Our File No. 69-125

Your File No.

Law Offices

E. G. RICKARBY 35 SOUTH SECTION STREET FAIRHOPE, ALABAMA 36532 Code 295 Telephone: 928-9836

Mailing Address P. O. BOX 471

March 11, 1970

Mrs. Alice J. Duck Clerk of the Circuit Court Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Arthur Fulmer versus Parkway Truck Stop
(Vernon E. Hastings)
Case No. 8786

We just received information to the effect that Mr. Hastings is in the process of reopening his business on the Causeway.

We would appreciate another attempt to obtain service in this case. If Summons & Complaint has been returned to your office can you please issue an alias Summons & Complaint and hand it with this letter to the Sheriff.

Yours very truly,

DAB/jlb

ce: C. S. T. Company

Dup.

4-1-70

Law Offices

Our File No. <u>39</u>-125

Your File No. ____

E. G. RICKARBY

35 SOUTH SECTION STREET FAIRHOPE, ALABAMA 36532 CODE 205 Telephone: 928-9826

Mailing Address P. O. BOX 471

July 3, 1969

Mrs. Alice J. Duck Clerk of the Circuit Court Bay Minette, Alabama 33507

Dear Mrs. Duck:

Inre: Arthur Fulmer vs. Parkway Truck Stop & Cafe

Enclosed find Summons & Complaint in the above-styled cause, together with itemized and verified statements of account and check for \$25.00 costs.

Please process and oblige, and have Sheriff advise when debtor has been served.

Thanks:

Yours very truly,

EGR/jlb

Encl.

cc: Forwarder

Dup.

7-17-69

8786

Our File No. 69-125
Your File No.

Law Offices

E. G. RICKARBY 35 SOUTH SECTION STREET FAIRHOPE, ALABAMA 36532 Code 205 Telephone:928-9836

Mailing Address P.O. Box 471

August 7, 1970

Mrs. Alice J. Duck Clerk of the Circuit Court Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Arthur Fulmer vs. Parkway Truck Stop (Vernon E. Hastings) Case No. 8786

This case has been dismissed. Please return unused costs.

Yours very truly,

EGR/jc

cc: Forwarder

(quq)

8-17-70

STATE OF ALABAMA,	CIRCUIT COURT, BALDWIN COUNTY,
COUNTY OF BALDWIN.	NO.
TO ANY SHERIFF OF THE STATE OF ALABAM	fA:
You are Hereby Commanded to Sum	mon VERNON E. HASTINGS, Individually
and doing business as PARKWAY TRUCK S	STOP & CAFE,
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, aga	inst VERNON E. HASTINGS, Ind., and
doing business as PARKWAY TRUCK STOP	& CAFE , defendant
by ARTHUR FULMER, A Corporation,	
Plaintiff.	
WITNESS my hand this day o	1 July , 1969.
	Click T. Duck
	ADICE J. DUCK, CIGER.
ARTHUR FULMER, a Corporation,	X
	X
Plaintiff,	IN THE CIRCUIT COURT OF
	BALDWIN COUNTY, ALABAMA,
VERNON E. HASTINGS, Ind., & d/b/a PARKWAY TRUCK STOP & CAFE,	X AT LAW.
Defendant	X 8 10 5
	A 77 37 03
COMPL	AINI
Coun	t I.
The Plaintiff claims of the De	fendant TWO HUNDRED SIXTY AND 56/100
(\$260.56)	DOLLARS due from him
by account, on, to-wit, the 24th day	of July , 19 68, which
sum of money with the interest thereo	n is still unpaid. The account sued
on is evidenced by an itemized and ve	rified statement filed herewith.
Coun	t II.
The Plaintiff claims of the Def	endant the sum of TWO HUNDRED SIXTY
AND 56/100 (\$260.56)	DOLLARS due from

him by account stated between the Plaintiff and the Defendant on,

to-wit, the 24th day of July , 19 68 , which sum of money

with the interest thereon is still unpaid.

Continued, Summons & Complaint:

Arthur Fulmer vs. Parkway Truck Stop.

Count III.

	The P	laintifí	claims of	the De	efenden	t the	sum of	TWO I	HUNDRED	SIXTY
AND	56/100	(\$260.56)					D	OLLARS	due
The commence of the	ps	areas.	chandise,							
to t	he Defe	ndant be	tween the	24th c	day of_	May	West and the second second	Alangii (allonive 1977 (1974) Aschi	, 19 <u>68</u>	***************************************
and	the 241	th day of_	July		_, 19_	68 ,	which	sum of	money	with
the	interes	t thereor	is still	unpaid	i.					

