| LEFF ENGINEERING CO | O., INC.,  | ) | IN THE  | CIRCUIT  | COURT  | OF | BALDWIN | COUNTY |
|---------------------|------------|---|---------|--|--|----|---------|--------|
|                     | Plaintiff, | ) | ALABAMA | . AT   | LAW.   |    |         |        |
| - <b>∀</b> s        | ı          | ) |         | AND ARREST OF THE PROPERTY OF THE PARTY OF T |  |    |         |        |
| JOSEPH A. PLEASANT  | <b>*</b>   | ) | No.     | 204  | $\langle \cdot \rangle$  |    |         |        |
|                     | Defendant. | ) | 10.2    | And the Control of th | The same of the sa |    |         |        |

### COUNT ONE.

Plaintiff claims of the defendant a balance of \$144.45, due by defendant to plaintiff by conditional sale contract bearing date of August 6, 1951, between the plaintiff as vendor and the defendant as vendee, covering the purchase by the defendant from plaintiff of one New Fairbanks-Morse Pump, at and for the agreed time price of \$310.90, on which a down payment of \$30.00 was made, leaving the balance of \$288.90, payable in eighteen (18) equal consecutive monthly installments of \$16.05 each, beginning September 6, 1951; that the amount here sued for is past due and remains unpaid, together with the interest thereon. Plaintiff avers that so far as the debt is concerned the defendand by said contract, waived all right of exemption of personal property under the Laws and Constitution of Alabama.

### COUNT TWO.

Plaintiff claims of the defendant a reasonable attorneys fee, as provided by the contract set out and described in Count One hereof, which the plaintiff avers is the sum of \$50.00.

A. S. WHITING, ATTORNEY FOR PLAINTIFF. 708-9 Annex. First National Bank, Mobile, Alabama.

Note: The address of the defendant is said to be Rout One, Box 102,

Bay Minette, Alabama, and is said to be employed by the Newport Industries.

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| v.<br>J         |             |    | 77,464                         |    | - 15,<br>- 13,<br>- 15,<br>- 15, |     |    |     | :   |         | ,    |     |
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|        | CIRCUIT | COURT, | BALDWIN | COUNTY |
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| to appear an  | d 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    |  |
|               | Joseph A. Pleasant  | , Defendant  |
| by            | Left Engineering Company, Inc   |  |
|               |   |  |
| Witness my    | hand this 18th day of July  | 1953   |

| No. 2041 Page                       |   |
|-------------------------------------|---|
| THE STATE OF ALABAMA BALDWIN COUNTY | Defendant lives at  Route Ane Box 102 Bay Man |
| CIRCUIT COURT                       | RECEIVED IN OFFICE                            |
| LEFT ENGINEERING Company, Inc       | July 18, 1953<br>Saylar Wilking, Sheriff      |
| Plaintiffs vs.                      | Thave executed this summons this              |
| JOSEPH PLEASANT                     | Joseph Pleasant                               |
| Defendants                          |   |
| SUMMONS and COMPLAINT               |   |
|                                     |   |
| Filed 7-18                          |   |
| Mich Aluch Clerk                    |   |
|                                     |   |
|                                     |   |
|                                     |   |
|                                     |   |
| Plaintiff's Attorney                | Taley Walk-Sheriff                            |
| Defendant's Attorney                | Total Deputy Sherift                          |

### ALMUR S. WHITING

ATTORNEY AT LAW

Telephones:
Office: 2-3604
Residence: 6-6226

ANNEX, FIRST NATIONAL BANK BUILDING SUITE 708-9 MOBILE 6. ALABAMA

P. O. BOX 988

July 17, 1953.

Mrs. Alice J. Duck, Clerk of Circuit Court, Bay Minette, Ala.

Dear Mrs. Duck:

Re: Leff Engineering Co., Inc.

Vs: Joseph A. Pleasant.

I enclose complaint in the above matter and would thank you to let process issue thereon to the Sheriff, advising me when the same has been served.

For your convenience, a self addressed, post-paid envelope is herewith enclosed.

A CTIT / a

Yours traly,

2041

Left Engineering Co

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Joseph a. Pleasant

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IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW.

No. 2041

Leff Engineering Co., Inc.,

Plaintiff.

VS.

Joseph A. Pleasant,

### Defendant.

Record, and shows unto the Court that Joseph A. Pleasant, the defendant, was served with process in the above-styled cause on July 27th, 1953. as shown by the record herein. That more than thirty days has clapsed since the service of said process on the defendant; that the defendant has made no appearance and has filed no pleas herein, and is, therefore, in default.

wherefore, the premises considered, the plaintiff offers in evidence the mrs sales contract set out and described in Count One of the Complaint herein, and forming the basis of this suit, and prays the judgment of this Court for the principal balance due under said contract in the sum of \$144.45 plus interest thereon from June 6, 1952, in the sum of \$10.83, plus a reasonable attorney fee as provided by said contract in the amount of \$31.06, aggregating the sum of \$186.34, with waiver of exemptions as to personal property, together with the costs of this suit, for which let execution issue.

