

THE BANK OF FRIENDLY SERVICE

FOLEY • ALABAMA

September 2

19 69

No.

N. P. 61-292
61-36

Farmers & Merchants Bank

PAY TO THE
ORDER OF

Commercial Credit Equipment Corp.

\$ 670.74

Six hundred seventy & 74/100

***** DOLLARS

PAYABLE AT PAR

KEEP A RECORD OF EVERY TRANSACTION

For Contract# 34-72933

Elberta Motor Service

Ray R. M. [Signature]

⑆906 100292⑆

⑆0000067074⑆

100-443887-100

MONTGOMERY, ALABAMA

(All Prior Endorsements Guaranteed)

Commercial Credit Equipment Corp., a...

0155047

THE FIRST NATIONAL BANK
OF MONTGOMERY
MONTGOMERY, ALABAMA

310758. 310759. 310760.

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4. $(\mathcal{C}_1, \mathcal{C}_2)$ $\rightarrow$ $(\mathcal{C}_1, \mathcal{C}_2)$

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(1) 13600000

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Purchase Agreement

July 22, 1963
DATE

Elberta Motor Service

DEALER

SELLER

Elberta, Alabama

DEALER TOWN AND STATE

Emmett Gilledge

PRINT BUYER'S NAME

BUYER

Summerdale, Alabama

BUYER'S ADDRESS, TOWN AND STATE

ABOVE SELLER HEREBY SELLS, AND UNDERSIGNED BUYER HEREBY PURCHASES ON THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE REVERSE HEREOF, THE FOLLOWING PERSONAL PROPERTY IN ITS PRESENT CONDITION, DELIVERY AND ACCEPTANCE OF WHICH BUYER HEREBY ACKNOWLEDGES:

YEAR FIRST PUT INTO USE, IF USED	N OR U	MAKE AND TYPE ← [INDICATE NEW (N) OR USED (U)]	MODEL	SERIAL NO.	CASH SALES PRICE
63	N	"M.M." M5 Tractor	M5	17104729	\$5680.00
63	N	"M.M." 4Bottom Plow H			\$1011.00
ALL INTERESTS OF CCEC IN THIS CONTRACT HAS BEEN SATISFIED					71.92

SCHEDULE OF SEASONAL PAYMENTS*			TOTAL CASH SELLING PRICE (INCLUDING TAX)	
\$888.25	ON	12/1/63		\$6762.92
\$889.55	ON	7/1/64	DOCUMENTARY CHARGE	2.00
\$889.55	ON	12/1/64	INVESTIGATION FEE	
\$889.55	ON	7/1/65	TOTAL	\$6764.92
\$889.55	ON	12/1/65	CASH DOWN PAYMENT \$468.92	
\$889.55	ON	7/1/66	TRADE-IN ALLOWANCE \$1896.00	
\$889.55	ON		DESCRIBE TRADE-IN 1954 MOBILE C6D TRACTOR	
\$889.55	ON		TOTAL DOWN PAYMENT	\$2364.92
\$889.55	ON		UNPAID CASH BALANCE	\$4400.00
USE SPACES A, B, AND C BELOW FOR EQUAL MONTHLY PAYMENT SCHEDULE			DEFERRED TIME BALANCE OF \$	5337.30

BUYER PROMISES TO PAY TO THE ORDER OF SELLER THE

AS SHOWN IN THE ABOVE SCHEDULE OF PAYMENTS, OR IN (A) EQUAL MONTHLY INSTALLMENTS OF \$ (B) EACH, EXCEPT THE FINAL INSTALLMENT WHICH IS TO BE THE AMOUNT THEN DUE, BEGINNING (C) 19 AND ON THE SAME DAY OF EACH

SUCCESSING MONTH UNTIL PAID. AFTER MATURITY, ALL INSTALLMENTS DRAW INTEREST AT THE HIGHEST LEGAL CONTRACT RATE.

BUYER ACKNOWLEDGES RECEIPT OF AN EXECUTED COPY OF THIS AGREEMENT. EXECUTED IN QUADRUPPLICATE THE DAY AND YEAR FIRST ABOVE WRITTEN.

DATE PROPERTY DELIVERED → 7-22-63

ACCEPTED BY:  SIGN IN INK 

WITNESSES BY:  WITNESS  WITNESS

DEALER: COMPLETE ASSIGNMENT ON REVERSE SIDE ORIGINAL

PURCHASE AGREEMENT (Continued)

IT IS UNDERSTOOD AND AGREED THAT THIS CONTRACT AND SELLER'S INTEREST HEREIN WILL BE OFFERED TO COMMERCIAL CREDIT EQUIPMENT CORP. FOR DISCOUNT. ALL PAYMENTS BY THE BUYER ARE TO BE MADE TO THE OFFICE OF COMMERCIAL CREDIT EQUIPMENT CORP.

