Law Offices

Your File No. 70-109

E. G. RICKARBY 35 SOUTH SECTION STREET FAIRHOPE, ALABAMA 36532 Code 205 Telephone: 928-9836

Mailing Address P. O. BOX 471

June 17, 1970

Mrs. Alice J. Duck Clerk of the Circuit Court Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: First National Bank of Fairhope

versus Annie Bell Nelson

Case No. 9245

Please place the docket and the enclosed letter and Contracts on the Judge's desk for his action.

Yours very truly,

DAB/jc Encls.

6-26-70

Law Offices

Your File No. 70-109

E. G. RICKARBY 35 SOUTH SECTION STREET FAIRHOPE, ALABAMA 36532 Code 205 Telephone: 928-9836

Mailing Address P. O. BOX 471

June 17, 1970

Honorable Telfair J. Mashburn Circuit Judge, Baldwin County Bay Minette, Alabama 36507

Dear Judge Mashburn:

Inre: First National Bank of Fairhope

versus Annie Bell Nelson

Case No. 9245

Enclosed find the original of the Conditional Sales Contract in the above styled cause which was transferred to the First National Bank of Fairhope.

Request that you enter Judgment by default in this matter as service was obtained on May 8, 1970 and the car is now in Plaintiff's possession. Also request that, if possible, you send the original of the Sales Contract back.

Respectfully,

Eles Reetings

DAB/jc Encl.

cc: Mr. George Dyson

c/o First National Bank of Fairhope

7-7-70

Address

### CONDITIONAL SALES CONTRACT

COUNTY OF BALDWIN

This Contract is made at the time and place indicated below between the undersigned Purchaser, hereinafter called "Purchaser," and the undersigned Seller, hereinafter called "Seller," which term shall be deemed to include any assignee of Seller's interest.

Purchaser agrees to buy and Seller agrees to sell upon the following terms, for the Total Price hereinafter shown, the property described below, hereinafter called "Property," receipt and acceptance of which Purchaser acknowledges. Purchaser promises to pay Seller the total balance shown below in consecutive monthly installments commencing on date hereinafter specified, with reasonable costs of collection including expenses and attemptive force.

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#### DEALER'S (SELLER'S) REPRESENTATION AND ASSIGNMENT

The contract on the reverse side hereof having been accepted by the undersigned Dealer, we hereby represent and warrant to The First National Bank of Fairhope, in order to induce its purchase of said contract, that the same is genuine: the cash payment and /or 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 compiled with: all statements of fact in said contract are true; and "Buyer's Statement" is true to the best of our knowledge, information and belief. For value received, we hereby sell and assign said contract; together with all rights and privileges thereunder, and all interest in the merchandise to The First National Bank of Fairhope, its successors and assigns, with full power to the bank in its or our name to take such legal or other proceedings as we might take, except for this assignment. The assign-

ment is made with recourse on us.

ment is made with recourse on us.

If with recourse 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 or any other obligor, 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 brought by said bank against any one or more or all of us, at the option of said bank, whether or not any suit has been commenced against the Buyer.

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#### CONDITIONAL SALES CONTRACT

This Contract is made at the time and place indicated below between the undersigned Purchaser, hereinafter called "Furchaser," and the undersigned Seller, hereinafter called "Seller," which term shall be deemed to include any ansigned of Seller's Halland.

Purchaser agrees to buy and Seller agrees to sell upon the following terms for the Total Price hereinafter shown, the property described below, hereinafter called "Property," receipt and acceptance of which Purchaser acknowledges. Purchaser promises to pay Seller the total balance shown below in consecutive monthly installments commencing on data hereinafter specified with research.