Dated this 28th day of August. A. D. 1953

A. S. Whiting, Attorney for the Plaintiff.

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| The State of Alabama, Baldwin County   | {                  | CIRCUI                                  | T COURT,                                | BALDWIN  | COUNTY   |
|--|--------------------|---|---|--|--|
|  | ,                  |   |   |  | TERM, 19   |
| To any Sheriff of the State  | of A               | labama,                                 | Greeting                                | ;:   |  |
| WHEREAS, at a regularSept  |                    | Term.19_                                | of the (                                | Circuit Court  | of Baldwin County  |
|  |                    |   |   |  |  |
| to-wit: On theday ofsaid term,   | <u>Seb</u>         | ţ                                       | , l                                     | 53 <sup>-</sup> , being  | a regular day of   |
| Left Engine  | ering              | *************************************** |   | **************************   |  |
| TOOOVERED INCOMEST CONSTRUCT   |                    |   | ······································  |  |  |
| recovered judgment against   | eph P              | leasant                                 | •••••••                                 | ******* *******************************  | ***************************************  |
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| for the sum of One Eignby-six and  |                    |   |   |  |  |
| and affidavit having been made by<br>that process of garnishment is believed to b  | A.S.               | Whiting                                 |   |  |  |
| that process of garnishment is believed to b<br>following named persons or corporations,   | e neces            | sary to obta                            | in satisfaction                         | of such Judg   | gment, and that the  |
| tonowing named persons of corporations,  | /1 <b>Z</b> ;      |   |   |  |  |
| Newport L  | nduş t             | ries Inc.                               | ******                                  |  | · .  |
|  |                    |   |   | ·<br>·   |  |
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| , two  |                    |   |   |  |  |
| is believed to be indebted to said defendant<br>contract for the delivery of personal propert<br>discharged by the delivery of personal prop<br>You Are Therefore Hereby Con | y, or o<br>erty, o | n a contract<br>r which is p            | for the paym<br>ayable in pers          | sonal property   | ey which may be  |
|  |                    |   |   |  |  |
| Newport Industrie  | s, la              | C.                                      |   |  |  |
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|  |                    |   |   |  |  |
| to be and appear before the honorable Judge  | of the             | Circuit Co                              | art for Baldw                           | in County, at  | the Court House  |
| thereof, in the city of Bay Minette, on the.   |                    |   |   |  | 1  |
| then and there within the three first days o   |                    |   |   |  | 17 7   |
| of the garnishment, or at the time makin   |                    |   |   |  |  |
| ing the garnishment, and making the answe  |                    |   |   |  |  |
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| by a contract then exist is, or are, liable to said defendants for the day be discharged by the delivery of person   | ing, an<br>elivery | id whether t<br>of personal             | y a contract<br>property, or i          | then existing<br>for the payme   | nt of money which  |
| whetherhas mot in  |                    |   |   |  |  |
| effects belonging to the defendant   | elr-*              | و مرحد عدد الله الله -                  |   | their  |  |
| Herein fail not, and have you then a   |                    |   |   |  |  |
| Witness, ALICE J. DUCK, Clerk of said C  |                    |   |   | 27,000   | A.D. 19 🕾  |
| Issuedday ofMc   |                    |   |   | . 1.00. <b>0</b> 2/0011  | ,,-,-,-,-,-,-,-,-,-,-,-,-,-,-,-,   |
|  | A'                 | TTEST:                                  |   |  |  |
|  | N                  | lice ,                                  | f-ren                                   | k  | , Clerk.   |

this 5 day of 90, 1953
TAYLOR WILKINS, Shealff

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| Circui   | t Cou  | rt, Balo         | dwin   | Cou               | nty       |
|----------|--------|------------------|--------|-------------------|-----------|
|          | No. 20 | )41 <del>½</del> |        | - 1<br>- 1<br>- 1 |           |
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| VS. {    |        | hment (          |        | idgme             | <b>nt</b> |
| Issued   | Litind | ay of Nov        | ember_ | 19                | .53       |
| Returnab | le     | _day of          |        | 19                | )         |
|          |        |                  |        |                   |           |

Printed by Moore Ptg. Co.

Attorney

| STATE | OF  | ALABAMA, | ) |
|-------|-----|----------|---|
| BALDW | /IN | COUNTY   | Ì |

| TO                                      | JOSEPH PLEASANT                   | ·<br>· .<br>·  | , Defendan              | nt:                  |
|---|-----------------------------------|----------------|-------------------------|----------------------|
|   |                                   |                |                         |                      |
|   | YOU ARE HEREBY NOTIFIED           | that a Writ of | Garnishment has been is | ssued in the case of |
|   | IEFF ENGINEERING,                 | co.            |                         | , Plaintiff,         |
| versus                                  | JOSEPH PLEAS                      | SANT           |                         | , Defendant,         |
| now p                                   | ending in the Circuit Court of Ba | ldwin County,  | Alabama, Law Side, in w | hich                 |
| 11,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | NEWPORT INDUBTRIES                | S, INC.        |                         |                      |
|   |                                   |                |                         |                      |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 4th day of November , 19453.

haS been named as Garnishee .....

Aucy Lench
Clerk of the Circuit Court.

