

Notice: This Bond must be signed with Ink and will not be approved if signatures are made with pencil.

APPEARANCE BOND

THE STATE OF ALABAMA
Baldwin County

Cor.
~~Supreme~~ THE *Circuit* COURT OF BALDWIN COUNTY

We, *DONALD EARL COOPER* Principal,

and *His*

sureties, agree to pay to the State of Alabama

Two Hundred Dollars

unless the said *DONALD EARL COOPER*
appears before the *April 26* Term, 19*71* of the *Circuit* Court of Baldwin County,
Alabama and from day to day, and from term to term, thereafter, until discharged by due course of
law, to answer a criminal prosecution for the offense of

Contempt of Court

We hereby waive as to all amounts that may become due hereunder the benefit of all laws ex-
empting personal property from levy and sale under execution or other process for the collection of debt
by constitution or laws of the State of Alabama, and we hereby severally certify that we have property
over and above all debts, liabilities, exemptions and this bond to the amount of: real property of the
value of \$2,000.00 and personal property of the value of \$1,000.00.

Witness our hands and seals this day of 19.....

Sign	Top Line	NAME	ADDRESS
Approved this <i>23</i> day of <i>April</i> , 19 <i>71</i>	<i>Donald Cooper</i>	(L. S.)	
<i>Guyton Wilkins</i> Sheriff.		(L. S.)	
By <i>W. O. Barnes</i> Deputy Sheriff		(L. S.)	
		(L. S.)	

WARNING

Any person who willfully violates the above written bond, and fails to appear on the date and time set, shall be
guilty of a misdemeanor punishable by fine and imprisonment regardless of the disposition of the charge above made.

752 8

NO.

STATE OF ALABAMA
Baldwin County

..... COURT

Sheriff's Office

THE STATE

VS.

Sheriff's Appearance Bond

Amount of Bond \$.....

Filed, 19.....

....., Clerk

Purchase Agreement

Jan 5, 1968

Date

Loxley Farm Equipment Company, Inc

SELLER

Dealer

Loxley, Alabama

Dealer Town, State, and Zip Code

Donald Cooper

BUYER(S)

Print Name of Buyer or Buyers

Route 1, Loxley, Alabama

Address, Town, State, and Zip Code of Buyer or Buyers

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	
	n	3020 Dsl Tractor	3020	97584	7000	00
		Cultivator	RG-4		1000	00
		Plow	F-145		1150	00
		Disk	AW920		1000	00
		Planter	447		1000	00
				Sales Tax	11150	00
SCHEDULE OF SEASONAL PAYMENTS*				TOTAL CASH SELLING PRICE (Including Tax)		11150 00
\$ 2165.60	ON	Jan 10	19 68	Documentary Charge		
\$ 2165.60	ON	Jan 10	19 69	Investigation Fee		
\$ 2165.60	ON	Jan 10	19 70	TOTAL		
\$ 2165.60	ON	Jan 10	19 71	Cash Down Payment \$ 3600.00		
\$ 2165.60	ON	Jan 10	19 72	Trade-in Allowance \$		
\$	ON		19	DESCRIBE TRADE-IN		
\$	ON		19	Year Make Model		
\$	ON		19	TOTAL DOWN PAYMENT		3600 00
*Use Spaces A, B, and C below for EQUAL MONTHLY PAYMENT Schedule				UNPAID CASH BALANCE		7550 00
				DEFERRED TIME BALANCE of		\$ 10828 00

A MUST AGREE WITH TOTAL PAYMENTS

Buyer promises to pay to the order of Seller the **DEFERRED TIME BALANCE** of \$ 10828 00 as shown in the above schedule of payments, or in _____ equal monthly instalments of \$ _____ each, except the final instalment which is to be the amount then due, beginning _____ (A), 19_____, and on the same day of each succeeding month until paid. (B) After maturity, all instalments draw interest at the highest legal contract rate. (C)

Buyer acknowledges receipt of an executed copy of this agreement. Executed in quadruplicate the day and year first above written.

DATE PROPERTY DELIVERED >

1/5/67

Accepted by:

x *Neysa L. Tuttle*
Dealer Owner, Partner, or Officer

—SIGN IN INK—

x *Donald Cooper*
Buyer's Signature

E. H. Mickelsen
Witness

x *Ley Childers*
Co-Buyer's Signature
Witness

DEALER: COMPLETE ASSIGNMENT ON REVERSE SIDE

CCEC R-1 (REV. 5-65)

ORIGINAL
This Copy to be Sent to CCEC

PURCHASE AGREEMENT (Continued)

It is understood and agreed that this contract and Seller's interest herein will be offered to Commercial Credit Equipment 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 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 and all charges on property no transfer, renewal, extension, or assignment of this contract or any interest thereunder, shall be paid by Buyer. If Buyer fails to pay the property or remove it from the premises, Seller shall have the right to repossess the property and all interest thereon.

Buyer agrees and represents that Buyer will not assert any claim or defense which Buyer might have against Seller in any action 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 paid by Buyer; no transfer, renewal, extension, or assignment of this contract or of any interest therein shall release Buyer from his obligation to pay to Seller the full amount of the purchase price of the property or remove it from the charges of the lien of this contract.

