



**APPLIANCE BUYERS
CREDIT CORPORATION**

RETAIL INSTALMENT CONTRACT

FOR ABCC USE ONLY	
Dealer No. <u>14367</u>	Account No.

Date 5-27 1968

This contract made and entered into, the date above written, by and between:

LEASE BUYER SAMUEL M. WALLACE SELLER MIDDLETON FURN + APPL.
 PRINT ADDRESS P.O. Box 291 ADDRESS P.O. Box 497
 CITY LOXLEY STATE ALA ZIP CODE 36551 CITY LOXLEY STATE ALA ZIP CODE 36551

The Seller hereby sells and Buyer, having been quoted both a cash price and a time price, hereby purchases the property described below, delivery and acceptance of which in good order is acknowledged by Buyer, viz:

Serial No.	Model No.	New or Used	Description	Price		Total Cash Price (Including Sales Tax)
<u>1031</u>	<u>LSA450N</u>	<u>N</u>	<u>Washer</u>	<u>179</u>	<u>00</u>	\$ <u>317</u> <u>10</u>
<u>6212</u>	<u>LSE450N</u>	<u>N</u>	<u>Dryer</u>	<u>123</u>	<u>00</u>	Cash Down Payment \$ <u>10.10</u>
						Trade-in Allowance \$ <u> </u>
						(*Describe Below)
						Total Down Payment \$ <u>10</u> <u>10</u>
						Unpaid Cash Balance \$ <u>307</u> <u>00</u>
						Insurance (For Term of Contract):
						Credit Life \$ <u>4.61</u>
						Property \$ <u> </u> \$ <u>4</u> <u>61</u>
						Principal Balance \$ <u>311</u> <u>61</u>
						Finance Charge \$ <u>62</u> <u>07</u>
						Time Balance \$ <u>373</u> <u>68</u>
			Sales Tax	<u>15</u>	<u>10</u>	
				<u>317</u>	<u>10</u>	
*(Description of trade-in)						

Buyer agrees to pay the Time Balance in 24 consecutive monthly instalments beginning 6-28-68. Each instalment shall be in the amount of \$ 15.57, except the final instalment which shall be \$, payments to be made at the place designated by Seller or Seller's assigns.

ACCEPTED: The within contract is hereby assigned under the terms of the assignment on the reverse side hereof.

Seller Middleton Furn + Appl.
B. Middleton Date 5-27-68

**BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED
IN COPY OF THIS RETAIL INSTALMENT CONTRACT**

Buyer Samuel M. Wallace (Seal)
 (Person insured if ins. option exercised)

Buyer Racheal R. Wallace (Seal)

Y **Additional Terms and Conditions
on Reverse Side**

ADDITIONAL TERMS AND CONDITIONS

If payments are not made within 10 days after due date, Buyer agrees to pay reasonable late charges, which shall be computed at the rate of 5% of each instalment in default, but not exceeding the lawful maximum, or a minimum late charge of \$1.00 if allowed by law.

Title to the property shall remain in Seller or Seller's assigns until the purchase price is fully paid. Seller has a security interest in the subject matter of this agreement, including all additions and accessions thereto, to secure payment and performance of all Buyer's obligations hereunder. It is agreed that the property shall at all times be and remain personal property. Buyer shall be responsible for any loss or damage to said property.

Should Buyer default in the payment of any sum payable under this contract or in the performance of any of the other terms and provisions hereof, any and all amounts remaining unpaid hereunder, shall, at the option of the Seller, become due and payable forthwith and each party shall have the rights and privileges accorded by the Uniform Commercial Code as adopted in this state and any other applicable statute or statutes in effect in this state. Waiver of any default shall not constitute waiver of any other default. Buyer agrees if after default the contract is placed in the hands of an attorney for collection, to pay reasonable attorneys fees and court costs when permitted by law.

Buyer acknowledges that this agreement may be assigned and agrees that after such assignment Buyer will settle all claims against Seller directly and agrees not to set up any such claim as a defense, counterclaim, set-off, cross-complaint or otherwise, to any action brought under the terms of this agreement by an assignee.

It is understood that there are no understandings, representations or agreements outside the terms of this agreement and that this agreement shall not be hereafter modified, except in writing.

