

Your File No.
Our File No. 70-109

Law Offices
E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

Code 205
Telephone: 923-9836
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

Your File No.

Our File No. 70-109

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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,



DAB/jc

Encl.

cc: Mr. George Dyson

c/o First National Bank of Fairhope

7-7-70

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 attorney's fees.

Quantity	DESCRIPTION AND TRADE NAME	Unit or Serial No.	Cabinet or Motor No.	New or Used	Price of Each Article
1	1967 Falcon 4 Dr. Sdn. 6 Cyl. Std. Trans. R & H	7K11U225286		Used	1695.00
			Sales Tax		20.93

Other terms are as follows (1) Until all indebtedness due hereunder is paid, title to Property shall remain in Seller or assigns; (2) Seller makes no warranty as to Property and Purchaser accepts delivery under the warranty (if any) of the manufacturer only; (3) in event of default by Purchaser in any term hereof, then the unpaid balance shall become due and payable immediately and Seller or assigns may repossess the Property without legal process and may exercise any one of the following remedies: (a) sell the Property or any quantity thereof at public or private sale without notice to Purchaser, and without the necessity of having property at such sale; (b) take possession of the Property and retain the same, all payments theretofore made being retained by Seller or assigns as rent and liquidated damages for the non-fulfillment of this contract; or Seller or assigns may elect not to repossess, but to (c) collect any unpaid balance of Total Balance together with costs, including reasonable attorney's fee, or (d) take such other action as Seller or assigns may elect to pursue to collect any unpaid balance due hereunder. (4) Purchaser agrees not to misuse property and not to remove said property from County. (5) Purchaser hereby waives, as to this debt, all rights of exemption under the Constitution and laws of Alabama, or any other State. (6) If a petition in bankruptcy is filed by or against Purchaser, or if Purchaser shall make any transfer which may constitute a fraudulent conveyance, then the entire unpaid balance due under this contract shall become due and payable at option of seller or assigns. (7) The Buyer agrees to keep the property insured against loss by fire, theft, and any other hazard required by Seller or assigns, with insurance companies acceptable to the Seller or assigns, for not less than the amount owing, and until the purchase price is fully paid, payable to and to protect the interest of the Seller or assigns, and the Seller or assigns may place, continue or renew said insurance for the Buyer at the Buyer's expense if the seller or assigns so elects. (8) Loss, injury, or destruction of said goods or renewal, extension, transfer, or assignment of this contract, or any interest thereunder shall not release the Buyer from his obligation hereunder or waive any condition herein contained.

This contract is negotiable and payable to Seller or assigns at The First National Bank of Fairhope, Fairhope, Alabama.

TOTAL CASH PRICE		\$	1715.93
CASH DOWN PAYMENT	\$		
TRADE-IN	\$	299.93	
ON: 1967 Valiant 4 Dr. 6 cyl.			
TOTAL DOWN PAYMENT	\$	299.93	
UNPAID BALANCE	\$	1416.00	
COST OF INSURANCE	\$		
BALANCE CASH PRICE	\$	1416.00	
TIME PRICE DIFFERENTIAL	\$	249.60	
TOTAL NOTE AMOUNT (BALANCE TIME PRICE)	\$	1665.60	
24 MONTHLY INSTALLMENTS OF \$ 69.40			
FIRST PAYMENT DUE May 5, 1969			

Executed in Triplicate at Fairhope, Alabama, on April 2, 19 69
(City and State) (Date)

Seller's Signature CAREY & MIKE MOTOR CO. (SEAL)

By Michael J. Cartmull Partner
(Authorized Signature) (Title)

Address 509 Fairhope Ave., Fairhope, Alabama
(Street, City, State)

Witness Frank R. Harne

Buyer's Signature Annie Bell Nelson (SEAL)
Annie Bell Nelson

Address Rt. 2 Box 70C Foley, Alabama
(Street, City, State)

Witness

(This Contract Is Short and Easy to Understand. For Your Protection Read Before Signing)

2 Fairhope, Ala. April 2, 19 69

I/We promise to pay to the order of CAREY & MIKE MOTOR CO.

One thousand six hundred sixty five and 60/100 - - - - - Dollars \$ 1665.60

for value received. Payable at FIRST NATIONAL BANK OF FAIRHOPE, Fairhope, Ala.

