

The State of Alabama, }
Baldwin County

CIRCUIT COURT

No. _____

19__

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon HEZEKIAH FOSTER

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 the same, then and there to answer the complaint of GOODYEAR

SERVICE STORES

Witness my hand this 21 day of Oct 1969

Alice J. Duck, Clerk

COMPLAINT

GOODYEAR SERVICE STORES

HEZEKIAH FOSTER

Plaintiff

Versus

Defendant

The plaintiff claims of the defendant the following personal property, to-wit:

GE Electric Range #J405 value of \$180.00

RCA Tape Recorder #YH12E value of \$20.00

with the value of the hire or use thereof during the detention, to-wit:

from _____ 19__, to _____ 19__

FILED

OCT 21 1969

ALICE J. DUCK

CLERK
REGISTER

C. L. Thompson Plaintiff's Attorney.

State of Alabama
Baldwin County

CIRCUIT COURT

Service Stores

Plaintiff

VS.

H Ezekiah Foster

626-9201 - Hwy 31 S -
Channah & TOWER Defendant

Detinue Summons and Complaint

FILED

Filed _____, 19

OCT 21 1969

Clerk

ALICE J. DUCK CLERK
REGISTER

C. L. H.
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.

Alice J. Duck Clerk

Defendant lives at
Rt. 1, Box 40, Daphne, Ala.
or Hwy. 31 N. Near WKRB T.V. Transmitter

RECEIVED
Received in office

OCT 22 1969, 19

TAYLOR WILKINS, Sheriff

I have executed this summons

this 6 Nov, 1969

by leaving a copy with

HEZEKIAH FOSTER
attached one 56
Electric Range #9405
one RCA Tape Recorder
#4412E
Bond made 11/13/69
By Pity

Sheriff claims 54 miles at

Ten Cents per mile Total \$ 5.40

TAYLOR WILKINS, Sheriff

BY Debert DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff

F. SEIBERT + T. BYRDE Deputy Sheriff

STATE OF ALABAMA
County of Mobile.

KNOW ALL MEN BY THESE PRESENTS, That we, Goodyear Service Stores and
as Principal, and ~~Federal Insurance Company~~, as Sureties, are held and firmly bound unto
HEZEKIAH FOSTER
in the sum of \$400.00

for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our heirs,
executors and administrators. Sealed with our seals and dated this 25 day of September
in the year of our Lord, one thousand, nine hundred and ~~sixty-nine~~

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said
Goodyear Service Stores

did, on the 25 day of September 1969, (1) Baldwin, sue out in the Circuit Court
of ~~Mobile~~ County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him to take
into his possession the following described property, to-wit: General Electric electric Range #J405
RCA Tape Recorder #YH12E

which said writ was placed in the hands of Taylor Wilkins
Sheriff of the County of ~~Mobile~~ Baldwin, on the 25 day of September, 1969, by taking into his possession
the following described property, to-wit: GE electric range #J405
RCA Tape Recorder #YH12E

and whereas the said Hezekiah Foster
defendant in said writ, has failed and neglected, for the space of five days from the execution of said writ, to give bond
and take possession of said property as authorized by law.

Now is the said Goodyear Service Stores

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment, and
pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to remain
in full force and effect.

GOODYEAR SERVICE STORES

BY: [Signature] (Seal)

FEDERAL INSURANCE COMPANY (Seal)

BY: [Signature] (Seal)

Atty in Fact

Taken and approved this the 13th day of September, 1969

[Signature]
Sheriff, ~~Mobile~~ County, Alabama
Baldwin County

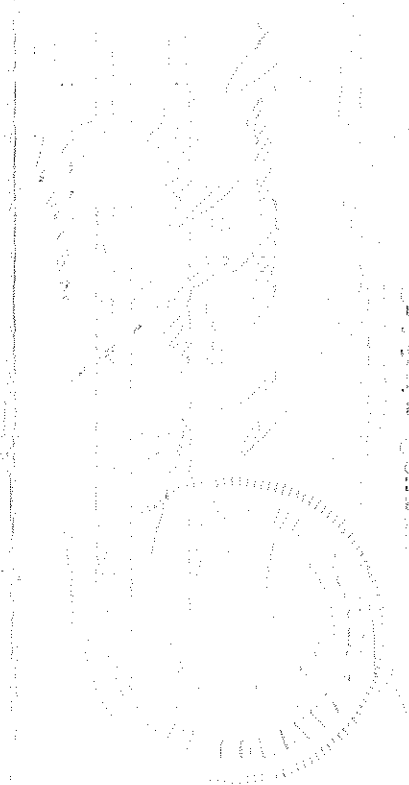
No. _____

COURT

MOBILE COUNTY

VS.

