#### FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA GODE 205 - PHONE 943-2201 FOLEY, ALABAMA 36535

April 16, 1970

Hon. Telfair Mashburn
Bay Minette, Alabama 36507

Re: Seiberling Tire &

Rubber Company

Vs: Bay Minette Home & Ruto, Inc., a corp.,

Ruto, Inc., a corp., Horace E. Tindal, ind., Alivia F. Tindal, ind., John Z. Davis, ind. and

Mrs. John Z. Davis

Case No. 9165

### Dear Judge Mashburn:

Kindly render a judgment in amount of \$400.00 principal, \$36.00 Interest and \$80.00 Attorney's fee for total of \$516.00, which is on an open account secured by guarantors executed by all the defendants dated May 9, 1968. Said guarantors provide for reasonable attorney's fee.

Cordially yours,

FOREST A. CHRISTIAN

Note:
Storace & alva Indall were
served apr 3-1990; therefore
we will have to hold

This for fragment until

May 3

ON ALABAMA'S BEAUTIFUL GULF COAST-

Gentlemen:	•

Rubber Company, (hereinafter "Company") selling and	
Bay Minette Home & Auto, Inc. at Bay Mine "Principal") tires, tubes, tire repair material, homerchandise as are offered for sale by the Company terms of credit as it determines, the undersigned homerchand to be payment, at maturity or at any time the incurred by the Principal in the purchase of goods such indebtedness be in the form of book accounts, extensions thereof, or by check, draft or other evi interest thereon.	from time to time in such amounts and upon such ereby jointly and severally guarantee(s) to the reafter, of the indebtedness to the Company and merchandise of the kind mentioned, whether promissory notes, originals, renewals or
This guaranty shall be operative upon and inclowing by the Principal to the Company and shall be revocation thereof in respect to future indebtednes to the Company at Akron, Ohio. Guarantor(s) will certified as correct by the Company, as a true stat Principal and further agree(s) that in any suit bro required other than such certified account. No set and the Principal, nor any claim, counterclaim or of Company, shall reduce the Guarantors' liability to manner whatsoever.	construed as continuing until written is is served by us by registered mail addressed accept a statement of Principal's account, ement of the amount due and owing by the ught on this guaranty no proof shall be tlement or compromise between the Company iffset claimed by the Principal against the
This guaranty shall jointly and severally bind administrators, executors and assigns. The Company remedies against Principal prior to exercising its Guarantor(s). Where permitted by law, Principal an severally liable for court costs and other reasonab the amount of the indebtedness.	shall not be required to exhaust its rights and remedies hereunder against d Guarantor(s) shall be jointly and
We hereby waive notice of acceptance hereof an protest.	
IN WITNESS WHEREOF, we hereunto set our hands	this this day of May, 1968.
Witness:	BAY MINETTE HOME & AUTO, INC.  By Haracl Educat
11/17.11)000	Title Vice President
Witness:	Address 116 Hoyle Ave., Bay Minette, Alabama
July # Mossbell	Gyarantor (John Z. Davis-As An Individual)
Witness! (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	Box 582, Bay Minette, Alabama  Address  Guarantor (Mrs. John Z. Davis-As An Individual)  Box 582, Bay Minette, Alabama  Address
	Guarantor

Gentlemen:	
Pubbor Company (bereinefter "Company") selling and	delivering to(hereinafter
Bay Minette Home & Auto, Inc. at Bay Marine Bay Minette Home & Auto, Inc. at Bay Marine Bay Minette Home & Auto, Inc. at Bay Marine	from time to time in such amounts and upon such the dereby jointly and severally guarantee(s) to the treafter, of the indebtedness to the Company and merchandise of the kind mentioned, whether promissory notes, originals, renewals or
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This guaranty shall jointly and severally bind administrators, executors and assigns. The Company remedies against Principal prior to exercising its Guarantor(s). Where permitted by law, Principal as severally liable for court costs and other reasonal the amount of the indebtedness.  We hereby waive notice of acceptance hereof as	rights and remedies hereunder against and Guarantor(s) shall be jointly and ble costs and attorney fees in addition to
protest.	
IN WITNESS WHEREOF, we hereunto set our hands	this 9th day of May, 196
Witness:	BAY MINETTE HOME & AUTO, INC.
Hd. Brewe	By Haracl & Sundal
	Title President
Witness:	Address 116 Hoyle Ave., Bay Minette, Alabama
July Il Mousticelf	Guarantor (Horace E. Tindal-As An Individual)
Witness ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	Box 286, Rt. 1, Robertsdale, Alabama Address Silvia Jinda
	Guarantor(Mrs.Alvia Tindal-As An Individual)  Box 286, Rt. 1, Robertsdale, Alabama  Address
	Guarantor