In 24 installments of \$ 69.40 payable on 5 th. of each consecutive month, beginning May 5, 1969

after date without grace and balance of \$ payable

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, severally agrees: (a) to pay this note; (b) to pay interest thereon, and that such interest may be collected by the payee or owner or the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest, at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the Constitution and laws of Alabama, or any other State, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure, this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them. If any installment is not paid at maturity, or if a petition in bankruptcy is filed by or against the undersigned, or if a bill for a receiver be filed against the undersigned, or if the undersigned shall make any general assignment, or shall make any transfer or conveyance of any part of this property in such manner as to prefer one creditor over another, or to constitute a fraudulent conveyance, then the entire unpaid amount of this note shall become due and payable at the option of the holder. It is understood and agreed that a late charge of five cents per dollar will be paid by the Maker(s) on each installment more than fifteen days in arrears, or interest from maturity as herein provided at the option of the holder.

Rt. 2 Box 70C Foley, Alabama

Address Annie Bell Nelson (Seal)
Annie Bell Nelson

Address (Seal)

STATE OF ALABAMA
COUNTY OF BALDWIN

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 complied 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.

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.

Dated April 2, 1969

Dealer CAREY & MIKE MOTOR CO. (Seal)

Witness

By Michael J. Gutierrez Partner

FIRST NATIONAL BANK OF FAIRHOPE

PAY TO THE ORDER OF

With full recourse against the undersigned, hereby waiving presentment, demand, notice of dishonor and protest, and consenting to any and all extensions and renewals hereof, without notice to the undersigned.

CAREY & MIKE MOTOR CO.

(Seal)

By Michael J. Gutierrez Partner
(Authorized Signature) (Title)

WITHOUT RECOURSE PAY TO THE ORDER OF
FIRST NATIONAL BANK OF FAIRHOPE

(Payee)

(Seal)

By (Authorized Signature)

(Title)

WITHOUT RECOURSE PAY TO THE ORDER OF

(Seal)

By (Authorized Signature)

(Title)

COUNTY OF
BALDWIN

Quth	Description and Trade Name	Unit or Serial No.	Cabinet or Motor No.	New Price of car parts Cash Dealer's Article
1967 Falcon 4 Dr. Sdn. 6 Cyl. Std. Trans. R & E	7ALI0225286			Used 165.00
Sales Tax				20.93
1967 Falcon 4 Dr. Sdn. 6 Cyl. Std. Trans. R & E	7ALI0225286			Used 165.00
Sales Tax				20.93

TOTAL CASH PRICE		\$ 1715.93
CASH DOWN PAYMENT	\$	
TRADE-IN	\$ 299.93	
ON: 1982 Volant 1 Dr. 6 cyl.		
TOTAL DOWN PAYMENT	\$	299.93
UNPAID BALANCE	\$	1416.00
COST OF INSURANCE	\$	
BALANCE CASH PRICE	\$	1416.00
	\$	
TIME PRICE DIFFERENTIAL	\$	219.60
TOTAL NOTE AMOUNT (BALANCE TIME PRICE)	\$	1665.60
24 MONTHLY INSTALLMENTS OF \$ 69.40		
FIRST PAYMENT DUE	May 5	1982

Witness August K. Kasper

Fairhope, Ala. April 2, 1968

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, severally agrees; (a) to pay this note; (b) to pay interest thereon, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that in all events, this note, from the date of its maturity, shall bear interest, at the rate of eight per centum per annum, until paid. Each of said parties waives, as to this debt, all right of exemption under the Constitution, and laws of Alabama, or any other State, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure, this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them. If any installment is not paid at maturity, or if a petition in bankruptcy is filed by or against the undersigned, or if a bill for a receiver be filed against the undersigned, or if the undersigned shall make any general assignment, or shall make any transfer or conveyance of any part of this property in such manner as to prefer one creditor over another, or to constitute a fraudulent conveyance, then the entire unpaid amount of this note shall become due and payable at the option of the holder. It is understood and agreed that a late charge of five cents per dollar will be levied by the Maker(s) on each installment more than fifteen days in arrears, or interest from maturity as herein provided at the option of the holder.