## TO DEFENDANT OF GARNISHMENT BYCLERK OF CIRCUIT COURT BALDWIN COUNTY, ALABAMA TO LEFF ENGINEERING, CO. Plaintiff..... VS. Defendant.....

NOTICE

| LEFT ENGINEERING       | Company, Inc., |     | ) | In the CIRCUIT COURT OF |
|------------------------|----------------|-----|---|-------------------------|
| VS<br>JOSEPH PLEASANT, | ,              |     | ) | BALDWIN COUNTY, ALABAMA |
| ,                      | DEFENDANT.     | As. | ) | AT LAW                  |
|                        |                |     |   |                         |

AFFIDAVIT ON GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA BALDWIN COUNTY

Before me, Alice J. Tuck, Clerk of Fircuit Fourt, personally appeared A. S. Whiting as attorney for plaintiff, who being duly sworn deposes and says that the said left Engineering Company, Inc., on the 25th day of September, 1953 recovered a judgment against Joseph Pleasant in the Circuit Court in and for said Founty, for the sum of \$186.34 and for the further sum of \$10.25, costs of suit; and that he believes that process of garnishment against said Joseph Pleasant is necessary to obtain satisfaction of said judgment, and that NewFort/Inc. supposed to be indebted to the defendant in its possession or under its control.

Sworn to and subscribed before me this 40 day of 100, 1953

Clerk of Firewit Court, Baldwin

County, Alabama

FILED 11-4-53

ALICE L. BROWL, CLAPK

no 2041/2

Gamuchments mjugt.

NOV 4 12531 AUGE L DUCK, Clark

(To Dealer's Signature)

## CONDITIONAL SALE CONTRACT

3080g

\_\_(SEAL)

