ERTIFICATE OF JUDGMENT	Printed by The Baldwin Times, Bay Minette, Ala.
THE STATE OF ALABAMA.	
Baldwin County CIRCUIT CO	URT, Term, 19
barawar ooming	
	the state of the s
DINIE FURNITURE C. INC. A CORPORATION	
SUCCESSORS TO HOOVER FURNITURE COMPANY	
Plaintiff	
. The second of the second of the second of ${f Vs.}$	
PATIT. YOUNCE	
PAUL LOSROS	
Defendant .	
ALTOP I DUCK Cl	erk of the Circuit Court of Baldwin County,
Ly Philade Main Commence and Co	
Alabama, do hereby certify that on the 25th day of	JULY 19 47
Alabama, do hereby certify that on the day of	,
a Judgment was rendered by said Court in the above sta	ited cause, wherein
DIXIE FURNITURE INC. A CORPORATI	ON SUCCESSORS TO HOOOVER FURNITURE CO
was Plaintiff and PAUL YOUNCE	
	was Defendant, in
ا الله الله الله الله الله الله الله ال	or the gume of
favor of the said Plaintiff and against the said Defendant f	or the sum of
\$205.14	DOLLARS
and for the sum of \$11.15	DOLLARS,
	·
ECOPPOR & CRUISTIA	
The section and mast and that PURREDI He United III	T
the costs in said suit, and that FORREST A. CERISTIA	Z
	are the Attorneys of record for the Plaintiff

Clerk, Circuit Court, Baldwin County, Alabama.

JULY

.....day of.....

Witness my hand this 26th

HOOVER FURNITURE CO. | WHEN WAN

Phone 107	Foley, Ala.,_	10 / July		194 🕏
This Agreement Certifies That I	and Haird		-	
Home Address				
Business Address	V _r ee ⁴			
Have this day purchased	of Hoover Furniture C	o., the following	g property, to	-wit:
References (Trade)	Bus. 1	Phone		
· · · · · · · · · · · · · · · · · · ·		Phone		
	Neare Neare	est Relative	<u></u>	est a
	Father Company of the Indian Company of the	r or Mother Live	es	
	ARTICLE		Price	
1 de la companya del companya de la companya del companya de la co			200	
1.72			1010	,
TO TOTAL TO THE			٢٠٠٠ ٢٠٠٠ ١	
1 Part 1 in			11 / God N Col	.
1 Prince of the second				
1 / M. anagus			V 4 V 0	
i de produkt			- 1 × 1/ 3/	1
6 AS ZOGomes				<u> </u>
1 mg / mg mg mang			930	
1 Many Cost	#** 			<u> </u>
			70 / 3 v	
	La constant de la con	Marine John Commencer	<u> </u>	<u> </u>
	<u> </u>		1249	
And the man is and	Ma 164,97	4. 2.		
The land of the second	e 174.65			
This sale is subject to Hoover Furniture C	approval of the Credit Department	of the TOTAL VALUE	E	
vhich I agree to take upon the fo			FURNITURE CO	at the
	for property in installmen			n deliver
I do hereby consent and agree to good a function of the function of the function of the function of the right and privilege to enter my	s made thereon, same being treated	the same shall be and and if I neglect to pure too the too the follower furniture (demand and take possessions rent. I further agree the photo addresses of the control of	on of said property, as	nd I agree ment in ca
grods are returned. I agree to keep ten consent of the HOOVER FURNITU said property. I further agree that in the event the full amount of any balance on thi if any, payable to the said HOOVER F The right of exemption to persor State of the United States is hereby we collection, or attempting to collect or r with or without suit.	I said property at my residence at to URE CO., I agree to pay them all co to the above goods are damaged or de- ils account, and to this end, I agree FURNITURE CO., as their interest m inal property and wages under the co- valved in favor of the payment of the repossessing or attempting to reposse	st and expenses incurred stroyed by fire, I will pay to keep said goods insurately appear, onstitution and laws of this obligation, and the units obligation, and the units obligation, and the units obligation, and the units obligation.	by them in locating of the HOOVER FURN- ed in my own right, v he State of Alabama tersigned agrees to pa- attorney's fees whet	and finds NITURE Co with the los or any oth y all costs her incurr
corier and ose all previous payments goods are returned. I agree to keep ten consent of the HOOVER FURNITU said property. I further agree that in the event full amount of any balance on this fany, payable to the said HOOVER For The right of exemption to person the United States is hereby we collection, or attempting to collect or rwith or without suit. Witness	Said property at my residence at to URE CO., I agree to pay them all co to the above goods are damaged or decile account, and to this end, I agree FURNITURE CO., as their interest monal property and wages under the covaived in favor of the payment of the repossessing or attempting to reposse Signed	st and expenses incurred stroyed by fire, I will pay to keep said goods insur- lay appear. onstitution and laws of the pays obligation, and the area	by them in locating of the HOOVER FURN- ed in my own right, v he State of Alabama tersigned agrees to pa- attorney's fees whet	and findi
goods are returned. I agree to keep ten consent of the HOOVER FURNITU said property. I further agree that in the event the full amount of any balance on thi if any nayable to the said HOOVER F	URE CO., I agree to pay them all co t the above goods are damaged or de- dis account, and to this end, I agree FURNITURE CO., as their interest m mal property and wages under the co- valved in favor of the payment of th repossessing or attempting to reposse Signed order subject to above	st and expenses incurred stroyed by fire, I will pay to keep said goods insurately appear, onstitution and laws of this obligation, and the units obligation, and the units obligation, and the units obligation, and the units obligation.	by them in locating of the HOOVER FURN- ed in my own right, v he State of Alabama tersigned agrees to pa- attorney's fees whet	and findi NITURE Co vith the lo or any oth y all costs her incurr (L. S

