTY-TWO & 33/100- *Dollars,*
that no part thereof has been paid or satisfied, and that there are no set-offs, or counter claims thereto
to the knowledge or belief of deponent.

Milton A. Erickson

Subscribed and Sworn to before me this

13TH day of MARCH 19.69
Russell H. Wolfe
 My Commission Expires Nov. 9, 1969

STATEMENT

CHICAGO MUSICAL INSTRUMENT CO.

7373 NORTH CICERO AVENUE • LINCOLNWOOD, CHICAGO, ILLINOIS 60666 • PHONES: INDEPENDENCE 3-5616 • ORCHARD 5-2000



SOLD TO

BALDWIN CO MUSIC STUDIOS
P O BOX 326
ROBERTSDALE AL

DATE

481000 02/25/9

36567 6-48

BEGINNING BALANCE				+ CHARGES			- PAYMENTS		- CREDITS		ENDING BALANCE	
INVOICE NUMBER	AC	TERMS	PC	MO.	DAY	YR.	DATING	CURRENT	UNAPPLIED CREDITS	PAST DUE	TOTAL AMOUNT	
002442	2	999	38	07	29	8						
003976	2	999	38	07	31	8				1670.25		1670.25
010058	3	999	38	08	28	8				141.25		141.25
C01533	1	999	38	09	28	8				267.50		267.50
018638	6	999	38	10	07	8			254.80-			254.80-
021622	4	999	38	10	17	8				128.64		128.64
000000		999		10	23	8				154.25		154.25
024360	5	999	38	10	27	8				274.29		274.29
024385	5	999		10	27	8				749.50		749.50
025479	5	999	38	10	28	8				10.89		10.89
000000		999		11	23	8				154.25		154.25
033321	6	999		11	27	8				274.29		274.29
C03089	1	999	38	12	13	8				10.89		10.89
000000		999		12	23	8			122.32-			122.32-
041964	7	999		12	30	8				274.29		274.29
000000		999		01	23	9				11.91		11.91
000000		999		02	23	9				274.29		274.29
000000		999		03	23	9	274.29	274.29				274.29
000000		999		04	23	9	274.29					274.29
000000		999		05	23	9	274.29					274.29
000000		999		06	23	9	274.29					274.29
000000		999		07	23	9	274.29					274.29
000000		999		08	23	9	274.29					274.29
000000		999		09	23	9	274.29					274.29
TOTALS						1920.03			377.12-		6,213.69	
1% DISCOUNT 274.29		2% DISCOUNT		CURRENT NET		274.29		4396.49		TOTAL BALANCE		

SEE REVERSE SIDE FOR EXPLANATION OF STATEMENT AND TERMS CODES

8663

SUMMONS AND COMPLAINT

CHICAGO MUSICAL INSTRUMENT, CO., a
Delaware corporation,

PLAINTIFF,

VS:

GEORGE W. FORBIS and ELIZABETH D.
FORBIS, jointly and severally,
d/b/a BALDWIN COUNTY MUSIC STUDIOS
of Robertsedale, Alabama,

DEFENDANTS.

LAW OFFICE OF
FOREST A. CHRISTIAN
(205) 943-2201
P. O. DRAWER 190
FOLEY, ALABAMA 36535

and on 18 day of March 1968
at a court of the county of Baldwin
on George W. Forbis &
Elizabeth D. Forbis
By service on
TAYLOR WILKINS, Sheriff
Baldwin

Sheriff claims \$80.00
Ten Cents per mile Total \$ 8.00
TAYLOR WILKINS, Sheriff
BY Deputy Sheriff