

1127

SUMMONS & COMPLAINT

THE STATE OF ALABAMA:

IN THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA

BALDWIN COUNTY:

TO ANY SHERIFF OF THE STATE OF ALABAMA: You are hereby commanded to summon FUEL OIL SUPPLY CO., L.W. SCHNITZER, owner, 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 FUEL OIL SUPPLY CO., L.W. SCHNITZER, owner, by the Betbeze Spring Service, Inc. of Mobile Alabama.

Witness my hand this the 26 day of December, 1947.

Miss J. Leach
CLERK

BETBEZE SPRING SERVICE, INC.)
Plaintiff)
-vs-)
FUEL OIL SUPPLY CO.)
L.W. Schnitzer, Owner)
Defendant)

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA
AT LAW

COMPLAINT

COUNT ONE

The Plaintiff claims of the Defendant \$515.94, due by promissory note made by said Defendant on the 14th day of April, 1947, and payable on the 14th day of May, 1947, with interest thereon at the rate of 8% per annum from May 14th, 1947. Said note also provides for 15% for attorney's fees and waives all benefit of valuation, appraisalment and homestead now in force or hereafter passes, including stay of execution and condemnation.

COUNT TWO

The Plaintiff claims of the Defendant \$10.60, due from said Defendant by account on the 10th day of December, 1947, which sum of money, with interest thereon is still unpaid.

Forest A. Christian
Forest A. Christian
Foley, Alabama
Attorney for Plaintiff

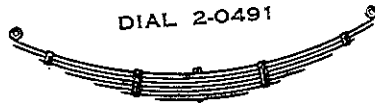
The Defendant is located at Fairhope, Alabama.

There is attached hereto and made a part hereof an itemized statement of the amount of this claim, verified by the affidavit of a competent witness. Made before and certified to by a Notary Public which shows the amount owed on this claim as of December 10th 1947.

Forest A. Christian

BETBEZE SPRING SERVICE, INC.

DIAL 2-0491



256 ST. LOUIS STREET

P. O. BOX 269

MOBILE 2, ALABAMA

THE STATE OF ALABAMA
MOBILE COUNTY

Before me, Madeline J. Powers, a Notary Public in and for said County and State, personally appeared W. C. Betbeze, Sr. who, being by me duly sworn, deposes and says, that he is President of the firm of BETBEZE SPRING SERVICE, INC.; that the annexed statement of the account of said firm against FUEL OIL SUPPLY CO., INC. of Fairhope, in the State of Alabama, is just, true and correct; that there is now due on said account the sum of \$10.60, after deducting all credits, set-offs or counter-claims.

Sworn to and subscribed before me this 10th day of December, 1947.

My Commission Expires
February 7, 1951

THE STATE OF ALABAMA:

MOBILE COUNTY:

AFFIDAVIT OF W.C. BETBEZE

W.C. Betbeze, Sr., being duly sworn, deposes and says that he is president of the Betbeze Spring Service, Inc. That on April 14, 1947, the Fuel Oil Supply, Co., L.W. Schnitzer, owner, executed a chattel mortgage note to us to secure the payment of the amount of \$515.94, which was due and payable on May 14, 1947, and that said note provides for interest at the highest lawful rate, after maturity. Said note also provides for 15% for collection and attorney's fees and waives all benefit of valuation, appraisal and homestead now in force or hereafter passes, including stay of execution and condemnation. No payments of principal or interest have been made on this note and therefore after allowing all due credits, there remains the unpaid balance of \$515.94, principal, together with interest at 8% ^{from} May 14, 1947, and 15% of the total amount of principal and interest for collection expenses and attorney's fees.

W.C. Betbeze Sr.

Sworn to and subscribed before me on this the 19 day of December, 1947.

