

NOTICE TO DEFENDANTS

WILLIAM W. CHANCEY, d/b/a X IN THE CIRCUIT COURT OF
ELECTRONIC PRODUCTS, X
Plaintiff, X BALDWIN COUNTY, ALABAMA
vs., X
X AT LAW
EDDIE BROWN and X
ORA LEE BROWN, X
Defendants. X CASE NUMBER: 8685

TO: EDDIE BROWN AND ORA LEE BROWN:

Take notice that upon the written request of C. LeNoir Thompson, Attorney for the Plaintiff, filed in this Court in this cause, you are commanded to file in this court within thirty days from the service of this notice a statement in writing under oath, of all your assets, including money, choses in action, notes, bonds and accounts, and all other property, real, personal or mixed or any interest therein, including wages due or payable, with a detailed description of same, the location and reasonable value of each item thereof, together with a detailed list or statement of any and all liens, mortgages or incumbrances thereon showing the amounts due upon each, and the owner or holder of such liens, incumbrances or mortgages.

Be governed accordingly.

Dated this 29 day of December, 1969.

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

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

YOU ARE HEREBY COMMANDED to serve a copy of the above notice upon Eddie Brown and Ora Lee Brown, and make due return thereon, according to law.

WITNESS my hand this 29 day of December, 1969.

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

8685

Wm. W. Chancey

vs.

Eddie Brown +
Una Lee Brown

Notice Writ of
Discovery

C. L. Thompson

Received 30 day of Dec 1967
and on _____ day of _____ 19____
I served a copy of the within return of disc
Eddie Brown
Una Lee Brown
by service on _____

TAYLOR WILKINS, Sheriff

By _____ D. S.

Returned 4 day of Feb 1970
Not found in my county after diligent search and in-
quiry.
By W. A. Stogler Sheriff
Deputy Sheriff

WRIT OF DISCOVERY

WILLIAM W. CHANCEY, d/b/a
ELECTRONIC PRODUCTS,

Plaintiff,

vs.,

EDDIE BROWN and
ORALLEE BROWN,

Defendants.

X

X

X

X

X

X

X

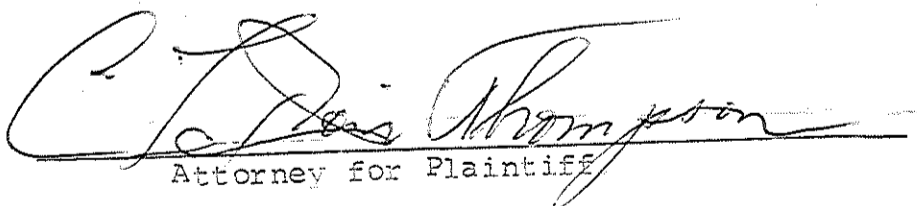
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NUMBER: 8685

The plaintiff herein having recovered on the 16th day of October, 1969, a judgment against the defendants in the above styled cause for the sum of Six Hundred Fifty-two Dollars (\$652.00) and costs in the sum of Eighteen Dollars (\$18.00) and such execution having been returned endorsed by the Sheriff of the County of Baldwin, State of Alabama, "no property found", the plaintiff now requests in writing that the Clerk of this Court will issue a notice to the above named defendants requiring them, within thirty days from the service of such notice, to file in this cause, a statement in writing, under oath, of all of their assets of every kind, character and description and wheresoever located as provided by Code 1940, Title 7, Section 903.


Attorney for Plaintiff

FILED

DEC 29 1969

ALICE J. DUCK CLERK
REGISTER

Vol 62 Pg 297 A

WILLIAM W. CHANCEY, d/b/a
ELECTRONIC PRODUCTS,

Plaintiff,

vs.,

EDDIE BROWN and ORA LEE BROWN,

Defendants.

Equity No.

Defendants may be served at:
506 Abernathy, Bay Minette,
Alabama

WILLIAM W. CHANCEY, d/b/a
ELECTRONIC PRODUCTS

Plaintiff

vs

EDDIE BROWN and
ORA LEE BROWN

Defendants

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 8685

-1-

The plaintiff claims of the defendants the sum of Four Hundred Ninety-six and no/100 (\$496.00) Dollars being the balance due and unpaid of a promissory waive note in the amount of Five Hundred Ninety-five and 20/100 (\$595.20) Dollars drawn by the defendants on the 17th day of December, 1966, payable to Baldwin County Bank in 24 installments of \$24.80 each, the first installment being due the 25th day of January, 1967, and on the 25th day of each succeeding month until fully paid; with the total unpaid amount becoming due on the failure of defendants to pay any of the individual payments, and the said payments not being paid as they matured, by the said defendants, said note endorsed by the plaintiff was charged back to the account of the plaintiff herein by the Baldwin County Bank and is owned by the said plaintiff.

