

MAHERS FURNITURE COMPANY, INC.,
PLAINTIFF,
VS
ALBERT BELL,
DEFENDANT.

IN THE CIRCUIT COURT OF DIXON
COUNTY, ALABAMA.

AT LAW

NO.

6918

Plaintiff claims of the defendant SEVEN HUNDRED FIFTY-NINE
AND 95/100 (\$859.95) DOLLARS, due under written contract of sale, wherein
defendant waived all right to any exemption under the Constitution and Laws
of the State of Alabama and in addition agreed to pay a reasonable attorney's
fee, which plaintiff claims in the amount of ONE HUNDRED SEVENTY-FIVE AND
NO/100 (\$175.00) DOLLARS.

John B. Mathis
JOHN B. MAHERS, PRESIDENT
MAHERS FURNITURE COMPANY, INC.

Phyllis L. Fisher
ATTORNEY FOR THE PLAINTIFF

Defendant: Route 1, Box 12-A, Robertsdale, Alabama
works Julius Childress Dairy, Robertsdale, Alabama.

FILED
MAR 28 1966
ALICE L. HALL, CLERK
REGISTER

STATE OF ALABAMA

Baldwin County

TO Albert Beal....., Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

Mathers Furniture Company, Inc......, Plaintiff.....,versus Albert Beal....., Defendant.....,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

Julius Childress Dairy, Robertsdale, Alabama.....

has..S.. been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 28.....day of March....., 19 66.Alice J. Duck
Clerk of the Circuit Court.EX-3-31-66

received 28 day of March 1966
id on 31 day of March 1966
served a copy of the within Notice
Calvin Childers Wray
y service on Albert Beal

TAYLOR WILKINS, Sheriff

By Charles Childers

W. L. One

Shall serve 50 days

For Cause per note 1000

TAYLOR WILKINS, Sheriff

EX Charles Childers
DEPUTY SHERIFF

6918

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

ALBERT BEAL

MATHERS FURNITURE COMPANY, INC.

Plaintiff....

VS.

ALBERT BEAL

Defendant....

Phyllis S. Nesbit, Atty.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 6918

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Albert Beal

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.....

Albert Beal
....., Defendant.....

by Mathers Furniture Company, Inc.
.....

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

Witness my hand this 28th day of March 1966

EX-3-31-66 Alice J. Duck Clerk

No. 6918

Page

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

MATHERS FURNITURE COMPANY, INC.

Plaintiffs

vs.

ALBERT BEAL

Defendants

SUMMONS AND COMPLAINT

Filed March 28, 1966

Alice J. Duck

Clerk

Phyllis S. Nesbit,

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED
Received In Office

MAR 28 1966

19

TAYLOR WILKINS

Sheriff

Sheriff

I have executed this summons

this March 31, 1966

by leaving a copy with

Albert Beal

Sheriff claims 50

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

BY

Chadwick

DEPUTY SHERIFF

Taylor Wilkins Sheriff

Chadwick Deputy Sheriff

R. H. Cline

The State of Alabama,**Mobile County**

S. S.

Notary Public

PERSONALLY appeared before me, John E. Mandeville, Clerk of the Circuit
Court of said County John E. Mandeville
who maketh oath and sayeth, that Albert Deal

is indebted to Nathans Furniture Co., Inc.

in the sum of One Thousand Twenty-four and 95/100 (\$1,024.95) Dollars, and that
Julius Childress, doing business as Julius Childress Deary, Mobile, Ala.
is supposed to be indebted to, or have
effects of the said Albert Deal

in his possession, or under his control, and that he
believes process of Garnishment against said Julius Childress, doing business as
Julius Childress Deary
is necessary to obtain satisfaction of said debt.

Sworn to and Subscribed the 17th day

of March 19 66, before me,

Rose C. Smith Clerk,
Notary Public, Mobile County, Alabama

The State of Alabama,
Mobile County

KNOW ALL MEN BY THESE PRESENTS, That we Nathans Furniture Co., Inc.
as Principal,
and Albert Deal and Julius Childress, doing business as Julius Childress Deary as Sureties
of the County of Mobile, are held and firmly bound unto Albert Deal
in the sum of ONE THOUSAND TWENTY-FOUR AND 95/100 (\$2,500.00) Dollars, to be paid to the said
Albert Deal or his
Attorney, Executors, Administrators or Assigns; for which payment, well and truly to be made, we bind
ourselves and our heirs, executors or administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 17th day of March
in the year of our Lord, one thousand nine hundred and sixty-six

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, whereas, the above bounden
Nathans Furniture Co., Inc. hath the day of the
date hereof, prayed a summons of Garnishment at the suit of Nathans Furniture Co., Inc.
against the estate of the above named
Albert Deal in the hands of

Julius Childress, aka Julius Childress Deary
for the sum of ONE THOUSAND TWENTY-FOUR AND 95/100 Dollars, and hath obtained the same
returnable to the Circuit Court of Mobile County, to be held at the present term.