Dealer

#### APPIIANCES

| Sew   Pairbanks-N rse   Pump  | Rnver's   | Name                        | n eige aut kand ist eine verderlichte der State St<br>Till der State   |  | rales realization d  | teAugust_   | 5194.5  |
|---|---|-----------------------------|--|--|--|---|---|
| Bayer (which means all purchasers jointly and severally) has today purchased on the following terms and has examined copted in its present condition and received delivery from Seller of the following described merchands:    New   Fairbanks-M_rse   Pump  |   |                             |  |  |  |   |   |
| Bayer (which means all purchasers jointly and severally) has today purchased on the following terms and has examined copted in its present condition and received delivery from Seller of the following described merchands:    New   Fairbanks-M_rse   Pump  | Toll Le   | eff Eng                     | ineering Company, ]  | (nc. Sell  | er's Address <u>556</u>  | St. Louis St  | . Mobile, Ala.  |
| New or Used   | Rim   | ver (which                  | ch means all purchasers ioi  | intly and severally) has   | s today purchased o  | n the following te                                  | rms and has examined.   |
| 1   Now Fairbanks-Norse   Pump     \$ 282,   \$   |   | New or                      | ····   |  | Model  | Serial Nu   | mber Cash Pric  |
| Cash Salling Price \$22.755  Sales Tax \$5.655  Sales Tax \$5.655  Sales Tax \$5.655  Cash Down Payment \$30.00 Trade in \$ Total Down Fayment \$30.00  Unpaid Balance of Cash Selling Price \$253.00  Finance Charge \$30.90  Time Balance Charge \$30.90  Time Balance of Cash Selling Price \$253.00  Enable of the Consecutive monthly installments of \$15.05  The first installment of \$ all payable the same date of each month.  The first installment becomes due (Number and Street)  1. Dayer agrees to pay to Seller of order he said unpud balance of the purchase price in each installment to sit of merchandic is restinged, the beautifunction Title to still merchandic is restinged, the late of the still to still merchandic is restinged, the late of the still to still merchandic is restinged, the late of the still to still merchandic is restinged, the late of the still to still merchandic is restinged, the late of the still to still merchandic is restinged, the late of the still to still merchandic is restinged, the late of the still to still merchandic is restinged by the still to still merchandic in the still t   | 1   | New                         | Fairbanks-M rse  | Pump   |  |   | \$ 282,3  |
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| Cash Solling Price \$ 282.55  Sales Fax \$ 5.65  Unpaid Balance of Cash Selling Price \$ 2.252.00  Finance Charge \$ 50.90  Time Balance \$ 5.288.90  Time Balance \$ 5.0.90  The first installment of \$  | STREET, IN  | a englisher i green         | Terminate of The Control of the Cont |  |  |   | \$ .  |
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| Unpaid Balance of Cash Selling Price \$ 30.90  Finance Charge \$ 30.90  Time Balance \$ 288.90  Time Balance \$ 288.90  Time Balance \$ 288.90  Payable in 18 consecutive monthly installments of \$ 16.05 each, and one final installment of \$ all payable the same date of each month.  The first installment becomes due \$ 194 or one month from the date of this contract if not otherwise specified.  Said merchandise will be kept at Rt 1 Box 254 Bay Minnette Ala (City and State)  I. Buyer agrees to pay to Sellier or order the said unpaid balance of the purchase price, in such installments. Title to said merchandise is retained by the holder hereof (meaning Seller, or, if this contract is assigned, the assigned the assigned of belief until mide halders all the at Eurer's risk. Rolder may purchase such insurance in such form and amounts as holder may purchase such insurance in such form and amounts as holder may purchase such insurance in such form and amounts as holder may purchase such insurance in such form and amounts as holder may purchase such insurance in such form and amounts as holder may purchase such insurance in such form and amounts as holder may purchase such insurance in such form and amounts as holder may purchase such insurance, holder will pay all premiums thereon.  2. Buyer agrees: said merchandise which may become payable under such and sometime of the property and the such assistance of the property and the such assistance of the such assistan  | ** The principal Contract VIA (SS) 15             |                             | and the second s | The state of the s |  | \$ 28   | 8.00  |
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| payable in 18   | ua nan escripción del res escri                   | Ur                          | apaid Balance of Cash Sell   | ing Price  |  | \$ <b>25</b>  | <mark>8:00</mark> ::::::::::::::::::::::::::::::::::  |
| payable in 18consecutive monthly installments of \$   | rich AM and care described by a more,             |                             |  |  |  |   |   |
| The first installment becomes due   |   |                             |  |  |  |   |   |
| Said merchandise will be kept atRt.*1 Box 254 BayMinnette, Ala  | 7500  | pa                          | yable in 18 consecuti  | ve monthly installmen  | s of \$_16.05  | each, and   | MAR & 84,006 . V. 2000 com  |
| Said merchandise will be kept atRt.*1 Box 254 BeyMinnette, Ala  |   | t No on                     | e final installment of \$  | , all paya   | ble the same date o  | f each month.                                       |   |
| Said merchandise will be kept atRt.*1 Box 254 BeyMinnette, Ala  | the section of the section of                     | Th                          | ne first installment become  | es due   | , 194 o  | r one month   | eren eren en en eren in der en en eren eren eren eren eren ere  |
| 1. Buyer agrees to pay to Seller of order the said menchandise is the purchase price, in such installments. Title to said merchandise is retained by the holder hereof (menning Seller, or, if this contract is assigned, the assignee of Seller) until said balance, and all sums due hereunder, have been fully paid. Said merchandise shall be at Euyer's risk. Rolder may purchase such insurance in such form and amounts as holder may require; and Buyer hereby assigns to holder any monies not increases of the sums due hereunder which may become payable under such insurance, including return or unearned premiums, and directs any insurance omenany to make payment, directly to holder to be applied on the sums due hereunder, and appoints holder to be applied on the sums due hereunder, and appoints holder as attorney in fact to endorse any draft. If holder purchases such insurance, holder will pur all promiums thereon.  2. Buyer agrees: said merchandise shall be condition and free from the sum of the   | pr. 9280/20 00 00 00 00 00 00 00 00 00 00 00 00 0 | fr                          | om the date of this contrac  | ct if not otherwise spe  | citied.  | taka Masangangan - an Panasana tahun kamala kada Pa | e de la composition de la composition<br>La composition de la |