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FIRSTNATIONAL BANK OF FAIRHOPE, A Banking Corporation,	X
Plaintiff,	X IN THE CIRCUIT COURT OF
VERSUS	X BALDWIN COUNTY, ALABAMA
	X AT LAW.
ANNIE BELL NELSON,	Ŷ
Defendant.	χ̈́

# AFFIDAVIT

Before me, <u>E.G. Rickarby</u>, a Notary Public, in and for the County of Baldwin, State of Alabama, personally appeared GEORGE DYSON, JR., who being duly sworn, deposes and says that he is the Vice-president and Cashler for the Plaintiff, the FIRST NATIONAL BANK OF FAIRHOPE, in the case of FIRST NATIONAL BANK OF FAIRHOPE versus ANNIE BELL NELSON, and has knowledge of the facts hereinafter set forth, and says that the following property, to-wit:

One 1967 Ford Falcon Station Wagon, 4-door sedan, 6 cylinder, standard transmission, radio and heater, serial No. 7KllU225286,

for the recovery of which the FIRST NATIONAL BANK OF FAIRHOPE has instituted suit this day in the Circuit Court of Baldwin County, Alabama, against ANNIE BELL NELSON is the property of FIRST NATIONAL BANK OF FAIRHOPE, as assignee of Carey and Mike Motor Company, Incorporated.

George Lyson, Ja

Sworn to and Subscribed before me this

the 5 day of No., 1970.

Notary Public, Baldwin County, Alabama.

FILED

MAY 6 1970

ALGE J. OUCK CLERK REGISTER

STATE OF ALABAMA,

BALDWIN COUNTY.

FIRST NATIONAL BANK OF FAIRHOPE,	X
A Banking Corporation,	X IN THE CIRCUIT COURT OF
Plaintiff,	X BALDWIN COUNTY, ALABAMA
VERSUS	X AT LAW.
ANNIE BELL NELSON,	Ϋ́
Defendant.	X

## FORTHCOMING BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the FIRST NATIONAL BANK OF FAIRHOPE, as principal, and GEORGE DYSON, JR., and WILBURN L. ODOW, as Sureties, are held and firmly bound unto ANNIE BELL NELSON in the sum of TWENTY-TWO HUNDRED (\$2,200.00) DOLLARS, for the payment of which well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly, severally and firmly by these presents.

Sealed with our seals and dated this the  ${/\!/}^{1/2}$  day of  ${M_{A.y.}}$ , 1970.

The condition of the above obligation is such, that Whereas, the said FTRST NATIONAL BANK OF FAIRMOPE did, on the 6th day of May, 1970, sue out of the Circuit Court of Baldwin County, Alabama, a Writ in Detinue, directed to any Sheriff of the State of Alabama, and commanding him to take in his possession the following property sued for in said action of detinue, to-wit:

One 1967 Ford Falcon, Station Wagon, 6 Cylinder, Standard transmission, Radio and Heater, Serial No. 7KllU225286, which said Writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin on the 6th day of May, 1970, and executed by him on the 8 day of May , 1970, by taking into his possession the following property, to-wit:

One 1967 Ford Falcon, Station Wagon, 6 Cylinder, Standard transmission, Radio and Heater, Serial No. 7K11U225286.

And, Whereas, the said ANNIE BELL NELSON, the defendant in said suit, has failed and neglected, for the space of five (5) days from the

# Page 2, Two Pages - Forthcoming Bond First National Bank of Fairhope vs. Annie Bell Nelson.

taking into possession of said property by said Sheriff aforesaid, to give bond and take possession of said property as authorized by law.

NOW, THEREFORE, if the said FIRST NATIONAL BANK OF FAIRHOPE, the Plaintiff in said suit, shall deliver the above described property to the said ANNIE BELL NELSON, defendant in said suit, within thirty days after judgment, in case Plaintiff shall fail to recover the same in its said suit, and pay all damages for the detention of property and costs of suit, then, in that event, this obligation to be void, otherwise to remain in full force and effect.

FIRST NATIONAL BANK OF FAIRHOPE,

A Banking Corporation,

Dans as / / More

GRONGE TYSON, JR., Its Cashier

Llorge Kyson J

4) - Clau & Olom WILBURN L. ODOM, L. S.

Approved this 16 day of May

, 1970.

TAYLOR WILKINS, Sheriff Baldwin County, Alabama.