Now, if the said NATHANS FURNITURE CO., INC. shall prosecute
its suit to effect, and pay to the said Albert Deal
all such damages as he may sustain by the wrongful or vexatious
suing out thereof, then the above obligation to be void, otherwise to remain in full force and effect.

approved
3-28-66

Alfred Smith
clerk

FILED
MAR 28 1966

CLERK OF COURT

ALICE L. BROWN, CLERK

John E. Mandeville (Seal)
Mobile Bonding Co. (Seal)
C. M. Horace (Seal)

No. _____

PARTRIS FURNITURE COMPANY, INC.,

vs. { Oath and Bond for
Garnishment on
Complaint and Summons

ALBERTA TRUJILLO

Filed _____ 19____

Clerk.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Mathers Furniture Company, Inc.

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said County, against Albert Beal

for the sum of --Eight hundred fifty-nine and 95/100--- Dollars and whereas, the said Mathers Furniture Company, Inc.

has entered into bond, and made affidavit by law that the said Mathers Furniture Company, Inc.

is indebted to Albert Beal in the sum of --Eight hundred fifty-nine and 95/100--- Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such judgment as may be recovered by Plaintiff, and that Julius Childress Dairy,

Robertsdale, Alabama

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Julius Childress

Dairy, Robertsdale, Alabama.

answer or demur, within 30 days from service hereof, to be and appear at the _____ term of the Circuit Court, to

be holden for the County of Baldwin, on _____, 1966. then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the time of making your answer, or at any time intervening between the time of serving the garnishment and making the answer, you were indebted to the defendant, and whether, you will not be indebted to him in the future by a contract then existing, and whether by a contract then existing, you are liable to him for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether you have not in your possession or under your control money or effects belonging to the defendant.

Witness my hand this 28 day of March, 1966.

EX-3-31-66.

Alice J. Luck
Clerk.

Received 28 day of March, 1966
and on 31 day of March, 1966
I served a copy of the within return
on Julius Childress Dairy

By service on _____
TAYLOR WILKINS, Sheriff
By Barthelme

R. K. O. Co.

Shall be paid to _____
TAYLOR WILKINS, Sheriff
By Carlisle Childress

No. 6918
Circuit Court of Baldwin County

MATHERS FURNITURE COMPANY, INC.,
Plaintiff,

VS.

Garnishment On Summons

Albert Beal, Defendant.

Julius Childress Dairy
Robertsdale, Garnishee

Issued 28th day of March, 19 66

Phyllis S. Nesbit, Attorney

Plaintiff's Attorney

MATHERS FURNITURE COMPANY, INC.,
a corporation,

PLAINTIFF

VS

ALBERT BEAL,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6918

ANSWER TO GARNISHMENT

Comes now Julius Childress and for answer to garnishment
in this cause says:

That at the time of making his answer, thereto, he is
indebted to the said Defendant, who is now working for him for
wages. That he is in the process of collecting the indebtedness
but he has not had the necessary time to accumulate a sum equal
the amount shown due. The garnishee further says, that he will
make monthly payments, so long as Defendant is employed by the
garnishee, to the attorneys for the Plaintiff, at their office
in accordance with an agreement with them.

Julius E. Childress

Sworn to and subscribed before me this 22 day of April
1966.

[Signature]
Notary Public
State of Alabama at Large

FILED
APR 22 1966
ALBANY, N.Y. CLERK
RECEIVED

The undersigned seller hereby sells, and the undersigned purchaser(s) jointly and severally, having been offered a lower price for cash, hereby elect(s) to and do(es) purchase for the time price and subject to the terms and conditions hereinafter set forth, the following property, delivery and acceptance of which in its present condition as is and how is, after thorough examination, is hereby acknowledged by purchaser(s), viz:

1 set Melroe Diesel 3600 1-21" Raytheon TV. 1 set 4" Brown 1- Olympic
1- Bush Case 2 jumps 1-20" Ball. Machine Gun 1-20" Fan 37" High Cabinet
1- 3pc. Dodge RR Suite 1- 13" H. Choke Rfr. 1- 500 Sectional Sofa
1- Lawn Mower 1- Office Chair 1- set Metal Bench, complete - 1-7000 Duvette
2 Bicycles 1- Office Chair 1- 3pc. Walnut RR Suite 1- Onneco Day Table
1- Plastic Radio 1- Long Range Motion Picture + Box 1- Lawn Mower

For a Total Time Price of \$
Paid in Cash and/or Trade-in on or before Delivery \$
Leaving a Deferred Time Balance of \$
which time balance, evidenced by note of even date herewith, is payable to order of seller in 107 installment(s) of \$ 92.95 each, with a final installment of 9.95, the first installment commencing 9-20-65, 1965, and the remaining installments becoming due monthly on the same day of each successive month thereafter, until fully matured; with interest on installments after maturity at 6% per annum, and the undersigned agreeing to pay all expenses, charges and costs in making or attempting to make collections, including a reasonable attorney's fee for collection and/or enforcement of this contract and said note.