E. G. RICKARBY, Attorney Plaintiff.

Defendant's address is:

Parkway Truck Stop & Cafe Star Route, Box 6 Daphne, Alabama 36526

JUL 7 1969

JUL 7 CLERK REGISTER

DO NOTWELL HERE 311 S. 14th St. ST. LOUIS, MO. 229 W. Moroheod St. CHARLOTTE, N.C. ARTHUR FULMER DO NOT INDIANAPOLIS, IND. MANUFACTURER - DISTRIBUTOR AUTOMOTIVE INTERIOR PRODUCTS 950 S. 3rd St. 1415 N. Gronge LOUISYILLE, KY. ORLANDO, FLORIDA 2500 Main St. DALLAS 24, TEXAS 260 MONROE AVE. & MEMPHIS, TENN. 38101 1109 Chenevert HOUSTON, TEXAS STORE CUSTOMER ORDER NO ACCOUNT NO. TOWN CHARGE TO COLLECT VIA TERMS, REGULAR PREPAID MATERIAL MATERIAL 0 8 0 4 5 6 CODE 8 9 STYLE CODE STYLE UNIT UNIT GRN CLR 81.0 BRN STOCK NO. BLK TURO GRN CLR 8814 GRY BLK TURO BLU STOCK NO. COLOR OR SIZE οι PRICE DESCRIPTION MAI CODE STYLE QUAN. CROUP

SHIPPING COPY

BUYER'S SIGNATURE

NO AGREEMENT SHALL VARY THE CONDITIONS OF THIS ORDER EXCEPT WITH THE WRITTEN APPROVAL OF OUR MEMPHIS OFFICE

DEFERRED PAYMENT PLAN

\$247.05 Lap	line, al	<u>.</u>	5	19_	<u>6</u> 8
In accordance with following sche promise to pay to the order of ARTHUR FU		ts aft	er date	e we Dollars	Total Control of the
with interest after maturity at the rate installments as follows:	ģ		annum,	in monthly	Miller Wangsa
	Down Payment				٠
It is agreed that upon default in payment of any one of said installments, which default shall extend over a period of more than ten (10)				\$ 82.35	
days, then all subsequent install- ments hereof with interest shall at once become due and payable at the option of the legal holder	On Training	10th,	1968	\$ 82.35 \$	
the option of the legal holder thereof. Demand, notice, protest, any and all defenses which might result from any extension or par-	On	lOth,	19	\$	
tial payments which may be granted or accepted by the holder hereof,	On	lOth,	19	\$	
before or after the maturity of this note or any part hereof, are	On	loth,	19	\$	
expressly waived by all makers, endorsers and guarantors hereof.	on		19		
	On	10th,	19	The state of the s	en Millionniew
We also agree to pay all attorney's fees and other costs and charges properly incurred in the collection of this debt. Value received.	On	10th,	19	\$	
Payable at:					
	i				

Demon & Hastings

4 Acce No. 742253 02101 3 81K
YING AGREEMENT - 1968
DATE May 8, 1968 Stop & Cafe
Careseway
to fill your initial order at the form on the accessories
FION . 1968, or it may be cancelled before that time with 30
PRIVILEGE ck. Summerseats, Spring Foam, Comfort Cushions, Foam
s, and Head Rests. for other current models in the Accessory Group shown 968, subject to the following provisions:
packages and in salable condition. Sether to factory at Memphis, Tennessee, for approval
exchange, plus a 5% reboxing and handling charge on
t at time of exchange.
phis, Tenn.
st way Transportation Charges Prepaid. Orders for less
6220 S. BROADWAY LITTLETON COLORADO
40 W. 1ST AVE. 229 W. MOREHEAD ST. MESA. ARIZONA CHARLOTTE. N. C.
DE AVE. 311 S. 14TH ST. 950 S. THIRD ST IS. TENN. ST. LOUIS, MO. LOUISVILLE. KY.
NEW AGREEMENT