FIRST NATIONAL BANK OF FAIRHOPE,	X
A Banking Corporation,	Î IN THE CIRCUIT COURT OF
Plaintiff,	X BALDWIN COUNTY, ALABAMA,
VS.	X AT LAW.
ANNIE BELL NELSON,	x 92,45
Defendant.	X

### DETINUE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the FIRST NATIONAL BANK OF FAIRHOPE and GEORGE DYSON, JR., and WILBURN L. ODOW, are held and firmly bound unto ANNIE BELL NELSON in the sum of TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly by these presents.

Sealed with our seal and dated this the 6 day of May , 1970.

The condition of the obligation is such that, Whereas, the above bound FIRST NATIONAL BANK OF FAIRHOPE has this day commenced its suit in the Circuit Court of Baldwin County, Alabama, against the said ANNIE BELL NELSON for the recovery of One 1967 Ford Falcon Station Wagon, Motor No. 7K11U225286, and have made Affidavit that the property sued for belongs to the FIRST NATIONAL BANK OF FAIRHOPE, and entered into this Bond, has obtained an Order requiring the Sheriff of Baldwin County to take said property sued for into his possession.

Now, if the said FIRST NATIONAL BANK OF FAIRHOPE shall fail in said suit and pay the Defendant all such costs and damages as they may sustain by wrongful Complaint, then this obligation to be void; otherwise to remain in full force and effect. And for the payment of the above Bond, we waive our right to exemption of personal property under the Constitution and laws of the State of Alabama.

approved 5-6-70 Alice Johnsh EY: Secret Augson, Ja

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Surety

Surety

STATE OF ALABAMA,

COUNTY OF BALDWIN.

	ONAL BANK OF FA	MIRHOPE,	X	
Plaintiff,			X	IN THE CIRCUIT COURT OF
VERSUS	و على على المارك		X	BALDWIN COUNTY, ALABAMA
ANNIE BELL NELSON,			χ	AT LAW.
ANNLE SZLL			X	9245
	Defendant.		X	

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are Hereby Commanded to Summon ANNIE BELL NELSON to appear before the Circuit Court of Baldwin County, Alabama, in and for said County, at the place of holding the same, within thirty days from the service of this Summons & Complaint, then and there to demur to or plead to the Complaint of FIRST NATIONAL BANK OF FAIRHOPE, a banking corporation, Plaintiff.

You are Hereby Commanded to execute this process instanter and make return as required by law.

WITNESS my hand this 6 day of Ma

1970

Defendant can be served at :

Rt. 2, Box 70c

Foley, Ala.

FIRST NATIONAL BANK OF FAIRHOPE,	X
A Banking Corporation,	X IN THE CIRCUIT COURT OF
Plaintiff,	X BALDWIN COUNTY, ALABAMA
VERSUS	X AT LAW
ANNIE BELL NELSON,	Ϋ́
Defendant.	X ·

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

l 1967 Ford Falcon, transmission, radio and heater, Serial #7KllU225286,
with the value of the use thereof from to-wit, the 2nd day of April,
1969.

ATTORNEY FOR PLAINTIES

FILED

MAY 6 1970

ALCE J. DUCK CLERK REGISTER

May 8, 1970

EXECUTED BY ATTACHING 1 1967 Ford Falcon Serial #7K11U225286

Day/en Wilkens Og Carliele Lahieren STATE OF ALABAMA,

BALDWIN COUNTY.

FIRST NATIONAL BANK OF FAIRHOPE, A Banking Corporation,	X	
	χ	IN THE CIRCUIT COURT OF
VERSUS PIZITICITY,	X	BALDWIN COUNTY, ALABAMA
	X	AT LAW.
ANNIE BELL NELSON,	······································	
Defendant.	Ň	

TO THE SHERIFF OF SAID COUNTY, GREETINGS:

The Plaintiff having given bond and made affidavit as required by law, you are Hereby Commanded to take the property mentioned in the Complaint into your possession, unless the Defendant give bond payable to the Plaintiff, with surety at double the value of the property, conditioned that if the Defendant is cast in this suit, he will, within thirty days thereafter, deliver the property to the Plaintiff and pay all costs and damages which may accrue from the detention thereof.

WITNESS my hand this the day of

1970.

CLERK OF THE CIRCULT COURT

E. D. Rickarby