BUYER AGREES AND REPRESENTS THAT BUYER WILL NOT ASSERT ANY CLAIM OR DEFENSE WHICH BUYER MIGHT HAVE AGAINST SELLER IN ANY ACTION BY OR AGAINST COMMERCIAL CREDIT EQUIPMENT CORP. TO OBTAIN OR RETAIN POSSESSION OF THE PROPERTY OR FOR ANY UNPAID BALANCE HEREUNDER, OR OTHERWISE.

BUYER AGREES: THAT TITLE TO SAID PROPERTY SHALL NOT PASS TO BUYER UNTIL ALL SUMS DUE UNDER THIS CONTRACT ARE FULLY PAID IN CASH; THAT NO TRANSFER, RENEWAL, EXTENSION, OR ASSIGNMENT OF THIS CONTRACT OR ANY INTEREST THEREUNDER, OR LOSS, DAMAGE, INJURY OR DESTRUCTION OF SAID PROPERTY SHALL RELEASE BUYER FROM HIS OBLIGATION HEREUNDER; TO KEEP SAID PROPERTY FREE OF ALL TAXES, LIENS AND ENCUMBRANCES; NOT TO CONCEAL THE PROPERTY OR REMOVE IT FROM THE STATE OR TRANSFER ANY INTEREST THEREIN WITHOUT WRITTEN CONSENT OF THE HOLDER HEREOF; TO PAY ALL EXCHANGE CHARGES ON PAYMENTS AND ALL RECORDING, FILING AND SATISFACTION FEES IN CONNECTION HERewith; IN THE EVENT OF DELINQUENCY TO PAY A REASONABLE COLLECTION OR DELINQUENCY FEE TO REIMBURSE THE HOLDER HEREOF FOR EXPENSE CAUSED THEREBY; THAT SELLER IS AUTHORIZED TO CORRECT PATENT ERRORS IN THIS CONTRACT; THAT SELLER'S ASSIGNEE SHALL BE ENTITLED TO ALL RIGHTS OF SELLER; THAT SAID PROPERTY WILL BE USED FOR A COMMERCIAL, INDUSTRIAL, OR INCOME-PRODUCING PURPOSE.

TIME IS OF THE ESSENCE OF THIS CONTRACT. IF BUYER DEFAULTS IN COMPLYING WITH ANY OF THE TERMS OR CONDITIONS HEREOF, OR SELLER DEEMS HIMSELF INSECURE OR THE PROPERTY IN DANGER OF MISUSE OR CONFISCATION (OF WHICH THE SELLER SHALL BE THE SOLE JUDGE), OR IF A PROCEEDING IN BANKRUPTCY, RECEIVERSHIP OR INSOLVENCY OR FOR COMPOSITION OR EXTENSION OF DEBTS OR OTHER OBLIGATIONS BE INSTITUTED BY OR AGAINST BUYER OR THE SAID PROPERTY, THE FULL AMOUNT THEN UNPAID HEREUNDER SHALL BECOME IMMEDIATELY DUE AND PAYABLE WITHOUT NOTICE, AND SELLER OR HIS ASSIGNEE OR ITS AGENT OR ANY SHERIFF OR OTHER OFFICER OF THE LAW MAY EITHER: 1. COLLECT THE SAME BY SUIT OR OTHERWISE, OR 2. RETAKE POSSESSION OF SAID PROPERTY, WITH OR WITHOUT PROCESS OF LAW, AND FOR THIS PURPOSE MAY ENTER ANY PREMISES WHERE SAID PROPERTY MAY BE FOUND AND REMOVE SAME, AND SELL SAID PROPERTY EITHER AT PUBLIC OR PRIVATE SALE, WITHOUT NOTICE TO BUYER WITH OR WITHOUT HAVING SAID PROPERTY AT THE PLACE OF SALE, AT WHICH SALE SELLER MAY BID, AND APPLY THE PROCEEDS OF SAID SALE, AFTER FIRST DEDUCTING ALL REASONABLE EXPENSES AND CHARGES OF OBTAINING POSSESSION OF SAID PROPERTY AND OF SAID SALE, INCLUDING REASONABLE ATTORNEY'S FEES, TO THE AMOUNT UNPAID HEREUNDER, AND ANY SURPLUS SHALL BE PAID TO, AND ANY DEFICIENCY SHALL BE PAID BY THE BUYER, INCLUDING ANY REASONABLE ATTORNEY'S FEES AND COURT COSTS INCURRED IN THE RECOVERY OF SUCH DEFICIENCY.