| 1. Buyer agrees to pay to Seller of order the said menchandise is the purchase price, in such installments. Title to said merchandise is retained by the holder hereof (menning Seller, or, if this contract is assigned, the assignee of Seller) until said balance, and all sums due hereunder, have been fully paid. Said merchandise shall be at Euyer's risk. Rolder may purchase such insurance in such form and amounts as holder may require; and Buyer hereby assigns to holder any monies not increases of the sums due hereunder which may become payable under such insurance, including return or unearned premiums, and directs any insurance omenany to make payment, directly to holder to be applied on the sums due hereunder, and appoints holder to be applied on the sums due hereunder, and appoints holder as attorney in fact to endorse any draft. If holder purchases such insurance, holder will pur all promiums thereon.  2. Buyer agrees: said merchandise shall be condition and free from the sum of the   | Said me   | erchandis                   | e will be kept at Rt   | 1 Box 254 Bay Mi   | mette, Ala.  |   |   |
| notice or demand for performance or legal process, enter any presigned, the assignee of Soller; butil said balance, and all sums due hereasigned, the assignee of Soller; butil said balance, and all sums due hereasigned, the assignee of Soller; butil said balance, and all sums due hereasigned, the assignee of Soller; that time is of the essence hereofy assigns to holder any monies not in may require; and Buyer hereby assigns to holder any monies not in excess of the sums due become payable under such accordance, including return or uncarried premiums, and directs any insurance, including return or uncarried premiums, and directs any insurance including return or uncarried premiums, and directs any insurance any draft. If holder purchases such insurance, holder to be applied on the sums due hereunder, and appoints holder as attorney in fact to endorse any draft. If holder purchases such insurance, holder will pay all promiums thereon.  2. Buyer agrees: said merchandise shall remain personal property and not become fart of the freshold; to pay promptly all taxes and assessment of the freshold; to pay promptly all taxes and assessment to the formal property and shall be contract; to level used merchandise shall on a state of the sums due hereunder, and no action with respect thereto side contract; to the property of the sum   | 1 D.  |                             | to wor to Sollor or order the  | said unnaid balance of   | nereunuer and in o   | c to said merchandise                               | sman coase and reimmate.  |
| Rolder may purchase such insurance in such form and amounts as hoter may require; and Buyer hereby assigns to holder any monies not in excess of the sums due hereunder which may become payable under such mourance, including return or uncarned premiums, and directs any insurance, including return or uncarned premiums, and directs any insurance, company to make payment, directly to holder to be applied on the sums due hereunder, and appoints holder as attorney in fact to endorse any draft. It holder purchases such insurance, holder will pay all promiums thereon.  2. Buyer agrees: said merchandise shall remain personal property and not become hart of the freehold; to pay promptly all taxes and assossiment upon said merchandise in good condition and free from the south of the temperation and for one hals contract; to keep said merchandise in good condition and free from the said merchandise in mount of the sums due hereunder, and no action with respect thereto si deemed to waive holder's right to the possession of said merchandise find included in the form of the sums due hereunder, and no action with respect thereto si deemed to waive holder's right to the possession of said merchandise will not be a form of the sums due hereunder, and no action with respect thereto si deemed to waive holder's right to the possession of said merchandise will not be a form of the sums due hereunder, and no action with respect thereto si deemed to waive holder's right to the possession of said merchandise will not be a form of the sums due hereunder, and no action with respect thereto si deemed to waive holder's right to the possession of any subject of cases of the sums due hereunder, and no action with respect thereto si deemed to waive holder's right to the possession of any therefore the sums due hereunder, and no action with respect the every of default by Buyer as against this obligation proceeding its brought to every sum of the same included to waive holder's right to the possession of any other default of the sum of the sum  | the purch   | hase price,<br>y the hold   | er hereof (meaning Seller, or,   | if this contract is as-  | notice or demand f   | or performance or les                               | gal process, enter any pren   |
| may require; and Buyer hereby assigns to holder any monies not in success of the sums due hereunder which may become payable under such insurance, including return or unearned premiums, and directs any insurance company to make payment, directly to holder to be applied on the sums due hereunder, and appoints holder as attorney in fact to endorse any draft. If holder purchases such insurance, holder will pay all promiums thereon.  2. Buyer agrees: said merchandises shall remain personal property and not become first of the freehold; to pay promptly all taxes and assessments upon said merchandise and/or for its use of operation and/or on the successories of the sums due hereunder, and a selling said merchandise of the sums due hereunder, and no action with respect thereto so this contract; to keel said merchandise in good condition and free from the parts placed of said merchandise find in good condition and free from the first placed of said merchandise find in good condition and free from the first placed of said merchandise find in the sum of the sums due hereunder, it being sagreed that holder's remet to exercise any right hereunder, it being sagreed that holder's remet to exercise any right hereunder, it being sagreed that holder's remet to exercise any right hereunder, it being sagreed that holder's remet to exercise any right hereunder, it being sagreed that holder's remet to exercise any right hereunder, it being sagreed that holder's remet to exercise any right hereunder, it being sagreed that holder's remet to exercise any right hereunder, it being sagreed that holder is remet to exercise any right hereunder, it being sagreed that holder's remeted to waive holder's right to the possession of said merchandise will not be removed from the place at which it is to be kept, as stated above, or even temporarily from the county in which Buyer now resides, without the view of the same that the county in which Buyer now resides, without the view of the same that of the same that of the same that of the same that  | Taldon w  | now marcha                  | so such insurance in such iorm   | and amounts as hower   | if necessary, withou   | it any liability to any<br>ainst any such liability | y person (and Buyer agree<br>), and retain all payments n   |