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 of this contract, or if he becomes himself insecure or the property in danger of misuse or confiscation through bankruptcy, receivership or insolvency, the Seller may at once terminate this contract and take possession of said property.

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 not as a penalty. Acceptance of any payments after maturity or default, shall not constitute a waiver of any or all of its rights.

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 condonation 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 estop or prevent Seller from pursuing any further remedy which he may have hereunder. All notices required to be given Buyer shall be properly given if mailed to Buyer's address shown on the face hereof.

This agreement constitutes the entire contract between the parties, and shall be binding upon the parties, and shall be binding upon their respective Heirs, Executors, Administrators, Successors, Assigns, and assigns, and shall be binding upon the parties, and shall be binding upon their respective Heirs, Executors, Administrators, Successors, Assigns, and assigns, and shall be binding upon the parties, and shall be binding upon their respective Heirs, Executors, Administrators, Successors, Assigns, and assigns.

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.

SPECIAL ASSIGNMENT "NON-RECOURSE"

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 therein and to the property therein described, and all rights and remedies thereto, including the right to collect all instalments 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.

DATED: Jan 5, 1967

DATED: Jan 5, 1967

(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 instalments 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 the contract, we will immediately upon demand in its then condition and location and without further compensation to CCEC, deliver the same to CCEC in connection with the contract.

If CCEC should repossess or come into the possession of any property described in said contract, we will purchase said property immediately upon demand in its then condition and location, and will pay CCEC the difference between the net amount realized from such sale and the purchase price of the unpaid balance owing on said property, plus any costs or expenses, including attorney's fees, incurred by CCEC in connection with such sale and the purchase price of the unpaid balance owing on said property, then CCEC may sell the same at public or private sale, with or without releasing our liability hereunder, grant extensions of time of payment of said contract and release any rights to us and without releasing our liability hereunder, 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.

DATED: _____

DATED: 11/11/2011 Written consent to accept collections, repossess or payment, protest or notice of protest. We shall have no authority without consent to the return of said property, or modify the terms of said contract.

ATED:

(DEALER'S CORPORATE, FIRM OR TRADE NAME)

BY

(OFFICIAL TITLE)

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Donald Cooper to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Commercial Credit Equipment Corporation.

WITNESS my hand this 26 day of May, 1970.

Alice J. Duck
Clerk

Defendant resides at Route 1, Loxley, Alabama.


* * * * *

COMMERCIAL CREDIT EQUIPMENT CORPORATION,)	
)	
Plaintiff,)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
VS.)	
)	AT LAW
DONALD COOPER,)	
)	9273
Defendant.)	

C O M P L A I N T

Plaintiff claims of defendant One Thousand Seven Hundred Twenty-six and 77/100 (\$1,726.77) Dollars for that heretofore on to-wit, January 5, 1967, the defendant entered into a purchase agreement with Loxley Farm Equipment Company by which he purchased certain farm equipment, a copy of which said purchase agreement is attached hereto and made a part hereof as though fully incorporated herein. Plaintiff avers that in and by the terms of the said agreement that the defendant agreed that if he defaulted in complying with any of the terms or conditions thereof, that plaintiff would have the right to take possession of the property described in said agreement and sell said property either at public or private sale and after first deducting all reasonable expenses and charges of obtaining possession of said property and of said sale, including

reasonable attorney's fee, to pay any surplus thereof to the defendant and the defendant agreed to pay any deficiency to the plaintiff, including any reasonable attorney's fees and court costs incurred in the recovery of such deficiency. Plaintiff avers that the said agreement was assigned to it by Loxley Farm Equipment Company on January 5, 1967; that the defendant later defaulted in complying with the terms of the said agreement by failing to make the payments due thereunder; that plaintiff repossessed the said equipment on September 18, 1969, and sold the said equipment at private sale on November 28, 1969, to Loxley Farm Equipment Company for Five Thousand Three Hundred Fifty Dollars (\$5,350.00) which it avers was a reasonable value for the said equipment on said date and after giving the defendant credit for a rebate for unearned finance charges in the amount of \$885.06, there was a deficiency of \$1,726.77, which plaintiff herewith claims against the defendant in accordance with the aforesaid purchase agreement. Plaintiff further avers that it is entitled to a reasonable attorney's fee in recovering the said deficiency, which it avers to be \$257.00 and which it herewith claims.


Attorney for Plaintiff

FILED

MAY 26 1970

ALICE J. BUCK CLERK
REGISTER

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY Blair
DEPUTY SHERIFF

9273
Commercial Credit
Equipment Corp.
P.L.T.

vs.
Donald Cooper
Def.

Received 26 day of May 19 70
and on 28 day of May 19 70
I served a copy of the within FILE
on Donald Cooper

By service on _____

TAYLOR WILKINS, Sheriff
BY H. J. Duck D.S.
40 miles H.T.
for filing.