UPON REPOSSESSION, ALL PAYMENTS SHALL BE RETAINED BY THE SELLER AS COMPENSATION FOR USE, DAMAGE AND DEPRECIATION OF SAID PROPERTY AND NOT AS A PENALTY. ACCEPTANCE OF ANY PAYMENTS AFTER MATURITY, OR ACCEPTANCE OF A PARTIAL PAYMENT, OR WAIVER OR COMPOSITION OF ANY OTHER BREACH OR DEFAULT, SHALL NOT CONSTITUTE A WAIVER OF ANY OTHER OR SUBSEQUENT BREACH OR DEFAULT OR PREVENT SELLER OR ITS ASSIGNS FROM IMMEDIATELY PURSUING ANY OR ALL OF ITS REMEDIES. SELLER SHALL HAVE THE RIGHT TO ENFORCE ONE OR MORE REMEDIES HEREUNDER SUCCESSIVELY OR CONCURRENTLY, AND SUCH ACTION SHALL NOT STOP OR PREVENT SELLER FROM PURSUING ANY FURTHER REMEDY WHICH HE MAY HAVE HEREUNDER. ALL NOTICES REQUIRED TO BE GIVEN BY BUYER SHALL BE PROPERLY GIVEN IF MAILED TO BUYER'S ADDRESS SHOWN ON THE FIRST PAGE HEREOF.

THIS AGREEMENT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES, AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS. NO WARRANTIES, EXPRESS OR IMPLIED, AND NO REPRESENTATIONS, PROMISES OR STATEMENTS HAVE BEEN MADE BY SELLER UNLESS ENDORSED HEREON IN WRITING. ANY PROVISION OF THIS CONTRACT PROHIBITED BY LAW OF ANY STATE SHALL, AS TO SAID STATE, BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION, WITHOUT INVALIDATING THE REMAINING PROVISIONS OF THE CONTRACT.

"NON-RECOURSE" SPECIAL ASSIGNMENT

FOR VALUE RECEIVED, WE HEREBY SELL, ASSIGN AND TRANSFER TO COMMERCIAL CREDIT EQUIPMENT CORP., HEREIN CALLED "CCEC", ITS SUCCESSORS AND ASSIGNS, THE WITHIN CONTRACT, AND ALL OF OUR RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY THEREIN DESCRIBED, AND ALL RIGHTS AND REMEDIES THERETO, INCLUDING THE RIGHT TO COLLECT ALL INSTALLMENTS DUE THEREON, AND THE RIGHT TO EITHER IN OUR OR CCEC'S NAME TO TAKE ALL SUCH PROCEEDINGS, LEGAL OR OTHERWISE, AS WE MIGHT HAVE TAKEN, SAVE FOR THIS ASSIGNMENT. THIS ASSIGNMENT IS MADE PURSUANT TO THE TERMS OF AGREEMENTS BETWEEN CCEC AND US AND IS SUBJECT TO OUR UNDERTAKINGS TO CCEC CONTAINED THEREIN.

DATE: _____ (DEALER'S CORPORATE, FIRM OR TRADE NAME)

BY _____ (OFFICIAL TITLE)

REGULAR ASSIGNMENT

FOR VALUE RECEIVED, WE HEREBY SELL, ASSIGN AND TRANSFER TO COMMERCIAL CREDIT EQUIPMENT CORP., HEREIN CALLED "CCEC", ITS SUCCESSORS AND ASSIGNS, THE WITHIN CONTRACT, AND ALL OF OUR RIGHT, TITLE AND INTEREST IN AND TO THE PROPERTY THEREIN DESCRIBED, AND ALL RIGHTS AND REMEDIES THERETO, INCLUDING THE RIGHT TO COLLECT ALL INSTALLMENTS DUE THEREON AND THE RIGHT EITHER IN OUR OR CCEC'S NAME TO TAKE ALL SUCH PROCEEDINGS, LEGAL OR OTHERWISE, AS WE MIGHT HAVE TAKEN, SAVE FOR THIS ASSIGNMENT. WE WARRANT THAT THE CONTRACT IS GENUINE, ENFORCEABLE, AND THE ONLY CONTRACT EXECUTED FOR THE PROPERTY DESCRIBED THEREIN; THAT ALL STATEMENTS THEREIN CONTAINED ARE TRUE, AND THAT THE PROPERTY WAS DELIVERED TO AND ACCEPTED BY BUYER. IN EVENT OF BREACH OF ANY OF THESE WARRANTIES, WE WILL PURCHASE SAID CONTRACT FROM CCEC IMMEDIATELY UPON DEMAND, AND WILL PAY CCEC THEREFOR AN AMOUNT EQUAL TO THE UNPAID BALANCE OWING THEREON, PLUS ANY COSTS OR EXPENSES INCURRED BY CCEC IN CONNECTION THEREWITH.