} Detinue Forthcoming
Bond by Plaintiff



The State of Alabama, }
Baldwin County

CIRCUIT COURT

No. _____

_____ 19____

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon HEZEKIAH FOSTER

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 the same, then and there to answer the complaint of GOODYEAR
SERVICE STORES

Witness my hand this _____ day of _____ 19____

_____, Clerk

COMPLAINT

GOODYEAR SERVICE STORES

HEZEKIAH FOSTER

Plaintiff

Versus

Defendant

The plaintiff _____ claims of the defendant the following personal property, to-wit:

GE Electric Range #J405 value of \$180.00

RCA Tape Recorder #VH12E value of \$20.00

with the value of the hire or use thereof during the detention, to-wit:

from _____ 19____, to _____ 19____

Plaintiff's Attorney.

State of Alabama

Baldwin County

CIRCUIT COURT

Plaintiff_ _ _

vs.

Defendant.

Detinue Summons and Complaint

Filed _____, 19____

_____, Clerk

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.

Clerk

Defendant lives at

Received in office

- 19

_____, Sheriff

I have executed this summons

, 195

by leaving a copy with

Sheriff

Deputy Sheriff

8950

THE STATE OF ALABAMA
Mobile County

Know All Men by These Presents, That we..... Goodyear Service Stores
and Federal Insurance Company

are held and firmly bound unto..... HEZEKIAH FOSTER of ~~XXXXXX~~ Baldwin
County, in the sum of..... # \$400.00Dollars, and costs to be paid to the said
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, severally,
and firmly, by these presents. Sealed with our seals and dated this..... 25day of
September, 1969 195.....

The condition of the above obligation is such, that whereas the above bound.....

~~Hezekiah Foster, his~~ 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 and
Circuit Court of Baldwin
Complaint are returnable to the ~~Court of General Sessions of Mobile County~~ on the.....
..... day of....., 195....., and which endorsement is made upon the
plaintiff entering into this Bond.

Now, if the said Plaintiff shall fail in this suit, and pay the Defendant all such costs and
damages as he
.....may sustain by reason of the wrongful complaint

in said cause, then this obligation to be void; otherwise to remain in full force and effect.

GOODYEAR SERVICE STORES

Approved:

BY: *Mr. [Signature]* (L. S.)

FEDERAL INSURANCE COMPANY (L. S.)

BY: *Mary Jean [Signature]* (L. S.)
Atty in Fact

George H. Schultz Jr.
Clerk of Court of General Sessions of Mobile County

approved 10-21-69
James J. Duck
clerk

THE STATE OF ALABAMA,
Mobile County

The undersigned authority, a Notary Public, Baldwin County,
Before me, ~~SIXX Wright, Clerk of the Court of General Sessions of Mobile County~~ personally

appeared
T. M. Bradford

who, being duly sworn, deposeth and saith: that the property sued for in the complaint of
Goodyear Service Stores Hezekiah Foster

VS.

to-wit:.....

GE Electric Range #J405; RCA tape recorder, #YH-12E

belongs to

Goodyear Service Stores

the said Plaintiff.

Sworn to and subscribed before me this.....25.....

day of.....September, 1969.....A. D., 195.....

~~CLINTON B. BROWN, Notary Public~~
Clerk of the Court of General Sessions of Mobile County

(Seal)

FILED

OCT 6 1969

DETINUE
BOND AND AFFIDAVIT

VS.

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 XI 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 and depreciation of said merchandise unless contrary to the laws of this State, or Seller may bring suit for the entire unpaid balance together with a reasonable sum as attorney fees. For the purpose of inspecting the merchandise or of repossessing it under the terms hereof, Seller is expressly authorized to enter 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 INSTALLMENT CONTRACT.


Witness

 (BUYER)
THE GOODYEAR TIRE & RUBBER COMPANY (SELLER)


Witness

By _____

The finance charges provided herein are not regulated by law. They are a matter of agreement between the parties.
★ NOT APPLICABLE IN STATE OF MICHIGAN.

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 and 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 XI 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 and depreciation of said merchandise unless contrary to the laws of this State, or Seller may bring suit for the entire unpaid balance together with a reasonable sum as attorney fees. For the purpose of inspecting the merchandise or of repossessing it under the terms hereof, Seller is expressly authorized to enter 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 any 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.

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



WITNESSES

x 

THE GOODYEAR TIRE & RUBBER COMPANY

By _____

Witness

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★ NOT APPLICABLE IN STATE OF MICHIGAN.