

1066

CERTIFICATE OF JUDGMENT

Printed by The Baldwin Times, Bay Minette, Ala.

THE STATE OF ALABAMA, }
Baldwin County }

CIRCUIT COURT, Term, 19.....

DIXIE FURNITURE CO., INC., A CORPORATION
SUCCESSORS TO HOOVER FURNITURE COMPANY

Plaintiff....

Vs.

PAUL YOUNCE

Defendant ..

I, ALICE J. DUCK, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 25th day of JULY, 19 47,

a Judgment was rendered by said Court in the above stated cause, wherein.....

DIXIE FURNITURE INC., A CORPORATION SUCCESSORS TO HOOVER FURNITURE COMPANY

was Plaintiff and PAUL YOUNCE

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of.....

\$205.14 DOLLARS

and for the sum of \$11.15 DOLLARS,

the costs in said suit, and that FORREST A. CHRISTIAN

are the Attorneys of record for the Plaintiff
in said cause.

Witness my hand this 26th day of JULY, 19 47

Clerk, Circuit Court, Baldwin County, Alabama.

HOOVER FURNITURE CO.

WHEN WANTED

Phone 107

Foley, Ala., 6/25

194 3

This Agreement
Certifies That I Paul Young

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
1 <u>Chair</u>	27 50
1 <u>Chair</u>	12 50
1 <u>Bed</u>	14 50
1 <u>Bed</u>	24 50
1 <u>Chair</u>	12 50
1 <u>Chair</u>	6 50
6 <u>Ed. Chairs</u>	15 00
1 <u>Chair</u>	9 35
1 <u>Wardrobe</u>	15 50
	121 35
	3 62
	124 97
<u>1 Chair</u>	164.97
<u>1 Bed</u>	174.97
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 store, the sum of \$ _____ for property in installments of \$ 36 down on delivery, \$ 10 per (month) (week) until the same is paid in full.

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 lose 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.

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 _____

Paul Young (L. S.)

The above goods received in good order subject to above terms.

(L. S.)

Delivered by _____

By _____

Date Delivered _____

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 J. Welch
Clerk

COMPLAINT

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

COUNT I

The Plaintiff claims of the Defendant ONE HUNDRED FORTY-THREE & 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.

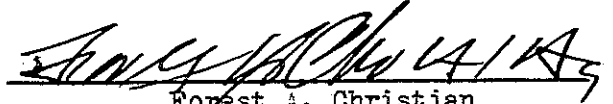
COUNT II

The Plaintiff claims of the Defendant ONE HUNDRED FORTY-THREE & SIXTY/100 DOLLARS (\$143.60), 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.

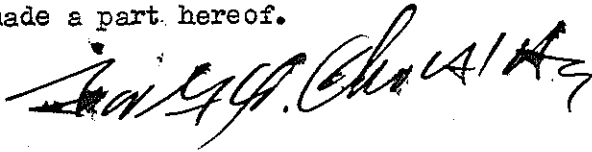
COUNT III

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 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.


Forest A. Christian
Attorney for Plaintiff

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



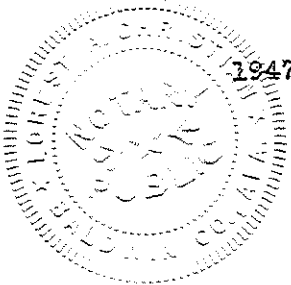
THE STATE OF ALABAMA,)
)
COUNTY OF BALDWIN.)

Before me, the undersigned authority, personally appeared Robert D. Young, known to me, who being duly sworn, upon his oath 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 within the 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 6th day of June, 1947.

Forrest A. Chas. IVAC
Notary Public



Received in Sheriff's Office
this 9 day of June, 1947
TAYLOR WILKINS, Sheriff

Filed 6-17-1947
Serving copy of within Summons and
Complaint on

Paul Younce

Taylor Wilkins Sheriff
By 1st J. Hall Deputy 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, Clerk

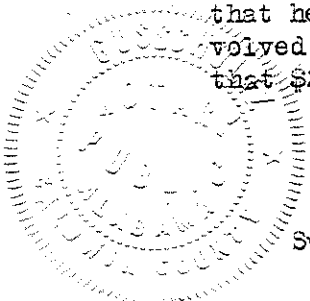
LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

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 furniture purchased under a conditional sales contract, in which the Defendant 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
Forest A. Christian

Sworn and subscribed to before me this 23rd day of July, 1947.

Notary Public
Notary Public

AFFIDAVIT AS TO REASONABLE
ATTORNEY'S FEE

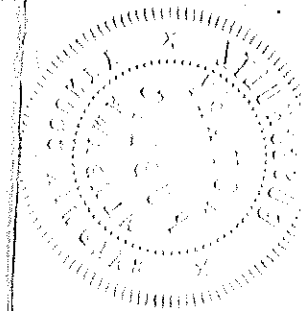
DIXIE FURNITURE CO., INC.
A Corporation, successors to
Hoover Furniture Co.

Plaintiff

-vs-

PAUL YOUNCE

Defendant



FILED

JUL 24 1947

ALICE J. DUCK, Clerk

-VS-

Defendant

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.

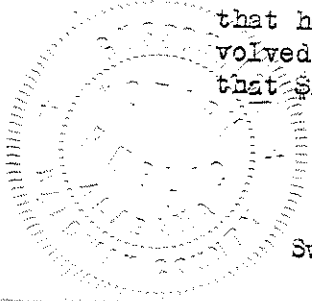
Forest A. Christian, Attorney at Law
Foley, Alabama

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

AFFIDAVIT OF FOREST A. CHRISTIAN

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

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Forest A. Christian
Forest A. Christian

Sworn and subscribed to before me this 23rd day of July, 1947.

Notary Public
Notary Public

MOTION FOR JUDGMENT BY DEFAULT

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

-vs-

PAUL YOUNCE
Defendant

FILED
JUL 24 1947
ALICE J. DUCK, Clerk