64 PAGE 583

Address

STATE OF ALABAMA. )

COUNTY OF BALDWIN. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons BAY MINETTE: HOME & AUTO, INC., a corporation, HORACE E. TINDAL, individually as guarantor; ALVIA F. TINDAL, individually as guarantor, JOHN Z. DAVIS, individually as guarantor, and MRS. JOHN Z. DAVIS, individually as guarantor, 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 SEIBERLING TIRE & RUBBER

WITNESS my hand this the // day of March, 1970.

#### COMPLAINT

SEIBERLING TIRE & RUBBER COMPANY,

PLAINTIFF.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

VS:

BAY MINETTE HOME & AUTO, INC., a corporation, HORACE E. TINDAL, individually as guarantor, ALVIA F. TINDAL, individually as guarantor,

JOHN Z. DAVIS, individually as guarantor, and MRS. JOHN Z. DAVIS, individually as

guarantor,

DEFENDANTS.

The Plaintiff claims of the Defendant FOUR HUNDRED & 00/100 DOLLARS (\$400.00), due by open account by guaranty executed by all the defendants. Said guaranty was dated May 9, 1968, and account is due from them on the 28th day of February, 1968, together with interest thereon is still unpaid.

Said guaranty provides for a reasonable attorney's fee which the Plaintiff alleges to be EIGHTY & 00/100 DOLLARS (\$80.00).

A sworn to itemized statement of account is attached hereto and made part hereof.

dresses of Defendants:

Forest A. Christian, Attorney for Plaintiff

Bay Minette Home & Auto, Inc.-Bay Minette- Horace E. Tindal, President. Carorace E. Tindal & Alvia F. Tindal-Route 1, Box 286, Robertsdale, Alabama whn Z. Davis & Mrs. John Z. Davis-Box 582, Bay Minette, Alabama

served on

	Amount due	\$ 400.00
State of PENNSYLVANIA	Amount due	36.00
County of ALLEGHENY S. S.	Interest	Φ
	Total	\$ 436.00
City of PITTSBURGH	Motory Publ	ic in and for said
Before me, William Schwartz		
County and State, personally appeared P.A. Baysura		
who being by me sworn in due form of law, doth depose and say, that he is.	agent o	
Seiberling Tire & Rubber Co.		
that the annexed account against Bay Minette Home & Au	to Center In	
is correctly copied from books of original entry of Seiberling That within the knowledge of the affiant, the charges were made in said book date; that the goods for which said charges were made, were sold and delive correct; and the account just and true, as stated; that said plaintiffs hold no part thereof; that there is now due and owing the whole sum of Dollars and Cents, with interest thereon amount of the control of t	ered as charged; the security for said in hundred anting to \$36.	debtedness, or any  one of the rinterest has been
Sworn to and Subscribed before me this 5th		
day of March , A. D. 196/70	a. Bayour	2
In Testimony Whereof: I have hereunto set my	WILLIAM SCHWARTI.	
hand and seal the day and year aforesaid.  NOTARY PUBLIC.	WILLIAM SCHWART PHISDUIGH, Alloxò My Commissio Fobracty 18	expires

# Bay Minette Home & Auto Center, Inc. Bay Minette, Alabama

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Ck rec'd	12/31/68	3 to 1		800	
	. 0/20/60			400 <b>.</b>	00 00 Balance
Ck tec.	1 2/28/69			44U <sub>0</sub>	An Barrages