ACCESSORIES QUANTITY BU ST. & NO CITY & STATE In consideration of your having purchased a minimum of of the obligation assumed by you pursuant thereto, we agree furnish your replacements of these accessories in any quantitie price schedule in effect at time of shipment. EXPIRAT This agreement will remain in effect until December 31 days notice in writing. **EXCHANGE** Our Accessory Group for 1968 consists of: Support A Ba-Nylon Covers, Seatgard Covers. Toppie Covers. Beauty Rug Any of current models of above items may be exchanged in our 1968 Seat Cover Sample Book through August 31, 11 1. All units returned for exchange must be in factory p 2. An order and list of items for return must be sent tog before any merchandise is returned. 3. Customer pays transportation charges both ways on goods returned. 4. All exchanges will be made on basis of price in effec 5. Customers account must be in current condition. All exchanges must be handled with factory at Mem TRANSPOR Orders amounting to \$200 or more to be shipped cheape than \$200 shipped Transportation Charges Collect. 1415 NO. CRANGE ORLANDO FLA. 1109 CHENEVERT 3445 N.W. SECOND AVE. HOUSTON, TEXAS MIAMI FLA 260 MONR 25 W. 9TH ST 2516 HICKORY MEMPH INDIANAPOLIS, IND. DALLAS, TEXAS Agreement submitted with order for-No changes may be made in the conditions of this agreement without the written approval of our Memphis office. No merchandise on orders covered by this agreement may be returned for any reason without written consent from our Memphis officé

STATE OF ALABAMA, CIRCUIT COURT, BALDWIN COUNTY. COUNTY OF BALDWIN. NO. TO ANY SHERIFF OF THE STATE OF ALABAMA: You are Hereby Commanded to Summon VERNON E. HASTINGS, Individually, and doing business as PARKWAY TRUCK STOP & CAFE, 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 VERNON E. HASTINGS, Inc., and doing business as PARKWAY TRUCK STOP & CAFE , defendant, by ARTHUR FULMER, A Corporation, Plaintiff. WITNESS my hand this 7 day of ARTHUR FULMER, a Corporation, X X Plaintiff. IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, X VERNON E. HASTINGS, Ind. & d/b/a Y PARKWAY TRUCK STOP & CAFE, Defendant X COMPLAINT Count I. The Plaintiff claims of the Defendant TWO HUNDRED SIKTY AND 56/100 (\$260.56)----- DOLLARS due from him by account, on, to-wit, the 24th day of July _____, 19_68, which sum of money with the interest thereon is still unpaid. The account sued on is evidenced by an itemized and verified statement filed herewith. Count II. The Plaintiff claims of the Defendant the sum of TWO HUNDRED SIXTY AND 56/100 (\$260.56)----- DOLLARS due from

by account stated between the Plaintiff and the Defendant on,

to-wit, the 24th day of July , 19 88 , which sum of money

with the interest thereon is still unpaid.

Continued, Summons & Complaint:

Arthur Fulmer vs. Parkway Truck Stop.

Count III.

T	he Plaint	iff claims of	the Defenda	nt the s	sum of	TWO HUNDRED) SIXTY
AND 56/	100 (\$ 260) , 56) ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	and spinish spinish gradus among their their them throw their section excess tooler to	wer plant books down down M was Mywin Solin	. about territ arent derete week amount some	DOLLARS	due
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to the I	Defendant	between the	24th day of	May		, 19 <u>68</u>	<u> </u>
and the	24th day	of July	, 19	<u>68</u> , v	which su	um of money	wi th
the inte	erest the	reon is still	unpaid.				
			9	0	70		

Plaintiff.

Defendant's address is:

Parkway Truck Stop & Cafe Star Route, Box 6 Daphne, Alabama 36526

JUL 7 1969

ALCO DESCRIPTION CLERK REGISTER

E. G. RICKARBY, Attorney for

DO NOT WRITE HERE



ARTHUR FULMER

MANUFACTURER - DISTRIBUTOR AUTOMOTIVE INTERIOR PRODUCTS 260 MONROE AVE. & MEMPHIS, TENN. 3B101

3445 N.W. 2nd Ave. MIAMI, FLORIDA

DO NOT WRITE HERE

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O AGREEMENT SI	IALL V	ARY T	HEC	DNDI.	TION	S OF	THIS	ORD	ER EX	CEPT	WITH THE	WRITT	EN AF	PROVA	L OF C	URM	EMPHI	5 OF	ICE					<u> </u>	<u></u>