IF CCEC SHOULD REPOSSESS OR COME INTO THE POSSESSION OF ANY PROPERTY DESCRIBED IN SAID CONTRACT, WE WILL PURCHASE SUCH PROPERTY IMMEDIATELY UPON DEMAND IN ITS THEN CONDITION AND LOCATION, AND WILL PAY CCEC THEREFOR THE UNPAID BALANCE OWING ON SAID CONTRACT, OR THAT PORTION OF THE UNPAID BALANCE OWING ON SAID CONTRACT APPLICABLE TO SUCH PROPERTY, PLUS ANY COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY CCEC IN CONNECTION THEREWITH. IF WE FAIL OR REFUSE TO PURCHASE SAID PROPERTY, THEN CCEC MAY SELL THE SAME AT PUBLIC OR PRIVATE SALE, WITH OR WITHOUT NOTICE TO US, AND WE WILL PAY CCEC THE DIFFERENCE BETWEEN THE NET AMOUNT REALIZED FROM SUCH SALE AND THE PURCHASE PRICE PROVIDED FOR ABOVE. WE AGREE THAT CCEC MAY AUDIT OUR BOOKS AND RECORDS RELATING TO CONTRACTS SOLD TO CCEC AND THAT CCEC MAY, WITHOUT NOTICE TO US AND WITHOUT RELEASING OUR LIABILITY HEREUNDER, GRANT EXTENSIONS OF TIME OF PAYMENT OF SAID CONTRACT AND RELEASE ANY RIGHTS THEREUNDER, AND WE WAIVE PRESENTMENT AND DEMAND FOR PAYMENT, PROTEST OR NOTICE OF PROTEST. WE SHALL HAVE NO AUTHORITY, WITHOUT CCEC'S PRIOR WRITTEN CONSENT TO ACCEPT COLLECTIONS, REPOSSESS OR CONSENT TO THE RETURN OF SAID PROPERTY, OR MODIFY THE TERMS OF SAID CONTRACT.

DATE: 7-25-63 _____ (DEALER'S CORPORATE, FIRM OR TRADE NAME)

BY 10-75-09 CCEC _____ (OFFICIAL TITLE)

Lucy Lorchlain

ASSIGNMENT

For value received COMMERCIAL CREDIT EQUIPMENT CORP. hereby sells, assigns and transfers to GERTRUDE M. MORTON d/b/a ELBERTA MOTOR SERVICE, her successors and assigns, that certain purchase agreement executed by EMMETT GULLEDGE to ELBERTA MOTOR SERVICE on July 22, 1963, which said instrument was subsequently assigned by ELBERTA MOTOR SERVICE to COMMERCIAL CREDIT EQUIPMENT CORP. on July 25, 1963, and all of its right, title and interest in and to the property therein described, and all rights and remedies there- to, including the right to collect all installments due thereon, and the right to take all such proceedings, legal or otherwise, as it might have taken, save for this assignment.

Signed and sealed this 21st day of October, 1969.

COMMERCIAL CREDIT EQUIPMENT CORP.

BY

Its

ATTEST:

Secretary

WITNESS:

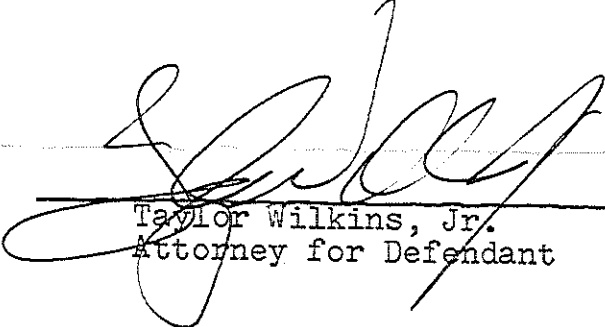
J. H. Kotto
M. M. Ruel

ROY R. MORTON and GERTRUDE	X	IN THE CIRCUIT COURT OF
M. MORTON, d/b/a ELBERTA	X	BALDWIN COUNTY, ALABAMA
MOTOR SERVICE,	X	
PLAINTIFFS,	X	AT LAW
VS.	X	
EMMETT GULLEDGE,	X	
DEFENDANT.	X	CASE NO:

Comes now the Defendant in the above styled cause and makes the following answer:

1. The Defendant moves this Honorable Court to strike Count Two (2) of the Plaintiffs' complaint for this Court is without jurisdiction of said Count.

2. The Defendant denies Counts One (1), Three (3), Four (4) and Five (5) of the Plaintiffs' complaint and demands strict proof thereof.


Taylor Wilkins, Jr.
Attorney for Defendant

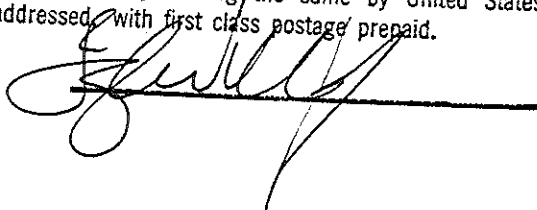
FILED

MAR 17 1970

ALICE J. BRYAN SCL

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 16 day of May 1970, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.



9120

SUMMONS

STATE OF ALABAMA, X

COUNTY OF BALDWIN. X

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons EMMETT GULLEDGE, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, Alabama, at the place of holding same by ROY R. MORTON and GERTRUDE M. MORTON, d/b/a ELBERTA MOTOR SERVICE.