Madelene J. Powers
Notary Public

My commission expires:

My Commission Expires
February 7, 1951

Received in Sheriff's Office
this 27 day of Dec, 1947
TAYLOR WILKINS, Sheriff

Executed By Seruaga
Copy of Summons & Complaint
for L.W. Schnitzer Jan 15-1948
owner Fuel Oil Supply Co.
Taylor Wilkins Sheriff
Zellie B. Goffin H.S.

1127

SUMMONS & COMPLAINT

BETHEZE SPRING SERVICE, INC.
Plaintiff

-vs-

FUEL OIL SUPPLY CO.
L.W. Schnitzer, Owner
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW
FILED

DEC 26 1947

ALICE J. DUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

MOTION FOR JUDGMENT BY DEFAULT

BETHEZE SPRING SERVICE, INC.,
Plaintiff

vs.

FUEL OIL SUPPLY CO.,
L. W. Schnitzer, Owner,
Defendant


IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Comes the Plaintiff, by his attorney, and requests the Court to render a Judgment by Default in this suit, which Judgment should waive all benefits of valuation, appraisment and homestead, including stay of execution and condemnation.

Said Judgment should be in the amount of \$331.04, principal on note (the defendant having paid the total amount of \$250.00), plus \$77.93 attorney's fees as provided for in note, for a total of \$408.97.


Forest A. Christian, Foley, Alabama.
Attorney for Plaintiff

MOTION FOR JUDGMENT BY DEFAULT

BETHEZE SPRING SERVICE, INC.,
Plaintiff

vs.

FUEL OIL SUPPLY CO.
L. W. Schnitzer, Owner,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Filed

4-12-48

*Oliver J. Huch
Clerk*

MOTION FOR JUDGMENT BY DEFAULT

BETBEZE SPRING SERVICE, INC.,
Plaintiff

vs.

FUEL OIL SUPPLY CO.,
L. W. Schnitzer, Owner,
Defendant

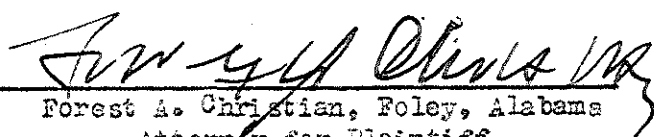
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Comes the Plaintiff, by his attorney, and requests the Court to render a Judgment by Default in this suit, which Judgment should waive all benefits of valuation, appraisal and homestead, including stay of execution and condemnation.

Said Judgment should be in the amount of \$331.04, principal on note (the defendant having paid the total amount of \$250.00), plus \$77.93 attorney's fees as provided for in note, for a total of \$408.97.


Forest A. Christian, Foley, Alabama
Attorney for Plaintiff

VS.

BETBEZE SPRING SERVICE, INC.

IN THE CIRCUIT COURT OF

Defendant

L. W. Schnitzer, Owner,

FUEL OIL SUPPLY CO.

vs.

Plaintiff

BETBEZE SPRING SERVICE, INC.

MOTION FOR JUDGMENT BY DEFAULT

MOTION FOR JUDGMENT BY DEFAULT

IN THE CIRCUIT COURT OF
Baldwin County, Alabama

AT LAW

REBEZE SPRING SERVICE, INC.,
Plaintiff

vs.

FUEL OIL SUPPLY CO.,
I. W. Schmitzer, Owner,
Defendant

Comes the Plaintiff by his attorney, and requests the Court to render a judgment by default in this suit, which judgment should waive all benefits of defense, appointment and removal, including stay of execution and consideration.

Said judgment should be in the amount of \$331.04, principal on note (the defendant having paid the total amount of \$350.00), plus \$77.93 attorney's fees as provided for in note, for a total of \$408.97.

Forrest A. Christian, Foley, Alabama
Attorney for Plaintiff

MOTION FOR JUDGMENT BY DEFAULT

REBEZE SPRING SERVICE, INC.,
Plaintiff

vs.

FUEL OIL SUPPLY CO.,
I. W. Schmitzer, Owner,
Defendant

IN THE CIRCUIT COURT OF

Baldwin County, Alabama

AT LAW

147

Amt.
515.94

Date Paid

Mobile, Ala.