Whereas, said note in the balance due amount of Four Hundred Ninety-six and no/100 (\$496.00) Dollars with interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant a reasonable attorney fee as provided in the said promissory waive note.


Attorney for plaintiff.

FILED

APR 30 1969

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 Summon EDDIE BROWN and ORA LEE BROWN

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.....

EDDIE BROWN and ORA LEE BROWN....., Defendant.....

by WILLIAM W. CHANCEY, d/b/a ELECTRONIC PRODUCTS

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

Witness my hand this.....30th.....day of.....April.....1969.....

Alice J. Luck Clerk

No. 8685 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

William W. Chancey
Hla-Electronic Products
Plaintiffs

vs.

Eddie Brown +
Ora Lee Brown Defendants
SUMMONS AND COMPLAINT

Filed April 30 1969
Alice J. Huebner Clerk

C. L. Thompson
Plaintiff's Attorney

Defendant's Attorney

RECEIVED

MAY 1 1969

Defendant lives at

Received In Office

..... 19.....

..... Sheriff

I have executed this summons

this May 2 1969
by leaving a copy with

Ora Lee Brown
Eddie Brown

Lylo W. Perkins Sheriff
W. A. Zolbert Deputy Sheriff

NOTICE TO DEFENDANTS

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ELECTRONIC PRODUCTS, X
Plaintiff, X BALDWIN COUNTY, ALABAMA
vs., X
X AT AT LAW
EDDIE BROWN and X
ORA LEE BROWN, X
Defendants. X CASE NUMBER: 8685

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Be governed accordingly.

Dated this 29 day of December, 1969.

Alice J. Luck
Clerk, Circuit Court, Baldwin County, Alabama

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

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Alice J. Luck
Clerk, Circuit Court, Baldwin County, Alabama

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ELECTRONIC PRODUCTS,	X	
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
vs.,	X	
EDDIE BROWN and	X	AT AT LAW
ORA LEE BROWN,	X	
Defendants.	X	CASE NUMBER: 8685

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Dated this 29 day of December, 1969.

Alice J. Luck
Clerk, Circuit Court, Baldwin County, Alabama

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETINGS:

YOU ARE HEREBY COMMANDED to serve a copy of the above notice upon Eddie Brown and Ora Lee Brown, and make due return thereon, according to law.

WITNESS my hand this 29 day of December, 1969.

Alice J. Luck
Clerk, Circuit Court, Baldwin County, Alabama

To ELECTRONIC PRODUCTS
(Corporate, Firm or Trade Name of Dealer)
Address Box 37
Town and State Stockton ALA

Name of Purchaser EDDIE BROWN
(Print)
Street 506 ABERNATHY
City BAY MINETTE State ALA

[illegible]

(1) TOTAL CASH PRICE (Including Tax) 20.70 2400.70 (2)

(2) Cash 20.00 40.70 (2)

Trade 20.00 500.00 (3)

(3) DEFERRED BALANCE disc - 73.30 C/2 11.90 833.20 95.20 (4)

(4) Finance Charges, Recording, Insurance disc - 73.30 C/2 11.90 833.20 95.20 (4)

(5) TIME BALANCE 24 595.20 595.20 (5)

payable in 24 installments of \$ 24.80 each, except the final installment which shall be \$ 24.80; the first installment shall be due on 25 JANUARY 1967 after date hereof, and one of such remaining installments shall be due on the 25th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

If payments are not made within fifteen days after due date, buyer agrees to pay late charges of 5c per dollar, or fraction thereof, in addition to the installments shown above. Buyer further agrees to pay in addition to the above all collection cost incurred by his failure to pay any installment promptly.

After thorough examination, I hereby buy and accept delivery of the foregoing chattels, to be kept and/or installed at 506 E. BERNING
Box 1196 NE (Number and Street)
DALE (County) ALA (State), and I will pay you therefor the total time price provided herein.
(City or Town)
Title to said chattels shall remain in you until I have paid in cash all amounts owing hereunder. Any extension or assignments of this contract or extensions or negotiations of said note shall not waive any provisions herein contained.
Said chattels shall remain personal property and nothing shall prevent you from removing same, or so much thereof as you in your sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.

I shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of said chattels, nor permit nor suffer any lien, encumbrance or charge against said chattels. The chattels herein referred to shall at all times be at my risk and loss and any loss, injury or destruction of said chattels shall not operate in any manner to release me from payment as herein provided. You or your assigns are hereby authorized to procure and maintain for my (our) account, during the life of this contract, insurance on said chattels of such types, amounts and in such companies as you may deem advisable.

Should the insurance on said chattel be cancelled for any reason whatsoever, and should I fail, within five days after being given written notice of such cancellation, to provide substitute insurance of the type and in companies and amounts satisfactory to you or your assigns, the full amount unpaid hereunder, including any note given, may, at your option, become due and payable forthwith and you or your assigns may, without any previous notice or demand of performance, and without legal process, enter any premises where said chattel may be found and take possession thereof, after which you may at your option, make such disposition of said chattel as you shall deem fit, and all payments made by me (us) shall be retained by you as liquidated damages for the use of said chattel while in my (our) possession, and not as a penalty.

Should I fail to pay said indebtedness or any part thereof when due, or breach this contract, or should you feel yourself or said chattels insecure, or if any execution or writ be levied on the chattels described herein or on any of my property, or a receiver thereof is appointed, or if a petition under the Bankruptcy Act or any Amendment thereof should be filed by or against me, the entire unpaid balance shall at once become due and payable at your election, and you may without notice or demand, by process of law or otherwise, take possession of said chattels wherever located, and retain all money paid thereon for the reasonable use of said chattels and I will pay for necessary repairs because of damage thereto; or you may sell the same at public or private sale and apply the proceeds, after deducting expenses, liens and a reasonable attorney's fee paid or incurred by you, to the payment of said note and interest, and pay me the surplus, if any, or in case of a deficiency I will pay you the same at once. I waive all claims, damages and demands against you arising out of the repossession, retention, reparation and sale as aforesaid. And in event of a sale of said property at public sale, such sale may be held after having given ten days notice of the time, place and terms of sale by posting written notice in the courthouse of said county and I hereby waive any requirement that said property be present at the place of sale.

Any action to enforce payment of said note shall not waive any of your rights hereunder. Any indulgence granted me shall not constitute a waiver of any of your rights. Time is the essence of this contract. Any part of this contract may be assigned and/or said note may be negotiated without notice to me and when assigned and/or negotiated shall be free from any defense, counterclaim or cross complaint by me.

This contract shall apply to, inure to the benefit of, and bind your and my heirs, executors, administrators, successors and assigns, and I acknowledge the receipt of a true copy thereof. Undersigned will pay said note irrespective of any imperfections in the chattels or any branch of alleged representations. You and your assigns are authorized to correct patent errors in said contract and any other papers executed by Undersigned in connection therewith.

are authorized to correct patent errors in said contract and any such paper contract is

Executed this _____ day of _____, 19____.

Witness: _____

Witness: _____

Accepted by _____ (Seal)

_____ (Purchaser Sign Here)

_____ (Purchaser Sign Here)

_____ (Seal)

_____ (Seal)

DEALER MUST EXECUTE ASSIGNMENT ON THE REVERSE SIDE HEREOF

This Note Given in Connection with Conditional Sale Contract of Even Date

\$ 583.70 595.70 Stockton ALA 17 DEC 19 66
 (Total Amount of Note) (City) (State) Date
 For value received, the undersigned promises to pay to the order of ELECTRONIC PRODUCTS
 (Dealer)
 the sum of Five hundred twenty three and 20/100 Dollars,
 payable in 24 installments of \$ 24.80 each, except the final installment which shall be 24.80; the first install-
 ment shall be due on 25th JAN 19 67 after date hereof, and one of such remaining installments shall be due on the 25th

day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

If payments are not made within fifteen days after due date, buyer agrees to pay late charge of 5c per dollar or fraction thereof, in addition to the installments shown above.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself hereby severally waive as to this debt, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, and severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee and severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party.

NEGOTIABLE AND PAYABLE AT THE OFFICE OF

BALDWIN COUNTY BANK

DAY MINETTE, ALABAMA

LOG

payments are not made within fifteen days after due date, buyer agrees to pay late charge of 5c per dollar or fraction thereof, in addition to the installments shown above. In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against, application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party on the happening of any one or more of said events, the holder of this note shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself hereby severally waive as to this debt, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, and severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee and severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice or of consent to such action, without release of liability as to any such party.