Witness my hand this the 11 day of February, 1970.

Wince J. Duck
Clerk

** ** *

COMPLAINT

ROY R. MORTON and GERTRUDE	X	
M. MORTON, d/b/a ELBERTA	X	
MOTOR SERVICE,	X	IN THE CIRCUIT COURT OF
	X	BALDWIN COUNTY, ALABAMA
PLAINTIFFS,	X	
VS:	X	AT LAW
EMMETT GULLEDGE,	X	
DEFENDANT.	X	

COUNT I:

The Plaintiffs claims of the Defendant the following described personal property, to wit:

One 1963 N "M.M." M5 Tractor, Model M5, Serial No. 17104729; and One 1963 N "M.M." 4 Bottom Plow H, Serial No.

COUNT II:

The Plaintiff claims of the Defendant, TEN DOLLARS AND FIFTY-SIX CENTS (\$10.56), due by check, dated April 3, 1969, made payable to the Plaintiff and drawn by the Defendant on the BALDWIN NATIONAL BANK OF ROBERTSDALE, ALABAMA, which check has been returned marked "Account Closed," together with interest thereon.

COUNT III:

The Plaintiffs claim of the Defendant ONE THOUSAND TWO HUNDRED THIRTY-SIX & 61/100 DOLLARS (\$1,236.61), due from him by account on, to wit: the 16th day of June, 1968, which sum of money, with interest thereon is still unpaid.

COUNT IV:

The Plaintiffs claim of the Defendant ONE THOUSAND TWO HUNDRED THIRTY-SIX & 61/100 DOLLARS (\$1,236.61), due from him on account stated between the Plaintiff and the Defendant on, to wit: the 16th day of June, 1968, which sum of money, with interest thereon, is still unpaid.

COUNT V:

The Plaintiffs claim of the Defendant ONE THOUSAND TWO HUNDRED THIRTY-SIX & 61/100 DOLLARS (\$1,236.61), due from him for merchandise, goods and chattels sold by the Plaintiffs to the Defendant on, to wit: the 16th day of June, 1968, which sum of money, with interest thereon, is still unpaid.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 6th day of February, 1970.



Forest A. Christian, Attorney for
Plaintiff

Defendant's address:

Route 1
Summerdale, Alabama

18-453 7154 "EYE EASE" HAMMERMILL LEDGER	DATE 19__	ITEMS	FOLIO	DEBITS	CREDITS	DR OR CR.	BALANCE
	7/25 6, 63	Har., Part, Labor, services etc.		68 03			998.28
	" 11, 63	Hyd fluid. wear & cap		4.66			1050.97
	12/1 64	" Jack - Piston		30 41			1021.56
	3/14/64	Labor and Plow		12 00			993.33
	5/28/64	Hyd. Hoses & repairs		37 32			1030.70
	6/5	Spoke Plugs - labor & trip		14 94			
	6/8	'335" Hyd repairs - Labor		33 75			
	6/6	1-10A 12276 Hoses Hyd		5 92			
	6/8	1-10A 110 " "		8 84			
	6/8	2 trips steam clean air cleaners		9 00			
	6/11	Hyd Lift Pins		1 35			
	6/12	Trips - 2 hr labor		8 50			
	6/12	" - 3 hr " "335" 20"		11 00			\$1123.80
	6/12	Left Parts from our 335 - Parts Returned		29 59			
	6/16	M602 Parts - Labor		30 55			
	6/20	Hyd 6 trips - acc - 5.87 gal @ 3.50		20 55			
	6/22	Our '335" repairs Housing etc & labor		191.32			\$1348.65
	July 14-64	- '335" - 335 Overhauls		115.46			
	Aug 10-64			47 49			162.95
	" 20-	Plow shares etc		23 30			176.25
	Sept 3	Belt - fluid		5 05			191.30
	10/9	Inclon filters, Hyd fluid, seals-		9 88			201.18
	10/14	Uni - Inc & Hammer Overhauls		816.96			768.14
	10/26	" " " " " " " "		4 53			
	10/30	" " " " " " " "		44 11			566.78
	11/2	" " " " " " " "		22 85			
	11/4	Hyd Hoses & fluid		14 76			
	11/4	'335" Lift Repairs		21 75			
	11/7	Uni Inc & Hammer Overhauls		6 50			
	11/9	" " " " " " " "		83			