Date April 14, 1947

Phone

1127

Name Fuel Oil Supply Company

Address

City Fairhope, State Alabama

Now Employed

How Long

For value received, I, we promise to pay to the order of BETBEZE SPRING SERVICE, Mobile,

Ala., the sum of Five hundred fifteen and 94/100- - - - - Dollars payable in installments as shown herein, until this note is fully paid, with interest on each installment, after maturity, at the highest lawful rate.

This note together with interest and fifteen per cent. (15%) of the amount appearing unpaid hereon for collection expenses and attorney's fees becomes immediately due and payable at the election of the holder hereof (less any payments made hereon) in event of non-payment at maturity of any installment specified hereon. Makers and endorsers hereby waive presentment, demand, protest and notice of protest of non-payment. I, we, hereby waive all benefit of valuation, appraisalment and homestead or other exemption laws now in force or hereafter passed, including stay of execution and condemnation. This note is secured by a Chattel Mortgage.

Signed Fuel Oil Supply Co. (Seal)

(Car Owner)

THIS CHAT

by Fuel Oil Supply Company, 14th day of April, 1947.
operating a place of business in Mobile, Alabama, party of the second part, Mortgagee.

Fuel Oil Supply Company of the County of Mobile and State of Alabama, hereby sells and conveys unto said Mortgagee, of the County of Mobile and State of Alabama, the following described personal property now in possession of the Mortgagor in Mobile County, Alabama, to-wit:

One certain motor vehicle described as follows, to-wit:

MAKE	MODEL	MOTOR NO.	SERIAL NO.	LICENSE NO.

Together with all equipment, attachments, tires, accessories and repairs placed upon said "Motor Vehicle". Mortgagor covenants that he is lawfully seized and with all equipment, attachments, tires, accessories and repairs placed upon said "Motor Vehicle". Mortgagor covenants that he is lawfully possessed of said car, has a good right to sell it, and that the same is free from all encumbrances excepting a purchase money or loan contract

held by amount \$ (if "none", so state) and Mortgagor further covenants to warrant and defend title to the same against the lawful claims of all persons.

Mortgagor shall pay to the order of Mortgagee, in Mobile, Alabama, the sum of Five hundred fifteen and 94/100- - - - - Dollars, according to the tenor of the installment payment, provided for in Sales Agreement entered into this day between said Mortgagor and Mortgagee,

for labor and/or parts as shown in Mortgagee Invoice No. S. 926 dated 1947 sold said Mortgagor by said Mortgagor, with interest and costs of legal attorney fees and according to the tenor of the following promissory notes to-wit:

Five hundred fifteen and 94/100- - - - - Dollars every - - - - - starting on the 14th day of May, 1947, until the aforementioned sum is paid in full.

In the event of the default of the payment of any of said installments, or of any one of said promissory notes at maturity, or failure on the part of said Mortgagor and Vendee to take due and proper care of the property sought to be purchased and sought to be mortgaged, or of any attempts to dispose of or create or remove the same or any part thereof from Mobile County, Alabama, or in default of any of the stipulations herein named with reference to the sale of said property and the provisions in this mortgage, or whenever Mortgagee shall so elect, it shall be lawful for said Mortgagee to take immediate possession of said property, the possession of this instrument being sufficient authority therefor and to sell the same at public or private auction to satisfy said debt, interest, and all costs of taking, keeping, advertising and selling of said property and a reasonable attorney fee, and this mortgage shall stand as security for said attorney's fees equally as security for said debt, whether this mortgage is fully foreclosed or not, the place and time of sale to be elected by Mortgagee, it being agreed and understood that the said Mortgagor may be a bidder at said sale.

Mortgagor represents that he is the owner of the vehicle described herein and represents that he has a good right to execute this mortgage.

WITNESS the hand and seal of said Mortgagor this 14th day of April, 1947.

Fuel Oil Supply Co.
L. W. Schumacher