THE SEIBERLING TIRE & RUBBER COMPANY AKRON, OHIO 44309

### Gentlemen:

In consideration of The Seiberling Tire & R	ubber Company, a division of The Firestone Tire &
Rubber Company, (hereinafter "Company") selling	and delivering to
Bay Minette Home & Auto, Inc. at Ba	y Minette, Alabama , (hereinafter
"Principal") tires, tubes, tire repair material,	home and auto supplies and such other goods and
merchandise as are offered for sale by the Compa	ny from time to time in such amounts and upon such
terms of credit as it determines, the undersigned	d hereby jointly and severally guarantee(s) to the
Company the payment, at maturity or at any time	thereafter, of the indebtedness to the Company
incurred by the Principal in the purchase of good	ds and merchandise of the kind mentioned, whether
such indebtedness be in the form of book account	s, promissory notes, originals, renewals or
extensions thereof, or by check, draft or other	evidence of such indebtedness together with
interest thereon.	
This guaranty shall be operative upon and i	nclude any and all indebtedness now or hereafter
owing by the Principal to the Company and shall	be construed as continuing until written
revocation thereof in respect to future indebted	ness is served by us by registered mail addressed
to the Company at Akron, Ohio. Guarantor(s) wi	ll accept a statement of Principal's account.
certified as correct by the Company, as a true s	tatement of the amount due and owing by the
Principal and further agree(s) that in any suit	brought on this guaranty no proof shall be
required other than such certified account. No	settlement or compromise between the Company
and the Principal, nor any claim, counterclaim of	r offset claimed by the Principal against the
Company, shall reduce the Guarantors' liability	to the Company or affect this guaranty in any
manner whatsoever.	
This guaranty shall jointly and severally b	ind the Principal and Guarantor(s), their heirs,
administrators, executors and assigns. The Compa	any shall not be required to exhaust its
remedies against Principal prior to exercising is	ts rights and remedies hereunder against
Guarantor(s). Where permitted by law, Principal	and Guarantor(s) shall be jointly and
severally liable for court costs and other reason	nable costs and attorney fees in addition to
the amount of the indebtedness.	,
we hereby waive notice of acceptance hereof protest.	and all demands and notice of nonpayment and
IN WITNESS WHEREOF, we hereunto set our hand	ds this 9th day of Man .199
Witness:	BAY MINETTE HOME & AUTO, INC.
	21 Principal 1
14.1 Drive	By Alorace E-indal
•	TitlePresident
Witness:	Address 116 Hoyle Ave., Bay Minette, Alabama
01 0000	71 0 4 - 11
Thille The More will for	Marcel a - undas
	Guarantor (Horace E. Tindal-As An Individual)
Witness, /	Box 286, Rt. 1, Robertscale, Alabama
At all forth	Address
4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Cuprosto Office Alaria Mindal As
	Guarantor(Mrs.Alvia Tindal-As An Individual)
	Box 286, Rt. 1, Robertsdale, Alabama
	A 3.3
	Address
•	
	Address Guarantor

Gent)	lemen:
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In consideration of The Seiberling Tire & Rubbe Rubber Company, (hereinafter "Company") selling and	er Company, a division of The Firestone Tire & delivering to
Bay Minette Home & Auto, Inc. at Bay Mineterical at Bay Mineter at	te, Alabama, (hereinafter e and auto supplies and such other goods and from time to time in such amounts and upon such treby jointly and severally guarantee(s) to the ceafter, of the indebtedness to the Company and merchandise of the kind mentioned, whether promissory notes, originals, renewals or
This guaranty shall be operative upon and incluowing by the Principal to the Company and shall be or revocation thereof in respect to future indebtedness to the Company at Akron, Ohio. Guarantor(s) will a certified as correct by the Company, as a true state Principal and further agree(s) that in any suit brown required other than such certified account. No settend the Principal, nor any claim, counterclaim or of Company, shall reduce the Guarantors' liability to manner whatsoever.	construed as continuing until written is is served by us by registered mail addressed accept a statement of Principal's account, ement of the amount due and owing by the aght on this guaranty no proof shall be clement or compromise between the Company affect claimed by the Principal against the
This guaranty shall jointly and severally bind administrators, executors and assigns. The Company remedies against Principal prior to exercising its Guarantor(s). Where permitted by law, Principal and severally liable for court costs and other reasonab the amount of the indebtedness.	shall not be required to exhaust its rights and remedies hereunder against Guarantor(s) shall be jointly and
We hereby waive notice of acceptance hereof and protest.  IN WITNESS WHEREOF, we hereunto set our hands	
IN WITNESS WHEREOF, We nereunto set our hands	thisday of
Witness:	BAY MINETTE HOME & AUTO, INC.
HA. Brewe	By Haracl Edudal
	Title Vice President
Witness:	Address 116 Hoyle Ave., Bay Minette, Alabama
John Harbeille	Gyarantor (John Z. Davis-As An Individual)
	Box 582, Bay Minette, Alabama
Witness!	Address Blue Lang
	Guarantor (Mrs. John Z. Davis-As An Individual Box 582, Bay Minette, Alabama
	Address
	Guarantor
	Address

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> Just at Statur Inur Baldun Co

PLAINTIFF,

VS.,

BAY MINETTE HOME &

AUTO, INC., a corporation, HORACE E.