DATE	ITEMS	FOLIO	✓	DEBITS	✓	CREDITS	DR. CR.	BALANCE
June 66	Bal of acc & Disc Harrow			856 53				
July	Parts & Labor			310 88				1,167 41
Aug	" "			55 98		8/13/66 200.00		967 41
Sept	" "	P 1102.55 4107 441.10 L 102.00 1248.55		29 61				
October	" "			361 68		10/22 300.00		1114.60
Nov.	" "	P 457.94 1248.55 68.71 L 609.4		44 30				
Dec 66	" "	525.95		115 48				1074.10
1967								
April 74						756.14		518.26
April 67				283 13		144.48		138 65
June 67				127 37				
July-Aug				143 17				
Nov				3 05				930.44
	C.C.E.C. Inc			200				2556 72
	We Paid 2 notes total 1624.28					12/1/67 2500.00		56 72
								56 72
JAN 11, 68	Plow Parts etc			55.59				
" "	Hyd. Jack Repairs			12 72				125.03
FEB 2	Disc Beaming			10 05				
" 15	Ign. Switch			6 60		R.P. 6.60		135 08
MAR 6	Plow Shares			14 21				
" 11	" Brace Mouldboard			37 97				
" 21	Disc Beaming			10 05		10 05		187.26
" 11	MS REPAIR INV # 3679			238 28				425.54
MAY 2	WATER PUMP & LABRIL MS			37 95				
" 14	Disc Beaming			20 10				
" "	Jack Repairs			46 49				
" 15	Plow new disc, Ingt. repaid			6 57				536 65

ADDRESS

18-453 "EYE EASE" HAMMERMILL LEDGER		DATE 19- 68	ITEMS	FOLIO	✓	DEBITS	✓	CREDITS	DR OR CR.	BALANCE 536.65
MAY 21			M670 Repair Int ⁿ 2783			323.31				
MAY 23			M5 " " 2784			91.45				
" 25			DISC - PLAIN PARTS			26.09				980.40
" 28			FILTER CARTRIDGE			3.00				
" 29			PLATE WHEEL PARTS - LABOR			10.49				990.99
June 6			M5 Int ⁿ 2787			219.67				
" 7			Hyd. Hose & fittings			15.90				
" 16			Misc Bearings			10.05				1236.61

PHONE YU 6-6511

ELBERTA, ALA.

November 27 1967

ELBERTA MOTOR SERVICE

MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: CASH OR 30 DAYS ON ALL PARTS & LABOR—EQUIPMENT CASH OR BANKABLE NOTES

Emmett Gullage

C.C.E.C. Bal. Due	#124.38	
Our open account due	930.45	
	#2554.72	
C.C.E.C. Inst. Fee	2.00	
	#2556.72	
12/7/67 - C.C.E.C. Note	2500.00	
Balance Due	#56.72	

Phone 986-6511

ELBERTA, ALA.

196

ELBERTA MOTOR SERVICE

MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: CASH OR 30 DAYS ON ALL PARTS & LABOR—EQUIPMENT CASH OR BANKABLE NOTES

Emmett Gullage

BROUGHT FORWARD

Jan 11, 1968 thru June 16, 1968

Sum Equip repair parts & labor \$1236.61

The above is true and correct statement of account and is unpaid.

Gertrude M. Morton
 Gertrude M. Morton, Credit Manager

Sworn to and subscribed before me on this 6th day February, 1970.

Ruth Hollingsworth

Ruth Hollingsworth
 Notary Public
 Baldwin County, Alabama
 My Commission Expires March 2, 1970

Phone 986-6511

ELBERTA, ALA., June 7, 1968

ELBERTA MOTOR SERVICE
MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

Emmet Gullidge

[illegible]

Phone 986-6511

ELBERTA, ALA. 6-16-68, 196

ELBERTA MOTOR SERVICE
MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS, AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

Carroll H. Hedges

[illegible]

QUAN.	PART NO.	ARTICLE	PRICE
2-	10A14258	SCALERS	4.96
4-	10A14258	WASHERS	2.60
1-	10A8486	SCALERS	9.00
1-	10A8489	SCREW	1.45
2-	10A6712	CONE	14.50
2-	10A1697	CAP	6.68
2-	10A8440	CONE	15.00
1-	10A8441	CAP	4.83
5-	10P706	HY. OIL/60	3.00

Elberta Motor Service **AUTOMOBILE, TRUCK & TRACTOR REPAIR**

ROY R. MORTON, Owner

TELEPHONE L291-R

ELBERTA, ALA.

NAME E. Gullett

DATE June 6, 1968

ADDRESS

PHONE NO.

LICENSE NO. & STATE	MAKE & MODEL	MOTOR NO.	SERIAL NO.	MILEAGE
	M 5			

OPER. NO.	KIND OF WORK	AMOUNT
	Build up left Rear Axle By LAFLETTA for Cone.	15.00
	Remove & Install Bearings in Rear Axle - & adjust Shimms & Rinsing Grease	
	22 HOURS AT \$5.00	110.00
	Advan. Clean	2.50
	Outgoing Tolls	2.50

		QUAN.	ACCESSORIES, TIRES & TUBES	PRICE	TOTAL LABOR	
TOTAL PARTS		61.74	5 hrs.			135.00
GALS. GAS			6 hrs.			61.74
QTS. OIL			5 hrs.			27.00
12 1/2 gal. LBS. GREASE GenV oil = 90 LBS			4 hrs			
TOTAL GAS, OIL, GREASE at 30% = 27.00			2 hrs			

Phone 986-6511

ELBERTA, ALA

ELBERTA, ALA., May 14, 1968

ELBERTA MOTOR SERVICE
MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS, AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

Emmett Cullidge

[illegible]

Phone 986-6511

ELBERTA, ALA.