Annex Bill Nelson (Seal)

(Sent)

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

A F F I D A V I T

Before me, E. G. Rickaby, 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 Cashier 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. 7K11U225286,

for the recovery of which the FIRST NATIONAL BANK OF FAIRHOPE has insti-
tuted 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 Dyson, Jr.
AFFIANT

Sworn to and Subscribed before me this
the 5 day of May, 1970.

E. G. Rickaby
Notary Public, Baldwin County, Alabama.

FILED

MAY 6 1970

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA,

BALDWIN COUNTY.

FIRST NATIONAL BANK OF FAIRHOPE,
A Banking Corporation,

Plaintiff,

VERSUS

ANNIE BELL NELSON,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

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. ODOM, 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 11th day of May, 1970.

The condition of the above obligation is such, that Whereas, the said FIRST NATIONAL BANK OF FAIRHOPE 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. 7K11U225286,

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

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,

BY:

George Dyson, Jr.
GEORGE DYSON, JR., Its Cashier

George Dyson, Jr.
GEORGE DYSON, JR., L.S.

Wilburn L. Odom
WILBURN L. ODOM, L.S.

Approved this 16 day of May, 1970.

Taylor Wilkins
TAYLOR WILKINS, Sheriff
Baldwin County, Alabama.

FIRST NATIONAL BANK OF FAIRHOPE,
A Banking Corporation,

Plaintiff,

VS.

ANNIE BELL NELSON,

Defendant.

X
X
X
X
X
X
X

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

9245

DETINUE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the FIRST NATIONAL BANK OF FAIRHOPE and GEORGE DYSON, JR., and WILBURN L. ODOM, 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.

FIRST NATIONAL BANK OF FAIRHOPE

BY: George Dyson, Jr.
GEORGE DYSON, JR., Cashier

George Dyson, Jr.
Surety

Wilburn L. Odom
Surety

Approved
5-6-70
Alice J. Duck
Clerk

STATE OF ALABAMA,
COUNTY OF BALDWIN.

FIRST NATIONAL BANK OF FAIRHOPE,
A Banking Corporation,

Plaintiff,

VERSUS

ANNIE BELL NELSON,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

9245

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 instant and make return as required by law.

WITNESS my hand this 6 day of May, 1970.

Allice Siluck
CLERK OF THE CIRCUIT COURT

Defendant can be served at:

Rt. 2, Box 70c

Foley, Ala.

FIRST NATIONAL BANK OF FAIRHOPE,
A Banking Corporation,

Plaintiff,

VERSUS

ANNIE BELL NELSON,

Defendant.

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

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

1 1967 Ford Falcon, Station Wagon, 6 cylinder, standard transmission, radio and heater, Serial #7K11U225286,

with the value of the use thereof from to-wit, the 2nd day of April, 1969.


ATTORNEY FOR PLAINTIFF

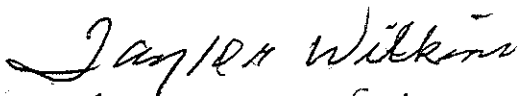

FILED

MAY 6 1970

ALICE J. DUCK CLERK
REGISTER

May 8, 1970

EXECUTED BY ATTACHING 1 1967 Ford Falcon Serial #7K11U225286


By 

STATE OF ALABAMA,

BALDWIN COUNTY.

FIRST NATIONAL BANK OF FAIRHOPE,
A Banking Corporation,

Plaintiff,

VERSUS

ANNIE BELL NELSON,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

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 6 day of May,

1970.

Alice J. Luck
CLERK OF THE CIRCUIT COURT

Received 6 day of May 19 70
and on 5 day of May 19 70
I served a copy of the within Bill
on Annie Bell Nelson
By service on _____

TAYLOR WILKINS, Sheriff
Alice J. Duck
72

Sheriff claims 72 miles of
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY A. J. Duck
DEPUTY SHERIFF
Executed 5-5-70 by
attaching on 1967 Subpoena
Serial # WNW 225286
A. Chickress
Deputy

E. G. Rickaby

FILED
MAY 6 1970
ALICE J. DUCK CLERK
REGISTER

9245
First National Bank
of Fairhope, a banking
corp.
vs.
Annie Bell Nelson