1. The above article(s) will be generally kept at No. 111-122 (St. or Ave. or P.O. Box)
Robert (City) (State)

and is all the only property of like kind, character and description of the undersigned purchaser located at said address.

2. Title to said property shall not pass to the purchaser until said amount is fully paid in cash.

3. No transfer, renewal, extension or assignment of this contract or any interest thereunder or loss, injury or destruction of said property shall release the purchaser from any obligation hereunder; and any assignee shall be entitled to all the rights of the seller and to exercise all rights, elections and discretion granted under this contract to seller; and the undersigned represents to any assignee of said contract or endorsee of said note that said instruments are each and both genuine, legal, valid and enforceable obligations, and owing for the amount shown therein; and when this contract is assigned and/or said note negotiated, same shall be free from defense, counterclaim or cross-complaint by purchaser.

4. This contract covers all agreements between the parties and no warranties, express or implied, representation, promises or statements have been made by the seller unless entered or endorsed hereon in writing, and none of same shall be binding upon seller or any assignee unless so entered; none of the agents of said seller have authority to act contrary to this provision. Neither the Seller nor any assignee shall be liable for consequential damage due to mechanical failure.

5. Time is of the essence of this contract, and if purchaser defaults in complying with any of the terms hereof, or the seller deems the property in danger of misuse, loss, sequestration or confiscation, the full amount hereunder shall be immediately due and payable, and in such events, or either of them, the seller or any sheriff or other officer of the law may take

immediate possession of said property without demand, (possession after default being unlawful), and for this purpose the seller may enter upon the premises where said property may be and remove same. The seller may resell said property, so retained, at public or private sale, without demand for performance, with or without notice to the purchaser, (if given, notice by mail to purchaser's last known address being sufficient), with or without having such property at the place of sale, and upon such terms and in such manner as the seller may determine; the seller may bid at any public sale. From the proceeds of any such sale, seller shall deduct all expenses for retaking, repairing, storing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due; any surplus shall be paid over to the purchaser; in case of deficiency the purchaser shall pay the same with interest.

6. The seller shall have the right to enforce one or more remedies hereunder, successively or concurrently, all rights being cumulative and not alternative. Purchaser hereby waives the right to remove any legal action from the court originally acquiring jurisdiction and agrees for suit to be brought hereon in any county in the state wherein the holder may elect to sue, and waives all homestead and other property exemption laws. Any provision of this contract or note prohibited by law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of same.

7. This contract shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of all parties hereto. The term Seller shall include persons or parties to whom Seller's title and rights under this contract may be assigned. Wherever necessary herein, the singular number shall apply to the plural, and likewise the plural to the singular.

8. The note referred to in this contract is a negotiable instrument, separate and apart from this contract, even though at the time of execution it may be temporarily attached hereto by perforation or otherwise.

9. The reading of this contract and its correctness are hereby acknowledged and verified by purchaser(s).

Executed under our hands and seals, at Mobile, this 13 day of Sept, 1965

Witness to Purchaser's Signature

Witness to Purchaser's Signature

Witness to Seller's Signature

Witness to Seller's Signature

SIGN IN INK

Purchaser's Signature

Purchaser's Signature

Seller's Signature

By Signature of Owner, Partner or Officer

922.95 INSTALLMENT NOTE No. 13, 1965

For value received, the undersigned jointly and severally promise(s) to pay to the order of the sum of \$922.95, two and 95/100 Dollars, at the office of payee in the City and State named above, or at such other place as the holder may designate, in 107 installments of \$9.29 each, with a final installment of \$9.95 the first installment commencing 9-20-65, 1965, and the remaining installments becoming due monthly on the same day of each successive month thereafter, until fully matured; with interest on installments after maturity at 6% per annum.

If any installment of this note is not paid when due, the full amount shall become immediately due and payable.

The makers, endorsers, guarantors and all obligors, hereby severally waive demand, presentment for payment, protest, and notice of protest and non-payment or dishonor of this note and all defenses by reason of any extension of time of its payment that may be given by the holder or holders to any of them, and also notice of the sale of any security for the payment hereof; and, where and to the extent that such waiver is permitted by law, all benefits of valuation, appraisal, homestead and other exemption laws, including stay of execution and condemnation, and the right to remove any legal action from the court originally acquiring jurisdiction and agree for suit to be brought hereon in any county in the state wherein the holder may elect to sue. The undersigned and all said obligors hereunder, and each of them, hereby further agree that, if this note is not paid according to its terms, I, we, or either of us, will pay all expense of collection to the holder hereof and in addition, if placed in the hands of an attorney for collection, will pay a reasonable attorney's fee. Given under the hand and seal of undersigned.

Robert (City) (State)