ELBERTA, ALA., May 2, 1968

ELBERTA MOTOR SERVICE
MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS, AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

EQUIPMENT CASH OR BANKABLE NOTES
Ernest Gulledge

[illegible]

Phone 986-6511

ELBERTA, ALA.,

May 15, 1968

ELBERTA MOTOR SERVICE
MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

Emmett Cullodge

[illegible]

5.1.1

Phone 986-6511

ELBERTA, ALA.,

May 14, 1968

ELBERTA MOTOR SERVICE
MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

EQUIPMENT CASH OR BANKABLE NOTES
6 months Bullseye

QUANTITY		PRICE
1-11A45	Jack Piston	27.36
1-10A1840	" " Clevis yoke	11.84
1-11A5774	" Oil seal	90
1-10A109	" "O" Ring	40
1-10A30	" " "	20
1-10A1023	" Basket	85
1-10A22410	Hex Nut (special)	75
		42.30
	Lab cutting yoke from	69
	piston - overhauling jack	3.50
		\$ 46.49
	chk	
	By Ervin	
	E.H.	

by Edwin

E1H

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ELBERTA, ALA.,

196

ELBERTA MOTOR SERVICE MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

Emmett Muller

QUANTITY	SHEET #2	PRICE
	Bronzed Toward	107 20
4-10R406	Roll Guards 325	13 00
1-10R954	Rear Main	16 56
1-10R401	Center "	5 50
1-10R396	Frontman	5 50
2-10R362	Seals	4 20
4-	spark Plugs	17 65
1-10R241	Mat for Vaporizer	1 50
1	Plunger	1 50
1	Power Bull switch	
		172 41
	Tax	2 60
		\$175.01

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ELBERTA, ALA.,

196

ELBERTA MOTOR SERVICE MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

Emmett Muller

M 602.

QUANTITY	SHEET #1	PRICE
2-10A6834	front wheel Bearings 160	3 20
2-10A6833	" " " 1680	5 60
2-10A7571	" " " 1110	2 20
2-10A6901	" " " 1250	5 00
2-10A6828	filt seals 75	1 50
1-650X16	tire + tube	8 50
1-10A1185726	Spindle	12 00
1-11B35953	Piston	19 00
3-10A1567	Spindle Bushing 160	4 80
1-10A9498	" thrust Bearing	1 40
2 Nuts	" "	70
4-10R614	tye Rod End Pins 75	3 00
1-10R1045	Value Spring Gasket set	12 75
1-10A9130	Pan Gasket	1 10
2-10A9040	Rock strip REAR MAIN	60
2-10A9125	Roll " 165	1 30
8-10A9544	Washer " 120	1 60
2-10R1017	stump Piston Rings	16 00
1-10A10423	oil filter	2 75
2-10A10422	Washer for filter	1 20
		\$107.20

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May 28, 1968

ELBERTA MOTOR SERVICE
MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

EQUIPMENT

: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 6
EQUIPMENT CASH OR BANKABLE NOTES

James H. Bullock

[illegible]

May 25, 1968

ELBERTA MOTOR SERVICE
MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

RTS EQUIPMENT

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS
EQUIPMENT CASH OR BANKABLE P

Summit Hall

[illegible]

Phone 986-6511

ELBERTA, ALA.

ELBERTA, ALA., May 29, 1968

ELBERTA MOTOR SERVICE
MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS, AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

EQUIPMENT

FOR PARTS AND LABOR CASH OR 30 DAYS AFTER 30 DAYS C.O.D.
EQUIPMENT CASH OR BANKABLE NOTES

Emmett Lullidge

[illegible]

196.

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ELBERTA, ALA.,
ELBERTA MOTOR SERVICE
MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

ARTS

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER
EQUIPMENT CASH OR BANK

[illegible]

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1964

ELBERTA MOTOR SERVICE
MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS, AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

PARTS AND LABOR CASH OR 30 DAYS, AFTER 30 DAYS C.O.D.
EQUIPMENT CASH OR BANKABLE NOTES

Commett Gullidge

[illegible]