Any part of this agreement contrary to the laws of any state shall not invalidate the remaining provisions in that state.

ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned hereby sells, assigns, transfers and sets over to APPLIANCE BUYERS CREDIT CORPORATION the within contract, and all right, title, and interest in and to the property therein described, and all rights and remedies under said contract.

All warranties, terms and provisions of an agreement between the undersigned and Appliance Buyers Credit Corporation are made a part hereof by reference and upon which Appliance Buyers Credit Corporation relies in making this purchase.

(See reverse side for Dealer's Signature to Assignment)

10/2/69

For value received
pay to the order of
of James H. Middleton

APPLIANCE BUYERS CREDIT CORPORATION
by: *[Signature]*

RELEASE OF GARNISHMENT

903012

CIRCUIT

Court of

BALDWIN

County, Alabama

RE: J. H. MIDDLETON

vs.

Plaintiff.

SAMUEL N. WALLACE

Defendant.

To: The Bumper Service, Inc.

GARNISHEE

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 3rd day of September, 19 70

CLERK.

903013

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the12th... day ofFebruary....., 19...70, being a regular day of said term,

J. H. MIDDLETON

recovered judgment againstSAMUEL N. WALLACE.....

for the sum of\$203.68- with a balance due of \$183.68..... Dollars, and cost of suit,

and affidavit having been made byB. F. Stokes, III.....
 that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

The Bumper Service, Inc., 3353- Halls Mill Road, Mobile

has or is believed to have inits..... possession, or underits..... control money or effects belonging to said defendant Samuel N. Wallace..... or thatit..... is, or is believed to be indebted to said defendant or to be liable to them, or to one of them on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon The Bumper Service, Inc.,

3353 Halls Mill Road, Mobile

to file an answer in duplicate to the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, within 30 days from the service of the garnishment, or at the makingits..... answer, or at any time intervening the time of serving the garnishment, and making the answerit..... was indebted to said defendant Samuel N. Wallace and whetherit..... will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing it is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whetherit..... has not inits..... possession or underits..... control money or effects belonging to the defendant Samuel N. Wallace

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this.....10th..... day ofJuly....., A. D., 19...70

Issued10th day ofJuly..... A. D., 19...70

ATTEST:

Alice J. Duck Clerk.

Received 14 day of July 1970
and on 15 day of July 1970
I served a copy of the within writ
on The Bumper Service, Inc.
By service on Mrs. Lewis
01 JUL 1970 BY TAYLOR WILKINS, Sheriff D.S.
1010

Received 15 day of July 1970
and on 16 day of July 1970
I served a copy of the within writ
on The Bumper Service, Inc.
By service on Mrs. Lewis
01 JUL 1970 BY TAYLOR WILKINS, Sheriff D.S.
1010

RECEIVED
JUL 14 1970
TAYLOR WILKINS
SHERIFF
B. F. Stokes, III
Moore Printing Company, Bay Minette, Alabama

VS. } GARNISHMENT ON JUDGMENT
161
SAMUEL N. WALLACE,
Defendant
Mrs. Lewis - Bldg
THE BUMPER SERVICE, INC.
3353 Halls Mill Road
Mobile, Alabama - Garnishee

Issued 10th day of July 19 70
Returnable day of 19

CIRCUIT COURT, BALDWIN COUNTY
No. 9030 1/2
J. H. MIDDLETON,
Plaintiff

2nd (D) 8232

GIBBONS & STOKES

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

9030 1/2

E. GRAHAM GIBBONS
B. F. STOKES, III
WILLIAM L. HOWELL

July 9, 1970

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA 36601

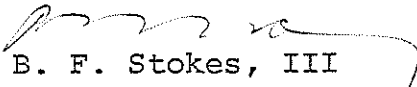
Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

Re: J. H. Middleton vs. Samuel N. Wallace, Case No. 9030

Dear Mrs. Duck:

Enclosed I am returning the garnishment affidavit which you returned, to reflect the amount of the payment and the balance on the judgment. I would appreciate it if you would process this as soon as possible.

Sincerely yours,


B. F. Stokes, III

BFS:mi
Encl.