TINDAL, individually
as guarantor, JOHN Z.

DAVIS, individually
as guarantor, and
MRS. JOHN Z. DAVIS,
individually as
guarantor.

DEFENDANTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

CASE NUMBER:

9165

### DEMURRER:

Come the defendants and for demurrer to the complaint filed in the above styled cause show as follows:

Said complaint fails to state a cause of action ..

solicítor for dúfindaly/s

Defendants demand a trial by jury.

Je Jon Manyer

FILED

APR 20 1970

ALCE J. DULK CLERK REGISTER

9165 Deberling Tire + Rubberlo

Bay minette Home + auto

Co.

d/4/a

#### SUMMONS

STATE OF ALABAMA, COUNTY OF BALDWIN. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons BAY MINETTE HOME & AUTO, INC., a corporation, HORACE E. TINDAL, individually as guarantor; ALVIA F. TINDAL, individually as guarantor, JOHN Z. DAVIS, individually as guarantor, and MRS. JOHN Z. DAVIS, individually as guarantor, 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 SEIBERLING TIRE & RUBBER COMPANY.

WITNESS my hand this the day of March, 1970.

J. Duck

### COMPLAINT

Ŏ SEIBERLING TIRE & RUBBER COMPANY. IN THE CIRCUIT COURT OF PLAINTIFF. BALDWIN COUNTY, ALABAMA VS: AT LAW BAY MINETTE HOME & AUTO, 9165 INC., a corporation, HORACE E. TINDAL, individually as guarantor, ALVIA F. TINDAL, individually as guarantor, JOHN Z. DAVIS, individually as guarantor, and MRS. JOHN Z. DAVIS, individually as guarantor, DEFENDANTS.

The Plaintiff claims of the Defendant FOUR HUNDRED & 00/100 DOLLARS (\$400.00), due by open account by guaranty executed by all the defendants. Said guaranty was dated May 9, 1968, and account is due from them on the 28th day of February, 1968, together with interest thereon is still unpaid.

Said guaranty provides for a reasonable attorney's fee which the Plaintiff alleges to be EIGHTY & 00/100 DOLLARS (\$80.00).

A sworn to itemized statement of account is attached hereto and made a part hereof.

Addresses of Defendants:

Bay Minette Home & Auto, Inc.-Bay Minette- Horace E. Tindal, President. Horace E. Tindal & Alvia F. Tindal-Route 1, Box 286, Robertsdale, Alabama John Z. Davis & Mrs. John Z. Davis-Box 582, Bay Minette, Alabama

64 PAGE 577 VOL

State of PENNSYLVANIA	Amount due	\$ 400.00		
County of ALLEGHENY S. S.	Interest	\$ 36.00		
City of PITTSBURGH	Total	\$ 436.00		
Before me, William Schwartz		in and for said		
County and State, personally appeared P.A. Bay	ysura			
who being by me sworn in due form of law, doth depose and sa	y, that he is agent of	11455414441157777777777777		
Seiberling Tire & Rubber Co.				
that the annexed account against Bay Minette Ho	ome & Auto Center Inc	•		
is correctly copied from books of original entry of Seibe	erling Tire & Rubber	Co.		
that within the knowledge of the affiant, the charges were made in said books at or about time of their respective date; that the goods for which said charges were made, were sold and delivered as charged; that the charges are correct; and the account just and true, as stated; that said plaintiffs hold no security for said indebtedness, or any				
part thereof; that there is now due and owing the whole sum o				
Dollars and Cents, with interest the				
15th day of February A. D. 1970; that i paid, or in any manner settled, and that there are no deduction specified and credited.				
Sworn to and Subscribed before me this 5th				
day of March , A. D. 196/70				
In Testimony Whereof: I have hereunto set my	O.l. Bayeura			
hand and seal the day and year aforesaid.  NOTARY PUBLIC.  NOTARY PUBLIC.	WILLIAM SCHWARTZ, Rotary  A PAGE 5 7 My Commission Expires  February 18, 1871	#		

## Bay Minette Home & Auto Center, Inc. Bay Minette, Alabama

1/3 Inv. 4869 1/3 ** 06562	5/31/68 6/17/68		15,64 35,07 4,94
Cash Dis. short	age 9/5/68		
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Ck rec'd 12/31	/68		05.63 00.00
Ck rec'd 2/28/	69		00.00 00.00 Balanes

