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Any Sheriff of the State of Alabama—Greetings:  on Are Hereby Commanded to Summon			No			10
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No.	<u>_0_1</u>	20

### State of Alabama

Baldwin County

## CIRCUIT COURT

Plaintiff ... '

626-9201 - Hivry 315-

Charack 5 Defendant\_\_

## Detinue Summons and Complaint

Filed\_\_\_\_\_

OCT 2/1969

REGISTER

Plaintiff's Attorney

Defendant's Attorney

### To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Pt. 1, Box 40, Defendant lives at ala.

or Hury 31 n. near WKR & T.V.

Practi

OCT 22 1969 , 19

MILLOR Sheriff

I have executed this summons

this 6 Nov , 1969

by leaving a copy with

HEZEKIAH FOSTER

Shoriff claims\_\_

TAYLOR WILKINS , Sheriff

F.SE SEIBERT + T. BYRL Deputy Sheriff

Printed by Moore Printing Co.

10/2

## STATE OF ALABAMA County of Mobile.

KNOW ALL MEN BY THESE PRESENTS, That we, Goodyear Ser	
Principal, andFederal-Insurante-Sompany, as	
HEZEKIAH FOSTER	
\$400.00 the sum of	
r the payment of which well and truly to be made we, jointly and severally	, bind ourselves and each of us, our heirs,  Setpember
ecutors and administrators. Sealed with our seals and dated this	day of
the year of our Lord, one thousand, nine hundred andsixty-nine	
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That	whereas, the said
Goodyear Service Stores	
d, on the day ofSeptember 1969, (1), sue out in the Baldwin	he Circuit ons Court
f XXXX County, Alabama, a writ in detinue, direct to any Sheriff of the State of th	
hich said writ was placed in the hands of Taylor Wilkins	
Baldwin Sheriff of the County of Sheriff of the County of Sheriff of the County of Sheriff on the	
e following described property, to-wit:	
E electric range #J405	
CA Tape Recorder #YH12E	
and whereas the saidHezekiah Foster	
lefendant in said writ, has failed and neglected, for the space of five days f	rom the execution of said writ, to give bond
nd take possession of said property as authorized by law.	
Now is the said Goodyear Service Stores	
NOW IS the Said	
pon his failing in said suit, shall deliver the said property to the defenda	nt within thirty days after judgment, and
ay damages for the detention of the property and costs of suit, then this o	bligation to be void, otherwise to remain
n full force and effect.	
GOODYEAR S	ENVICE STORES
BY:	(Seal)
FEDERAL IN	SURANCE COMPANY (Seal)
BY: Mary	in Fact (Seal)
Marin 13th Marin	her/ 19/19
Caken and approved this the day of	
Sher	Hiff, Mobile County Alabama Baldwin County
63 PAGE 295	
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1 1 2	MOBILE COUNTY	

VS. Detinue Forthcoming

Bond by Plaintiff

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The State of Alabama  Baldwin County	No	:
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To Any Sheriff of the State of A	labama—Greetings:	
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to appear within thirty days from the se	rvice of this writ, in the Circuit Court to be held for	r said County
at the place of holding the same, then a	nd there to answer the complaint of GOODYRAR	
SERVICE STORES		
Witness my hand this	day of191	
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	COMPLAINT	
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GOODYEAR SERVICE STORES	HEZEKIAH POSEER	
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with the value of the hire or use thereof	during the detention, to-wit:	
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	AND	
	D1aint	riff's Attorney

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State of Alabai Baldwin County	na	Whereas,	eriff of said C the Plaintiff i affidavit and	n the within	as required	Defendant lives at	
CIRCUIT COL	JRT	by law you perty men sion unles	are hereby tioned in Con the Defenda	required to to plaint into y nt gives bon	ake the pro- our posses- d payable to	Receive	ed in office
		amount of	ff with suffice the value of the Defenda	the property.	with condi-		, 19
		will within	thirty days the Plaintif which may a	thereafter, f. and pay	deliver the all damages	The second secon	Sheriff
VS.	Plaintiff	thereof.	winen may av		:	I have execu	ted this summons
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	Defendant						
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	Aicei Attanna					· · · · · · · · · · · · · · · · · · ·	, Sheriff
Piai	ntiff's Attorney						Deputy Sheriff
Defen	dant's Attorney	<u> </u>				<u></u>	Printed by Moore Printing Co.
							tilling of theore trumme as-

# THE STATE OF ALABAMA Mobile County

and Federal Insurance Company	
are held and firmly bound unto HEZEKIAH FOSTER Of MXXXXXX Baldwin	
are held and firmly bound unto.	· · · · · · · · · · · · · · · · · · ·
#\$400.00 County, in the sum of	said
	Delice
Hezekiah Foster	
heirs, executors, administrators or assigns; for which payment, well and truly to be made, we	bind
ourselves, and each of us, our and each of our heirs, executors and administrators, jointly, sever	rally,
and firmly, by these presents. Sealed with our seals and dated this25da	ay of
September, 1969 195	
The condition of the above obligation is such, that whereas the above bound	
xxHezekizkxRsstexxxhisx GOODYEAR SERVICE STORES	
on the day of the date hereof hath obtained at the suit of Goodyear Service Stores	
A Summons and complaint for the recovery of personal chattels in specie against	
Hezekiah Foster	
and asks an endorsement on the summons, "That the Sheriff is required to take the property	men-
tioned in said Complaint into his possession," as required by law in such cases, which Summons Circuit Court of Baldwin	
Complaint are returnable to the CONTYNIAN SON SON MONTE County on the	
day of, 195, and which endorsement is made upon	ı the
plaintiff entering into this Bond.	Para 4 = P d
Now, if the said Plaintiff shall fail in this suit, and pay the Defendant all such costs	and
damages ashe	*****
and the control of th	
	laint
in said cause, then this obligation to be void; otherwise to remain in full force and effect.	
GOODYEAR SERVICE STORES	
Approved: BY: Molygod (I	S.)
FEDERAL INSURANCE COMPANY (I	S.)
My St. Many Seal Tell (I	ر S <sub>-</sub> )
	:
affrord 10-21-69 accent Duch, EVOL 63 PAGE 293	