| sums due hereunder, and appoints holder as attorney in fact to endorse any draft. If holder purchases such insurance, holder will pay all promiums thereon.  2. Buyer agrees: said merchandise shall remain personal property and not become fact of the freehold; to pay promptly all taxes and assessments upon said merchandise and/or for its use og operation and/or on hais contract; to keep said merchandise in good condition and free from the said merchandise shall be attempt to said merchandise shall be attempt to said merchandise shall be att payer's expense and shall become a component part of said merchandise shall be att payer's expense and shall become a component part of said merchandise will not be the country in which Buyer now resides, without the removed from the place at which it is to be kept, as stated above, or even temporarily from the country in which Buyer now resides, without the written consent of holder; that said merchandise will not be used for any illegal purpose; to settle any claims against Seller directly with Seller and not to set up any such claim in any action brought by any assignee of Seller; that time is of the essence hereof; and that any notices to Buyer shall be sufficiently given if mailed to the above address of Buyer.  2. If ware defaults on the place at which it is to be kept, as stated above, or even shall be actificated by the procession of said merchandise will not be used for any such claim in any action brought by any assignee of Seller; that time is of the essence hereof; and that any notices to Buyer shall be paid as part of the debt ascertained to be due.   | may req   | uire; and                   | Buyer hereby assigns to hold   | er nnyomonies not in   | session; or holder r   | day proceed to sell sa                              | iid merchandise with or with  |
| my draft. It holder purchases such insurance, holder will pay all promiums thereon.  2. Buyer agrees: said merchandise shall remain personal property and not become part of the freehold: to pay promptly all taxes and assessments upon said merchandise and/or for its use or operation and/or on his contract; to keep said merchandise in good condition and free from alliens and engunitarises; and to astign, encumber, or in his contract; to keep said merchandise in good condition and free from alliens and parts placed or said merchandise; that said merchandise shall be affigurer's expense and shall become a component part of said merchandise will not be ferms of this agreement (but Buyer shall have no light to create any least merchandise for equipment, accessories, repulse or parts); to ferm of the county in which Buyer now resides, without the temporarily from the county in which Buyer now resides, without the temporarily from the county in which Buyer now resides, without the temporarily from the county in which Buyer now resides, without the consent of holder to remedy any default of the Buyer shall be credit the amount due and payable, and Buyer shall buyer or the breach of the Buyer hereunder, shall be credit the amount due and payable, and Buyer and and sugger shall be credit the amount due and payable, and Buyer shall be away to charge end the amount due and payable, and Buyer shall be sufficient as liquidated damages for the breach of the amount due and payable, and Buyer shall be away to charge on the sugger shall be credit the amount due and payable, and Buyer shall be away remaining to the amount due and payable, and Buyer shall be away to charge on the county in the contract and for the the amount due and payable, and Buyer shall be away the contract and for the the amount due and payable, and Buyer and herefunder.  4 All rights of exemption under the Constitution and laws of All and therefunder.  4 All rights of exemption under the Constitution and seemed to waive holders right to waive holders right to  | Ance con  | npany to D                  | nake payment, directly to noice  | mey in fact to endorse   | without having said  | merchandise at the<br>holder's expenses (wh         | sale; and the proceeds of<br>nether incurred in repossess   |
| 2. Buyer agrees; said merchandise shall relate the property all taxes and assessments upon said merchandise and/or for its use of operation and/or on this contract; to keep said merchandise in good condition and free from the county and said merchandise; that the said merchandise shall be at Duyer's expense and shall become a component part of said merchandise find included in the farms of, this agreement (but Buyer shall have no night to create any property from the county in which said merchandise; that said merchandise will not be removed from the place at which it is to be kept, as stated above, or even temporarily from the county in which Buyer now resides, without the written consent of holder; that said merchandise will not be used for any illegal purpose; to settle any claims against Seller directly with Seller and not to set up any such claim in any action brought by any assignce of not to set up any such claim in any action brought by any assignce of Seller; that time is of the essence hereof; and that any notices to Buyer.  2. If were defaults on property obligation under this contract and assessance and assign, encumber, or in deemed to waive holder a right to the possession of said merchandise remained in the sums due hereunder, and no action with respect thereto a cerevice any surplus. Holder may, by suit or otherwise, enforce por the sums due hereunder, and no action with respect thereto any cerevice any right herounder, in the selection of the sums due hereunder, and no action with respect thereto at receive any right herounder, it to the possession of said merchandise to exercise any right herounder, it to the possession of said merchandise remained to exercise any right herounder, it to the possession of said merchandise remained in the sums due hereunder, and no action with respect thereto at cerevice any right herounder, it to the possession of said merchandise remained to exercise any right herounder, it being agreed that holder's remetic to exercise any right herounder, it being agreed tha  | any draf<br>miuma tl                              | t If bold<br>hereon.        | ler purchases such insurance, h  | forder will bay all bre-   | holder to remedy an  | y default of the Buyer                              | r hereunder, shall be credited  |
| ments upon said merchandise and/or for its use of operation and free from this contract; by keep isid merchandise in good condition and free from itons and encumberances; not to entered to sell, assign, encumber, or in the country in the country in the all bearing to rest any for the said merchandise shall be at Buyer's expense and shall become a component part of said merchandise small be at Buyer's expense and shall become a component part of said merchandise included in the farms of this agreement (but Buyer shall have no right to create any for the country in which buyer no resides, without the removed from the place at which it is to be kept, as stated above, or even temporarily from the country in which Buyer now resides, without the written consent of holder; that said merchandise will not be used for any illegal purpose; to settle any claims against Seller directly with Seller and not to set up any such claim in any action brought by any assignce of soller three is of the essence hereof; and that any notices to Buyer shall be sufficiently given if mailed to the above address of Buyer.  2. If Buyer defaults on real volleration under this contract, or makes   | 2. Bu   | yer agrees                  | f the freehold: to pay prompt!   | y all taxes and assess-  | forthwith as liquida   | ted damages for the b                               | reach of this contract and  |