QUAN.	PART NO.	ARTICLE	PRICE
4	10P1407	PLATES 530	20.80
1	10A10111	Alcal	1.00
1	10A1723	Washer	20
1	10A1381	Bearing	1.10
1	10A9408	Washer	2.00
5	10A12047	Pins	80
1	10A11394	Pump	16.25
1	10A11393	Pump	8.00
1	11A11395	Pump	5.75
2	10R914A	Holser and 675	13.50
2	10A6708	P.b. 175	3.50
1	10A1657	Bushing	1.00
2	10A7611	Seals 80	1.60
1	11A7075	Spring	.75
2	18685	Bearing 520	10.00
1	10A13566	Washer	1.75
1	10A17455	Wing Hosen	12.00
1	10A8253	Washer	.35
4	10R706	Ny fluid 60	2.40
			102.25
TOTAL PARTS			
GALS. GAS			
QTS. OIL			
25	LBS. GREASE AT 30		7.50
TOTAL GAS, OIL, GREASE			

Elberta Motor Service
AUTOMOBILE, TRUCK & TRACTOR REPAIR No 3679
 ROY R. MORTON, Owner
 TELEPHONE L291-R ELBERTA, ALA.
 NAME *Ernest Mullidge* DATE *3-11* 19*68*
 ADDRESS _____ PHONE NO. _____

LICENSE NO. & STATE	MAKE & MODEL	MOTOR NO.	SERIAL NO.	MILEAGE
	<i>M5 MM Truck</i>			

OPER. NO.	KIND OF WORK	AMOUNT
	<i>Rebuilt</i>	<i>7.00</i>
	<i>Rebuilt Double Yoke</i>	
	<i>Guided Bearings in Trunk + Adjust</i>	
	<i>in new Wires</i>	
	<i>TIGHTEN BULL GEARS</i>	
	<i>Act Pump beam & Pinion</i>	
	<i>22 hours at 5.00</i>	<i>120.00</i>

QUAN.	ACCESSORIES, TIRES & TUBES	PRICE	TOTAL LABOR
			<i>127.00</i>
			TOTAL PARTS <i>102.25</i>
			GAS, OIL, GREASE <i>7.50</i>
			ACCESSORIES
			TIRES, TUBES
			OUTSIDE REPAIRS
			TAX <i>1.53</i>
			TOTAL <i>238.28</i>

I hereby authorize repair work to be done as described above with necessary parts, to be listed at your regular prices. I agree to pay cash on delivery of car or on satisfactory terms to you; and until paid in full it shall constitute a lien on this car. I further agree that you will not be held responsible for car or articles left in car in case of fire, theft, accidents or other causes beyond your control. My car may be driven by your employees for road tests at my own risk.

PROMISED	DELIVERED	WORK AUTHORIZED BY	RECEIVED BY
A.M. P.M.	A.M. P.M.		<i>Giff</i>

Phone 986-6511

ELBERTA, ALA.,

Feb 15

1968

ELBERTA MOTOR SERVICE

MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

Emmett Colledge

QUANTITY	PRICE
1- 10P3042 Switch	6 50
tax	10
	<u>6 60</u>
Parts Returned for Credit	
Mar. 6, 1968	
E.H.	

Phone 986-6511

ELBERTA, ALA.,

Feb. 2

1968

ELBERTA MOTOR SERVICE

MINNEAPOLIS-MOLINE

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

Emmett Colledge

QUANTITY	PRICE
1- 20H5836 Bearing.	9 90
tax	15
	<u>10 05</u>
chg	
L. Hunte	

ELBERTA, ALA.,

1968

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

TERMS: PARTS AND LABOR CASH OR 30 DAYS. AFTER 30 DAYS
EQUIPMENT CASH OR BANKABLE NOTES

TERMS: PARTS AND LABOR CASH OR 30 DAY NOTES
EQUIPMENT CASH OR BANKABLE NOTES

EQUIPMENT CASH OR BARRAGE HOLE

Committ. Bulldoze

311

ELBERTA, ALA.

1968

PARTS

EQUIPMENT

SERVICE

TERMS: PARTS AND LABOR CASH OR 30 DAYS, AFTER 30 DAYS C.O.D. AND 8 PERCENT INTEREST
EQUIPMENT CASH OR BANKABLE NOTES

EQUIPMENT CASH OR BANKABLE NOTES

Emmett Bulledge

QUANTITY		PRICE
2-	10A1023 GasKet 80	160
2-	10A136 O Rings 20	40
2-	11A4271 Vglves 260	520
1-	10A109 O Ring	40
		760
		72
	Steam Clean	772
	+ Repair IdCK	
	1 hr labor	500
		1272

*Executed 2-24-1978 By serving a copy
of the within summons & Complaint
on Emmett W. Gledge
Taylor Wilkins
117 Hall
50 miles N.E.
R. Dale*

*Shirley claims 50
Ten Cents per mile Total \$5.00
or
Brook
County Sheriff*

NO. 9120

SUMMONS AND COMPLAINT

ROY R. MORTON and GERTRUDE M.
MORTON, d/b/a ELBERTA MOTOR
SERVICE,

PLAINTIFFS,

VS:

EMMETT GULLEDGE,

DEFENDANT.