Edwin E. Brown
(Signature of Purchaser)

Orin Lee Brown
(Signature of Purchaser)

Electronic Products
(Corporate, Firm or Trade Name of Dealer)

Address Box 37

Street 206 HEBER NATHAN
City BAY MINETTE State ALA

Model No.	Year Model	Serial No.	Description of Article	New or Used	Manufacturer	Cash Price
B713266	66		TELEVISION	N	MOTOROLA	\$19.95
B165	66	697133	REFRIGERATOR	N	GENERAL ELECTRIC	\$99.95
					Tax	\$0.80

DEFERRED BALANCE		500.00	(2)
Finance Charges, Recording, Insurance	disc - 73.30 1/2 11.90	83.20 95.20	(3)
TIME BALANCE	211	583.70 595.20	(4)
	211		(5)

able in 24.36 installments of \$ 24.36 each, except the final installment which shall be 24.36; the first installment shall be due on 25 JANUARY 1967, after date hereof, and one of the remaining installments shall be due on the 25th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

Buyer further agrees to pay in addition to the above all collection cost incurred by his failure to pay any installments promptly.

After thorough examination, I hereby buy and accept delivery of the foregoing chattels, to be kept and/or installed at 506 ABERNETHY
(City or Town) (County) (State) ALA, and I will pay you therefor the total time price provided herein.

Title to said chattels shall remain in my until I have paid in cash all amounts owing hereunder. Any extension or assignments of this contract or extensions negotiations of said note shall not waive any provisions herein contained.

Said chattels shall remain personal property and nothing shall prevent you from removing same, or so much thereof as you in your sole discretion may determine, on any premises to which they may be attached, upon any breach of this contract.

shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of said chattels, nor permit nor suffer any lien, encumbrance or charge against said chattels. The chattels herein referred to shall at all times be at my risk and loss and any loss, injury or destruction of said chattels shall not be my responsibility. I shall not be responsible for the loss, injury or destruction of said chattels in any manner to release me from payment as herein provided. You or your assigns are hereby authorized to procure and maintain for my (our) account, during the life of this contract, insurance on said chattels of such types, amounts and in such companies as you may deem advisable.

should the insurance on said chattel be cancelled for any reason whatsoever, and in such companies as you may deem advisable, provide substitute insurance of the type and in companies and amounts satisfactory to you or your assigns, the full amount unpaid hereunder, including any note or promissory note, may, at your option, become due and payable forthwith and you or your assigns may, without any previous notice or demand of performance, and without legal process, enter any premises where said chattel may be found and take possession thereof, after which you may at your option, make such disposition of said chattel as you may deem fit, and all payments made by me (us) shall be retained by you as liquidated damages for the use of said chattel while in my (our) possession, and as a penalty.

Should I fail to pay said indebtedness or any part thereof when due, or breach this contract, or should you feel yourself or said chattels insecure, or if any lien or writ be levied on the chattels described herein or on any of my property, or a receiver thereof is appointed, or if a petition under the Bankruptcy Act or any Amendment thereof should be filed by or against me, the entire unpaid balance shall at once become due and payable at your election, and you may without notice or demand, by process of law or otherwise, take possession of and sell the said chattels and the life of said chattel while in my (your) possession, and as a penalty.

and, or demand, by process of law or otherwise, take possession of said chattels wherever located, and retain all moneys paid thereon for the reasonable use of said chattels and I will pay for necessary repairs because of damage thereto; or you may sell the same at public or private sale and apply the proceeds, after deducting a reasonable attorney's fee paid or incurred by you, to the payment of said note and interest, and pay me the surplus, if any, or in case of a deficiency I will pay you the same at once. I waive all claims, damages and demands against you arising out of the foregoing.

And in event of a sale of said property at public sale, such sale may be held after having given ten days notice of the time, place and terms of sale by writing written notice in the courthouse of said county and I hereby waive any requirement that said property be present at the place of sale.

My action to enforce payment of said note shall not waive any of your rights hereunder. Any indulgence granted me shall not constitute a waiver of any of your rights. Time is the essence of this contract. Any part of this contract may be assigned and sold without notice.

My time is the essence of this contract. Any part of this contract may be assigned and/or said note may be negotiated without notice to me and when assigned and/ executed shall be free from any defense, counterclaim or cross complaint by me, this contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto, and I acknowledge the receipt of this contract shall apply to, inure to the benefit of, and bind you and my heirs, executors, administrators, successors and assigns, and I acknowledge the receipt

true copy thereof. Undersigned will pay said note irrespective of any imperfections in the chattels or any breach of alleged representations. You and your assigns authorized to correct patent errors in said contract and any other papers executed by Undersigned in connection therewith.

Witness my hand and seal this 10 day of _____ 19____

Edgar Brown