# THE STATE OF ALABAMA, Mobile County

who, being duly sworn, deposeth and saith: that the property sued for in the complaint of Goodycar Service Stores  Hezekiah Foster  to-wit:  GE Electric Range #3405; RGA tape recorder, #VH-12E  Goodycar Service Stores  he said Plaintiff.  Sworn to-and subscribed before mg this	to-wit:  GE Electric Range #3405; RGA tape recorder, #WH.12E  Belongs to Bookyear Service Stores e said Plaintiff.  (Seal) September, 1969 A. D., 195	appeared	T. M. Brad	atord
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Coodyear Service Stores  the said Plantiff.  Conditions of Mobile County	LOWIE:  GEORGE Electric Range #1405; RCA sape recorder, #VH-12E  LONGYEAR Service Stores  e said Plaintiff.  (Seal)  September, 1969  A. D., 195  ORCE 1968  OCT C 1968  OCT C 1968  OCT C 1968			Hezekiah Foster
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#### CONDITIONAL SALES CONTRACT — RETAIL INSTALLMENT CONTRACT — SECURITY AGREEMENT

FOR VALUE RECEIVED Buyer promises to pay to the order of Seller shown hereon, the last balance set forth in Schedule "A" hereof. This agreement covers the purchase price of the merchandise and/or services described hereon and merchandise and/or services set forth in such prior agreements as

may be incorporated herein by reference. It is agreed that the title to the said merchandise shall be and remain in Seller until the whole of this note or any renewals hereof shall be paid in full and all other conditions fully performed. Upon default in the payment of any installment of this note or any interest hereon or the failure to pay said note or upon breach of any covenant herein contained or the misuse of or attempt to sell, dispose of or encumber said merchandise, or the filing of any insolvency proceedings, adjudication in bankruptcy, or proceedings under Chapter XII or XIII of the Bankruptcy Act, the whole unpaid balance shall immediately come due and payable and Seller in addition to its other legal remedies may at its option, either repossess said merchandise with or without prior demand or legal process, in which event all payments made on this note or any renewals thereof shall be deemed to be compensation for the use of preciation of said merchandise unless contrary to the laws of this State, or Seller may bring suit for the entire unpaid balance together with a resum as attorney fees. For the purpose of inspecting the merchandise or of repossessing it under the terms hereof, Seller is expressly authorized to upon the premises where the merchandise may be located, and in the event of repossessing said merchandise, is authorized to remove it regardless of how or to what it is attached. The above property shall remain personal property notwithstanding that it may be affixed to real property.

If prior unpaid accounts are included in Schedule A hereof, all payments received by Seller after the date hereof shall be applied pro rata against the balances on all accounts included therein, it being understood that the inclusion of such prior accounts is for the sole purpose of extending the time for making such payments and shall not release the titles previously retained.

Buyer has the privilege of purchasing the merchandise on either a cash or installment basis, and recognizes that the installment basis involves charges over and above the cash price, for legal interest, bookkeeping, credit investigation and other charges normally included in installment purchases. Buyer therefore agrees that to the extent such charges are in excess of legal interest the same shall be deemed expense of selling said merchandise on an installment basis, and no part of such excess shall be deemed interest for the loan of money. Unless contrary to the laws of this state, seller reserves the right to add "late charges" on each installment in default more than 10 days. Such late charges will be 5% of such installment not to exceed five dollars

(\$5.00) or to be less than one dollar (\$1.00). Buyer, does hereby authorize any attorney-at-law, insofar as permitted by the laws of this state to appear in any Court of Record of this state or in the United States after default has been made in any of the above payments or interest or after the above obligation becomes due and waive the issuing and service of process and confess judgment against Buyer in favor of Seller for the amount then appearing due. Buyer agrees to pay all costs, charges, expenses and disbursements including reasonable attorney's fee incurred in taking possession of said goods or in collecting any sums which may be due and owing hereunder. Buyer waives the benefit of all constitutional or statutory homestead or exemption laws which might otherwise be availed of.

"NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to a completely filled in exact copy of this contract when you sign it. Keep it to protect your legal rights. 3. Under the law, you have the following rights, among others, (a) To pay off in advance the full amount due and to obtain a partial refund of the finance or credit service charge; (b) Under certain conditions, to redeem the property if repossessed for a default; to require a resale of the property if repossessed."

BUYER HEREBY ACKNOWLEDGES RECEIPT OF THE MERCHANDISE AND SERVICES SET FORTH HEREON TOGETHER WITH A COPY OF THIS RETAIL MISTALLMENT CONTRACT.

THE GOODYEAR TIRE & RUBBER COMPANY (SELLER)

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The finance charges provided herein are not regulated by law. They are a matter of agreement between the parties.

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5	repossessed for a default; to require a resale of the property if repossessed."
	BUYER HEREBY ACKNOWLEDGES RECEIPT OF THE MERCHANDISE AND SERVICES SET FORTH HEREON TOGETHER
Artin Company	WITH A COPY OF THIS RETAIL/INSTALLMENT CONTRACT.
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,	THE GOODYEAR TIRE & RUBBER COMPANY
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1	The finance charges provided herein are not regulated by law. They are a matter of agreement between the NOT APPLICABLE IN STATE OF MICHIGAN.