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| removed from the place at which it is to be kept, as stated above, or even temporarily from the county in which Buyer now resides, without the written consent of holder; that said merchandise will not be used for any rillegal purpose; to settle any claims against Seller directly with Seller and illegal purpose; to settle any claims against Seller directly with Seller and suggestion is made by defendant in said action to set up any such claim in any action brought by any assignee of Seller; that time is of the essence hereof; and that any notices to Buyer shall be sufficiently given if mailed to the above address of Buyer.  2. If Every defaults on any obligation under this contract, or makes  5. Waiver of any default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other defaults of the default shall not be a waiver of any other defaults or any other default shall not be a waiver of any other defaults or any other default any other defaults or any other defaults or any other defaults   | shall bec   | ome a con                   | ngonent part) of said merchand   | no wight to create any   | 4. All rights of o   | exemption under the C                               | onstitution and laws of Alab  |
| temporarily from the county in which Buyer now resides, without the written consent of holder; that said merchandise will not be used for any illegal purpose; to settle any claims against Seller directly with Seller and not to set up any such claim in any action brought by any assignce of Seller; that time is of the essence hereof; and that any notices to Buyer shall be sufficiently given if mailed to the above address of Buyer.  2. If Buyer defaults now now obligation under this contract, or makes  5. Waiver of any default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other default shall not be a waiver of any other defaults of the default shall not be a waiver of any other defaults of the default shall not be a waiver of any other defaults of the default shall not be a waiver of any other defaults of the default shall not be a waiver of any other default shall not be a waiver of any other defaults of the default shall not be a waiver of any other defaults of the default shall not be a waiver of any other defaults of the default shall not be a waiver of any default shall not be a waiver of any other defaults of the default shall not be a waiver of any default shall not b  | Mcu-on-s  | arcanier o                  | frank morehandiser that said I   | nerchandise will not be  | and Buyer agrees to  | pay all costs and ex                                | penses of collecting or atter   |
| shall be sufficiently given if mailed to the above address of Buyer.  If Buyer defaults on any obligation under this contract, or makes  ascertained the unpaid balance of the purchase price. Buyer agrees reasonable attorney's fee for the services of plaintiff's attorney at added to and considered a part of the unpaid balance of the purchase price. Buyer agrees reasonable attorney's fee for the services of plaintiff's attorney at added to and considered a part of the unpaid balance of the purchase price. Buyer agrees reasonable attorney's fee for the services of plaintiff's attorney at added to and considered a part of the unpaid balance of the purchase price. Buyer agrees reasonable attorney's fee for the services of plaintiff's attorney at added to and considered a part of the unpaid balance of the purchase price. Buyer agrees reasonable attorney's fee for the services of plaintiff's attorney at added to and considered a part of the debt ascertained to be due.  If Buyer defaults on any obligation under this contract, or makes  | +   | iin from d                  | tha county in which Buver no   | w resides, without the   | action in detinue of   | r other similar procee                              | ding is brought to recover  |
| Seller; that time is of the essence nereof; and that any notices of Buyer.  shall be sufficiently given if mailed to the above address of Buyer.  The buyer defaults on the debt ascertained to be due.  The buyer defaults on the debt ascertained to be due.  | illegal pu  | rpose; to                   | settle any claims against Seller   | cht by any assignee of   | ascertained the unpresentation assertained the unpresentation attorney | aid balance of the pur                              | chase price. Buyer agrees the of plaintiff's attorney shall   |
| 2 of Russer defaults on any obligation under this contract, or makes 5. Waiver of any default shall not be a waiver of any other d  | Seller: the                                       | hat time is<br>sufficiently | of the essence nereof; and the given if mailed to the above  | address of Buyer.  | added to and consi<br>price and shall be p                             | dered a part of the<br>aid_as_part of the del       | unpaid balance of the purc<br>bt ascertained to be due.   |
| an assignment for the honefit of creditors, or a fraudulent conveyance, or No change in this contract shall be binding unless in writing.   | 3. If   | Buyer der                   | aults on any obligation under t  | this contract, or makes<br>audulent conveyanceor   | No change in this  | contract shall be bin                               | iding unless in writing. B  |
| becomes the subject of bankruptcy or receivership proceedings, or a holder subsider the indebtedness or said merchandise insecure, at the option ment hereof. No agreement, promise, statement, representation, of  | becomes.  | the subject                 | of bankruptcy or receivership indebtedness or said merchandise   | insecure, at the option  | ment hereof. No a  | greement, promise, str                              | atement, representation, or   |
| aving payable have under, shall be immediately due and payable, together expressly contained herein. This contract shall apply to and bit   | CONTROL TANK                                      | vable boret                 | inder, shall be immediately due  | and payable, together  | expressly contained  | herein. This contract                               | ct shall apply to and bind  |
| employed. In any such case, Buyer agrees to pay said amounts or, at bolder's election, without notice or demand, all right and claim of Buyer cessors, and assigns.   | aran in il anno d                                 | I In one                    | such case. Buyer agrees to pr<br>ithout notice or demand, all ris  | ght and claim of Buyer   | to the benefit of Se   | ller and to Seller's hei                            | rs, personal representatives,   |
| Angawan in minground garage to be the control of th  | Aliandarian<br>Herrini ka                         | 2                           |  | tian in the company of the company o | A  | 0 1011  |   |
| Witness Null Herver (SEAL)  |   | 1 00                        | A COUNTY   |  | 1 1000 1 11/1/10   | 12-18 11/11/12                                      |   |
| Witness & One 1 Calhour (To River's Signature)  | witness_  |                             | <del></del>  |  |  | 10000   | (SEAL) Buy  |