WHEN WANTED HOOVER FURNITURE CO. Phone 107 194 Foley, Ala., This Agreement Certifies That I Home Address_ Business Address Have this day purchased of Hoover Furniture Co., the following property, to-wit: References (Trade) Bus. Phone Res. Phone Nearest Relative Father or Mother Lives ARTICLE Price This sale is subject to approval of the Credit Department of the Hoover Furniture Co., after investigating credit references TOTAL VALUE which I agree to take upon the following conditions: I promise to pay to HOOVER FURNITURE CO., at their for property in installments of \$_____down on delivery, store, the sum of \$__ per (month) (week) until the same is paid in full. Der (MORL) (week) until the same is part in 100. I do hereby consent and agree that the said property and title to the same shall be and remain the property of the said HOOVER FURNITURE CO., until fully paid for as above agreed and if I neglect to pay the said (monthly) (weekly) installments when due (time being the essence of this contract) said HOOVER FURNITURE CO., or their agents, shall have the right and privilege to enter my premises at any time thereafter to demand and take possession of said property, and I agree to forfeit and loss all previous payments made thereon, same being treated as rent. I further agree to make all back payment in case goods are returned. I agree to keep said property at my residence at the above address, and should I move the same without written consent of the HOOVER FURNITURE CO., I agree to pay them all cost and expenses incurred by them in locating and finding said property. ten consent of the HOOVER FURNITURE CO., I agree to pay them all cost and expenses incurred by them in locating and finding said property. I further agree that in the event the above goods are damaged or destroyed by fire, I will pay the HOOVER FURNITURE CO., the full amount of any balance on this account, and to this end, I agree to keep said goods insured in my own right, with the loss, if any, payable to the said HOOVER FURNITURE CO., as their interest may appear. The right of exemption to personal property and wages under the constitution and laws of the State of Alabama or any other State of the United States is hereby waived in favor of the payment of this obligation, and the undersigned agrees to pay all costs of collection, or attempting to collect or repossessing or attempting to repossess, including reasonable attorney's fees whether incurred with or without suit. Witness Signed The above goods received in good order subject to above

Delivered by ______
Date Delivered ___

terms.

THE STATE OF ALABAMA,

BALDWIN COUNTY.

IN THE CIRCUIT COURT__LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Paul Younce to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding same, then and there, to answer the Complaint of the Dixie Furniture Co., Inc., a corporation, successors to the Hoover Furniture Co.

WITNESS my hand this 9th day of June, 1947.

alice I hluch

COMPLAINT

DIXIE FURNITURE CO., INC.,

A Corporation, successors to

Hoover Furniture Co.

Plaintiff

BALDWIN COUNTY, ALABAMA,

-VS
PAUL YOUNCE

Defendant

COMPLAINT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

COUNT I

The Plaintiff claims of the Defendant ONE HUNDRED FORTYMTHREE & SIXTY/100 DOLLARS (\$143.60), due from him by account on the 25th day of April 1943, which sum of money with interest thereon is still due and unpaid. This claim is based upon a conditional sales contract. In, by and as a part of said conditional sales contract, the Defendant waives all rights of exemption under the Constitution and Laws of the State of Alabama or any other state in the United States, and agrees to pay for the advertising, selling, conveying and attorney's fees, which fee Plaintiff alleges to be \$25.00, and claims herewith.

COUNT II

The Plaintiff claims of the Defendant ONE HUNDRED FORTY_THREE & SIXTY/100 DOLLARS (\$145.60), due from him on account stated between the Plaintiff and Defendant on the 25th day of April, 1943, which sum of money with interest thereon is still due and unpaid. This claim is based upon a conditional sales contract. In, by and as a part of said conditional sales contract, the Defendant waives all rights of exemption under the Constitution and Laws of the State of Alabama or any other state in the United States, and agrees to pay for the advertising, selling, conveying and attorney's fees, which fee Plaintiff alleges to be \$25.00, and claims herewith.

COUNT III

The Plaintiff claims of the Defendant ONE HUNDRED FORTY_THREE & SIXTY/100 DOLLARS (\$143.60), due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on the days and for the sums as set out in the Sworn Affidavit, which said Affidavit is

affixed hereto and made a part hereof, which sum of money with interest thereon is still due and umpaid. This claim is based upon a conditional sales contract. In, by and as a part of said conditional sales contract, the Defendant waives all rights of exemption under the Constitution and Laws of the State of Alabama or any other state in the United States, and agrees to pay for the advertising, selling, conveying and attorney's fees, which fee Plaintiff alleges to be \$25.00, and claims herewith.