SHIPPING COPY

DEFERRED PAYMENT PLAN

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\$247.05 Dags	Ehner al	La.	5_	<u>/</u> 8/19_
In accordance with following sche promise to pay to the order of ARTHUR FU	dule of paymer	nts aft	er date	e we
and the second of the second o				Doll one
with interest after maturity at the rate installments as follows:	of six per ce	ent per	annum,	Dollars, in monthly
* ·	\$			
72	Down Payment	;		
It is agreed that upon default in payment of any one of said install-	on June	_lOth,	19 <u>6</u> 8	\$ 82.35
ments, which default shall extend over a period of more than ten (10) days, then all subsequent install-	on July	10th,	19 <u>6</u> 8	\$ 82.35
ments hereof with interest shall at once become due and payable at	on ledy	lOth,	1968	\$ 82.35
the option of the legal holder thereof. Demand, notice, protest,	On	10th,	19	\$
any and all defenses which might result from any extension or par-	On	10th,	19	\$
tial payments which may be granted or accepted by the holder hereof,	On	10th,	19	\$
before or after the maturity of this note or any part hereof, are	On	10th,	19	\$
expressly waived by all makers, endorsers and guarantors hereof.		10th,		
We also agree to pay all attorney's	On	10th,	19	\$
fees and other costs and charges properly incurred in the collection of this debt. Value received.	On	10th,	19	\$
Payable at:				
	(1) (1)	TALIN	ے ک	Horter

4 Acct. No. 742253

ACCESSORIES QUANTITY BUYING AGREEMENT - 1968

AUCEDOUREE.				1000
			no Ma	- 8 1964
			DATE / / Co	
NAME (10/2)	very Too	rep # 0	Hop F	Cafe
ST. & NO	Cile &	Jay Ca	useway	<i>U</i>
CITY & STATE	apline	ala_		
In consideration of you	r having purchased a r	minimum of 60	_assorted accessories	and of your fulfillment
of the obligation assumed b	y you pursuant thereto,	we agree to fill your	initial order at the	funit price and
furnish your replacements o	f these accessories in an	y quantities at the	unit price sh	nown on the accessories
price schedule in effect at tin	ne of shipment.			•
and the second second	E:	XPIRATION		and the second s
	main in effect until Dec	ember 31, 1968, or	it may be cancelled l	pefore that time with 30
days notice in writing.	**			and the second s
Guine. Samuel	EXCH	ANGE PRIVILE	EGE	
Our Accessory Group f Nylon Covers, Seatgard Co	or 1968 consists of: Supvers, Toppie Covers, Bo	port A Back, Summer cauty Rugs, and Hea	rseats, Spring Foam, d Rests,	Comfort Cushions, Foam
Any of current models in our 1968 Seat Cover Sa				Accessory Group shown ovisions:
before any merchan	dise is returned. sportation charges both e made on basis of price must be in current cond	ways on exchange, p e in effect at time of dition.	lus a 5% reboxing a	Tennessee, for approval and handling charge on
Milliado e Armana. Esta Millio Maria Mi	TRAN	NSPORTATION		
Orders amounting to \$2 than \$200 shipped Transpor	00 or more to be shippe		asportation Charges I	Prepaid. Orders for less
1415 NO. ORA ORLANDO. F				ROADWAY COLORADO
	O CHENEVERT JISTON, TEXAS	THUR FULMER	40 W. 1ST AVE. MESA, ARIZONA	229 W. MOREHEAD ST. CHARLOTTE, N. C.
2516 HICKORY DALLAS, TEXAS	25 W. 9TH ST. 26 NDIANAPOLIS, IND.	MONROE AVE.	311 S. 14TH ST. ST. LOUIS, MO.	950 S. THIRD ST. LOUISVILLE. KY.
			W AGREEMENT	
		/ 🗆 RE	NEWAL OF 1967 AGI	REEMENT
Agreement submitted with No changes may be made ment without the written	n the conditions of this approval of our Memphis	office. By	الما	the S.
No merchandise on orders be returned for any reason		nt may	5-11	
our Memphis office.	0 11 -1	DATE		77

VOL 64 PAGE 23

numed 14 day of July 1964 that found in my county after diligent search and in adry.

Taylor Willias, Sheriff Sandall Deplay Shoriff Thrond anithing riggies

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TO BE THE STATE OF

Arthur Tulmer a lorp 8786

Dernon E. Alastingo, ind. + d/4/a. Parkway Vruck 3top + Cape

ALSO I DOW CLERK REGISTER

E.S. Rickerby