### BUYER'S STATEMENT

| DATE    | August | 6. |
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decot State Ala.

\_\_19/51

Surver a Paris

IT IS ABSOLUTELY NECESSARY THAT THIS FORM BE FILLED IN COMPLETELY

| To loff Engineering Company, Tnc.  | Sec - Town - ASCELLET (Sec - ASSELLET )  |  |
|--|--|--|
| (Name of Dealer)  For the purpose of securing credit from you on my (our) obligation by  | hereto attached. I (we) make the following representations. TRADE, ENCUM-  |  |
| confident that I (wo) can meet the payments provided for in said confident that I (wo) can meet the payments provided for in said confidence of the merchandise described in said obligations of the merchandise described in said obligations.  | hereto attached, I (we) make the following representations: I am (we are) as they become due, and I (we) COVENANT NOT TO SELL, TRADE, ENCUM-<br>ation without your WRITTEN CONSENT until paid for in full:   |  |
| 그 사람들은 아이에 가는 아이를 가지 않는 것이 없었다. 그렇게 이 사람이 모든 것이 되었다. 그렇게 하는 것이 없는 것이 되었다. 그렇게 되었다.   | espied in the present sessition and received delicary area Seiss e   |  |
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| Businoss 2   | Income other than salary &per  |  |
| Profession   |  |  |
| Position and Badge NoLaborer   | Normal Discent   |  |
| Newport Industries   | Name and addresses of nearest relative 1101 store  |  |
| Rev Winnette, Ala.   | AddressDV9_4_UVA_8V4_100   |  |
|  |  |  |
| Georgia Hardwood Lumber Co.  | Por Minnette Ale.  |  |
| Alleman and the confidence of  |  |  |
| View Colors  | Address Bay Minnette, Ala.   |  |
| Checking or Savings Account  | Nome Brown Grocery Co.   |  |
| Real Estate and Personal Property Home   |  |  |
|  | 1 12 November 1  |  |
| Location Bay Minnette, Ala.  Description 6 Series and house 30.26  | Give Street and Number of House or R. F. D. Number   |  |
| Description 6 28368 and house  | Home Address Rt. 1 Box 254 Bay Minnette, Ala.  |  |
| and an area of the second of t | Poldwin  |  |
| LIST BELOW LOAN OR INSTALLMENT OBLEGATIONS NOW OWING   | County Day 15 County of the co |  |
|  | TON Wat Address Rt. 1 Box 254 Bay Minnette, Ala.   |  |
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| ARE HERE Dapaid  | How long mya you lived in present town or city   |  |
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| Name Unpaid NATIONA  | Give former location   |  |
| Accorded the second of the sec | All of the information in this statement is true and correct   |  |
| Are there any suits or judgments against you? No. MAY 2 4 1952   | Communication and the control of the |  |
| The state of the s | to the second of the second of   |  |
| 8.71 Heve  |  |  |
| Witness to Signature of Buyer  | - an Marrie Lee Steason  |  |
| Address 9.0.1304 93 1304 1000  | (Signature of Duyer) a galance of chief to   |  |
| [27] J. Lenn, p. 188. Characteristic and the dark of the control of the contro    | Geti selekije (), kities sepre kasust steite mi specime a positie sit selekije in selekije |  |
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DEALER'S REPRESENTATION AND ASSIGNMENT

The contract on the reverse side hereof having been accepted by Dealer, we hereby represent and warrent to The First National Bank of Mobile, in order to induce its purchase of said contract, that the same is genuine; the cash payment and/or the trade-in allowance was received; the Buyer is competent and more than twenty-one (21) years old; we had good title to the merchandise, free from all liens and encumbrances, at the time of the execution of said contract; all laws and regulations applicable to the transaction have been complied with; all statements of fact in said contract are true; and "Buyer's Statement" is true to the best of our knowleast, information and helief. For value begived, we hereby self and assign said contract, together with all rights and privilege, thereunder, and all interest in the merchandist of the first National Bank of the bile, its all interest in the merchandist of the transaction in the proceeding as we might take accept for this take such least or other, proceeding as we might take accept for this

Witness Steel and Ac.

assignment. The assignment is made with a recourse on us, and we, jointly and severally, guarantee payment of principal, and interest after maturity at the highest legal contract rate, collecting expense, costs and attorney's fees and all other sums due under said contract, as and when the same shall become due, accepting all the provisions of said contract, and authorizing said bank, without notice to us, to grant Buyer extensions of time and to compound or release any rights against Buyer example of the said contract, and waiving all demands and notices of default and all other things necessary to hold us; also waiving all rights of exemption and agreeing that in the event of non-payment at maturity of any installment due under said contract suit may be alreaght by and bank against any one or more or all of us, at the option of said bank, whether or not any suit has been compended against the Buyer.

has been compacted arginst the Buyer.

### ALMUR S. WHITING

ATTORNEY AT LAW

TELEPHONES: OFFICE: 2-3604 RESIDENCE: 6-6226 ANNEX, FIRST NATIONAL BANK BUILDING SUITE 708-9

August 28th, 1953.

MOBILE 6, ALABAMA

P. O. BOX 988

Hon. Alice J. Duck. Clerk of Circuit Court. Bay Minette, Alabama.

Dear Mrs. Duck:

Re: Leff Engineering Co., Inc. vs. Joseph A. Pleasant.

Enclosed please find motion for default judgment in the above matter, with sales contract, which please present to Judge Hubert Hall for the granting of judgment by default, and oblige.

Yours truly.

P. S. I enclose check for \$1.00 for use in issuing and recording certificate of judgment. Please let me know when judgment has been granted.