THE SEIBERLING TIRE & RUBBER COMPANY AKRON, OHIO 44309

Gentlemen:			•	
In consideration of The Seiberl Rubber Company, (hereinafter "Company Bay Minette Home & Auto, Inc.	y") selling and	delivering to		one Tire &
"Principal") tires, tubes, tire repairmerchandise as are offered for sale terms of credit as it determines, the Company the payment, at maturity or	ir material, ho by the Company e undersigned h at any time the	ome and auto suppl from time to time hereby jointly and ereafter, of the i	ies and such other in such amounts an severally guarante ndebtedness to the	d upon such e(s) to the Company
incurred by the Principal in the pursuch indebtedness be in the form of extensions thereof, or by check, drainterest thereon.	book accounts,	promissory notes,	originals, renewal	sor
This guaranty shall be operative owing by the Principal to the Companion revocation thereof in respect to fut to the Company at Akron, Ohio. Guarantees of the Company at Akron, Ohio.	y and shall be ure indebtednes rantor(s) will	construed as cont as is served by us accept a statemen	inuing until writte by registered mail t of Principal's ac	n addressed count,
certified as correct by the Company, Principal and further agree(s) that required other than such certified and the Principal, nor any claim, company, shall reduce the Guarantors manner whatsoever.	in any suit bro ccount. No set unterclaim or o	ought on this guar tlement or compro offset claimed by	anty no proof shall mise between the Conthe the Principal again	be mpany st the
This guaranty shall jointly and administrators, executors and assign remedies against Principal prior to Guarantor(s). Where permitted by law severally liable for court costs and the amount of the indebtedness.	<ul><li>s. The Company exercising its</li><li>w, Principal an</li></ul>	shall not be req rights and remedi d Guarantor(s) sh	uired to exhaust it es hereunder agains all be jointly and	s
We hereby waive notice of accep protest.	tance hereof an	d all demands and	notice of nonpayme	nt and
IN WITNESS WHEREOF, we hereunto	set our hands	this 9th	day of Miny	,19_6
Witness:  14 Annue		BAY MINE BY A GLACE &	TTE HOME & AUTO, IN  Phincipal  Luckel	(C.
		Title Presiden	.2	
Witness:	Х	Horace E.	e Ave., Bay Minatte	
Witness ( )	· ×	Box 286. Address	e E. Tindal-As An I Rt. 1, Robertsdale	
			via Tindal-As An In Rt. 1, Robertsdele	-
, AU	64 PAGE 58	Guarantor		

Address

Gentlemen:

Rubber Company, (hereinafter "Company") selling and	
Bay Minette Home & Auto, Inc. at Bay Mine	ette, Alabama , (hereinafter
"Principal") tires, tubes, tire repair material, ho merchandise as are offered for sale by the Company terms of credit as it determines, the undersigned homeony the payment, at maturity or at any time the incurred by the Principal in the purchase of goods such indebtedness be in the form of book accounts, extensions thereof, or by check, draft or other evidencest thereon.	ome and auto supplies and such other goods and from time to time in such amounts and upon such mereby jointly and severally guarantee(s) to the ereafter, of the indebtedness to the Company and merchandise of the kind mentioned, whether promissory notes, originals, renewals or
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severally liable for court costs and other reasonal the amount of the indebtedness.	
We hereby waive notice of acceptance hereof as protest.	
IN WITNESS WHEREOF, we hereunto set our hands	this 1th day of Miny, 196
Witness:	BAY MINETTE HOME & AUTO, INC.
HA Bruns	By Haracl English
	Title_ Vice President
Witness:	Address 116 Hoyle Ave., Bay Minette, Alabama
John Montrelle	X John & Derin
	Gyerantor (John Z. Davis-As An Individual) Box 582, Bay Mine te, Alabana
Witness!	Address Slund
	Guarantor (Mrs. John Z. Davis-As An Individual)
	Address
	Guarantor
EVOL 64 PAGE 5	Address
the control of the co	ENGT 622

MAR 1 2 1970

SUMMONS AND COMPLAINT

SEIBERLING TIRE & RUBBER COMPANY,

PLAINTIFF,

VS:

BAY MINETTER HOME & AUTO, INC., a corporation, HORACE E. TINDAL, individually as guarantor, ALVIA F.. TINDAL, individually as guarantor, JOHN Z. DAVIS, individually as guarantor, and MRS. JOHN Z. DAVIS, individually as guarantor,

DEFENDANTS.

MAR 121970

CLERK REGISTER

3-13-76

LAW OFFICE OF FOREST A. CHRISTIAN

(205) 943-2201 P. O. DRAWER 190 FOLEY, ALABAMA 36535