Attorney for Plaintiff

An itemized statement of said account, verified by the affidavit of Robert D. Young, is attached and

made a part hereof.

Large CharalAz

THE STATE OF ALABAMA, COUNTY OF BALDWIN.

Before me, the undersigned authority, personally appeared Robert D. Young, known to me, who being duly sworn, upon his cath states that he is Secretary-Treasurer of the Dixie Furniture Co., Inc., a Corporation organized and doing business under the Hoover Furniture Co., a corporation organized and doing business under the laws of the State of Alabama, and that as such he makes this affidavit: that the Dixie Furniture Co., Inc., purchased the business and all of the accounts receivable of the Hoover Furniture Co., on May 1, 1946; that he is familiar with the books and business of said Dixie Furniture Co., Inc. that the account against Paul Younce is just and correct, and withinthe personal knowledge of this affiant; that the items thereon stated and composing the said account were sold and delivered to said Paul Younce, Foley, Alabama, at the special instance and request of said debtor, and that credit has been duly given for all payments and just and lawful offsets to which said account is entitled as thereon stated and that the balance thereof, amounting to the sum of ONE HUNDRED FORTY_ THREE & SIXTY/100 DOLLARS (\$143.60), with interest from April 25, 1943, is justly due and remains unpaid.

Robert D. Young

Robert D. Young

Sworn to and subscribed before me on this the Company of June,

Received in Sheriff's Office this 2 day of June, 1947 TAYLOR WILKINS, Sheriff

1 wied 6-17 19 67

f serving copy of within Summons and
Chinplaint on

Paul young

Hay by Walf Delans Sheriff

COMPLAINT

DIXIE FURNITURE CO., INC., A Corporation, successors to Hoover Furniture Co. Plaintiff

_VS.

PAUL YOUNCE

Defendant

FILED

JUN 9 1947

ALICE J. DUCK, CIEIK

-52

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

THE STATE OF ALABAMA, BALDWIN COUNTY.

AFFIDAVIT OF FOREST A. CHRISTIAN

Forest A. Christian, first being duly sworn, deposes and says as follows:

That he is a duly licensed attorney, practising law at Foley, Alabama; that he knows the reasonable fee to be charged for legal services by members of the Bar of the State of Alabama and more especially Baldwin County in said state; that the Dixie Furniture Co., Inc. employed him to collect a debt owed by Paul Younce for furmiture purchased under a conditional sales contract, in which the Refendant agreed to pay all costs of collection, or attempting to collect or repossessing or attempting to repossess, including reasonable attorney's fees whether incurred with or without suit; that last September the Plaintiff turned over this account for collection and at that time he prepared a complaint but that at that time the Plaintiff requested him not to proceed with the suit; that he wrote several letters to the Defendant, all of which involved him in expending both time and money and that he believes that \$25.00, is a reasonable fee in this matter.

Forest A. Christian

Sworn and subscribed to before me this 232 Day of July, 1947.

Notary Public

AFFIDAVIT AS TO REASONABLE. ATTORNEY'S FEE

DIXIE FURNITURE CO., INC. A Corporation, successors to Hoover Furniture Co.

Plaintiff

-VS-

PAUL YOUNCE

Defendant



JUL 24 1947 Alice 1 Duck, Clerk DIXIE FURNITURE CO., INC., A Corporation, successors to Hoover Furniture Co. Plaintiff

VS

PAUL YOUNCE

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

LAW SIDE

MOTION FOR JUDGMENT BY DEFAULT

Comes the Plaintiff, by his attorney, and moves the Court for judgment by default with a waiver of all rights of exemption under the Constitution and the Laws of the State of Alabama or any other state in the United States.

Forest A. Christian, Attorney at Law

/ Foley, Alabama

THE STATE OF ALABAMA,
BALDWIN COUNTY.

AFFIDAVIT OF FOREST A. CHRISTIAN

Forest A. Christian, first being duly sworn, deposes and says as follows:

That he is a duly licensed attorney, practising law at Foley, Alabama; that he knows the reasonable fee to be charged for legal services by members of the Bar of the State of Alabama and more especially Baldwin County in said state; that the Dixie Furniture Co., Inc. employed him to collect a debt owed by Paul Younce for furmiture purchased under a conditional sales contract, in which the Refendant agreed to pay all costs of collection, or attempting to collect or repossessing or attempting to repossess, including reasonable attorney's fees whether incurred with or without suit; that last September the Plaintiff turned over this account for collection and at that time he prepared a complaint but that at that time the Plaintiff requested him not to proceed with the suit; that he wrote several letters to the Defendant, all of which involved him in expending both time and money and that he believes that \$25.00, is a reasonable fee in this matter.

Forest A. Christian

Sworn and subscribed to before me this 230 Dday of July, 1947.

Notary Public

MOTION FOR JUDGMENT BY DEFAULT

DIXIE FURNITURE CO., INC.
A Corporation, successors to
Hoover Furniture Co.
Plaintiff

v s

PAUL YOUNCE

Defendant

FILED

JUL 24 1947

ALICE J. DUCK, Clerk