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

9030 1/2

THE STATE OF ALABAMA }
MOBILE COUNTY
BALDWIN

CIRCUIT COURT # 32228

the undersigned Notary Public Baldwin
Personally appeared before me, ~~John E. Mandeville, Clerk of the Circuit Court~~ in and for ~~Mobile~~ County
and State aforesaid B. F. Stokes, III

who being duly sworn, on oath says, that on the 12 day of July, 1970
in the Circuit Court of ~~Mobile~~ Baldwin County, in Case No. 9030 The Plaintiff

J. H. Middleton

recovered a judgment against Samuel N. Wallace

the Defendant, whose address
is Mobile, Alabama

for the sum of \$183.68 (balance due on judgment plus all costs of court)
(Affiant states that judgment was for \$203.68 plus court costs and that a
Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;
total of \$20.00 has been paid on the judgment, leaving balance of \$183.68)
that The Bumper Service, Inc.

whose address is 3353 Halls Mill Road, Mobile, Alabama

is supposed to be indebted to or have effects of the said Samuel N. Wallace

in its possession or under its
control, and that he believes process of Garnishment against the said
The Bumper Service, Inc.

is necessary to obtain satisfaction of said Judgment.

B. F. Stokes, III

Sworn to and subscribed this 24th
day of June, A.D. 1970

Ellen Edwards
NOTARY PUBLIC

XXXX

STATE OF ALA. MOBILE CO.
I CERTIFY THIS PLEADING
WAS FILED ON

JUN 29 10 53 AM '70

Alice J. Duck
CLERK

FILED

JUL 1 1970

ALICE J. DUCK CLERK
REGISTER

No.....9030.....

CIRCUIT COURT

BALDWIN COUNTY

J. H. Middleton,

Plaintiff,

vs.

Samuel N. Wallace,

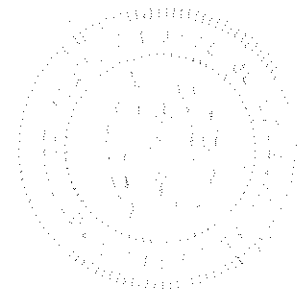
Defendant

**AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT**

Filed in Office,

.....19.....

.....
Clerk.



STATE OF ALABAMA

Baldwin County

TO SAMUEL N. WALLACE
....., Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..


J. H. MIDDLETON
....., Plaintiff.....,versus SAMUEL N. WALLACE
....., Defendant.....,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

..The Bumper Service Inc., 3353 Halls Mill Road, Mobile.....

has... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the

10th day of July
....., 19..70
.....
Clerk of the Circuit Court.

24 7-16-70

TRANSFER

NOTICE of ~~DEED~~

90 30 1/2

STATE OF ALABAMA,
MOBILE COUNTY

J. H. Middleton

Plaintiff

VS.

Samuel M. Wallace

Defendant

To Samuel M. Wallace

in said Cause: J. H. Middleton VS Samuel M. Wallace

You are hereby notified that

J. H. Middleton

the Plaintiff in the above entitled cause has prayed and obtained a transfer to the Circuit Court of Baldwin County, Alabama

from ~~the COURT OF GENERAL SESSIONS OF MOBILE COUNTY~~, and having complied with the requirements of the law in such cases made and provided, the same has been granted to the next term of the CIRCUIT COURT of Mobile County, to be held for said County, you are hereby notified accordingly.

Given under my hand this the 2 day of December 1969

Clerk, Court of General Sessions of Mobile County, Civil Division

Case No. 80543

J. H. Middleton

Plaintiff,

VS

Samuel M. Wallace
c/o Bumper Service, 3353 Halls Mill Road
Mobile, Alabama

Defendant.

TRANSFER
NOTICE OF ~~EXEMPTION~~

Returnable To The Circuit Court
OF BALDWIN COUNTY

Issued: _____

12 4-69
December 2, 1969

Serve On: Samuel M. Wallace

EXECUTED

This 4th day of Dec, 1969
by serving a copy of the within on
Samuel M. Wallace

RAY D. BRIDGES, Sheriff

By R. Swanson D.S

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.

DEC 3 9 41 AM '69

BY _____