FILED

MAY 26 1970

ALICE J. DUCK CLERK
REGISTER

J. R. Owen

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 9273

The plaintiff herein having recovered at the August 7, 1970, term a judgment against the defendant in the above styled cause for the sum of One Thousand Nine Hundred Ninety-one Dollars (\$1,991.00) and costs in the amount of Thirty and 50/100 Dollars (\$30.50) and execution having been returned endorsed by the Sheriff of Baldwin County, Alabama, "No Property Found", the plaintiff now requests in writing that the clerk of this court issue a notice to the above named defendant, requiring him, within thirty days from the service of such notice, to file in this cause a statement in writing, under oath, of all of his assets of every kind, character, and description and wheresoever located as provided by Title 7, Section 903 of the Code of Alabama.

Attorney for Plaintiff

FILED

JAN 14 1971

ALICE J. DUCK

CLERK
REGISTER

COMMERCIAL CREDIT EQUIPMENT
CORPORATION,

Plaintiff,

VS.

DONALD COOPER,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 9273


NOTICE

TO DONALD COOPER, Route 1, Loxley, Alabama

Take notice, that, whereas, the plaintiff in the above styled cause has requested in writing the undersigned, as Clerk of said court, to issue notice to you, as defendant, in the above styled cause and in the judgment therein, requiring you to file a statement in writing, under oath, of all of your assets, as provided by Title 7, Section 903 of the Code of Alabama and has filed said request in writing in this cause with the undersigned, as Clerk of this court, and it appearing from said request and the record in said cause that an execution was returned on the judgment in this cause endorsed "No Property Found" by the Sheriff of Baldwin County and that you reside in the State of Alabama.

Now, therefore, you are hereby required, within thirty days from the service hereof, to file in this court, a statement, in writing, under oath, of all your assets, including money, choses in action, notes, bonds and accounts, and all other property, real, personal or mixed, or any interest therein, with a detail description of the same, the location and reasonable value of each item thereof, together with a detail list or statement of any and all liens, mortgages or encumbrances thereon, showing the amount due upon each, and the owner or holder of such liens, encumbrances or mortgages.

WITNESS my hand this 14 day of January, 1971.


Clerk

9273

Commercial Credit
Equipment Corp.

vs.

Donald Cooper

Writ

J. R. Owen

Sheriff claims 60 miles at
Ten Cents per mile Total \$ 6.00
TAYLOR WILKINS, Sheriff
BY B. Owen
DEPUTY SHERIFF

Received 14 day of Jan 19 71
and on 6 day of Feb 19 71
I served a copy of the within Writ (Notice)
on Donald Cooper

By service on _____

TAYLOR WILKINS, Sheriff
BY H. Brown D.S.
60 mi RT.
Elmore

COMMERCIAL CREDIT EQUIPMENT
CORPORATION,

Plaintiff,

VS.

DONALD COOPER,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 9273

DECREE

Upon consideration of the petition filed herein by the above named plaintiff on the 20th day of April, 1971, praying that the said defendant be cited for a contempt, it is, ORDERED, ADJUDGED AND DECREED by the court that the said Donald Cooper be and he is hereby held in contempt for willfully refusing to file said statement of assets as required by law.

The Sheriff of Baldwin County, Alabama, is hereby commanded to take the said Donald Cooper and place him in the Baldwin County Jail until such time as he purges himself of said contempt.

ORDERED, ADJUDGED AND DECREED on this the 20th day of April, 1971.

J. J. Massie
Judge

FILED

APR 20 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

9273

Commercial Credit
Equipment Corp.

vs.

Donald Cooper

Decree of arrest

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY N. J. Barker
DEPUTY SHERIFF

Received \$0 day of April 19 71
and on 23 day of April 19 71
I served a copy of the within Decree of Arrest
on Donald Cooper

By service on _____

TAYLOR WILKINS, Sheriff
By D. B. Perkins, S.

Gene R. T.
Joddy

Plaintiff,

VS.

DONALD COOPER,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 9273

PETITION

Now comes the plaintiff in the above styled cause and shows unto the court that a notice was issued out of this Honorable Court by the Clerk thereof, requiring the above named defendant to file a statement of his assets as required by Title 7, Section 903 of the Code of Alabama; that said notice was duly and personally served on the said defendant on the 6th day of February, 1971; that the said defendant has willfully refused to file such statement.

The premises considered, the plaintiff petitions the court that the said Donald Cooper be cited for contempt of court and that he be required to appear before the court, at a time and place to be fixed, to show cause, if any he have, why he should not be held in contempt of court for willfully refusing to file such statement of assets.

Attorney for Plaintiff

STATE OF ALABAMA

✱

BALDWIN COUNTY

)

Before me, the undersigned authority, personally appeared James R. Owen, who first being duly and legally sworn deposes and says: That he is the attorney for the plaintiff in the above styled cause; that he has read over the foregoing petition and that the facts stated therein are true.

Sworn to and subscribed before me on
this the 20th day of April, 1971.

FILED

APR 20 1971

Notary Public, Baldwin County, Alabama

~~EUNICE B. BLACKMON~~ CIRCUIT
CLERK

752 @

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COMMERCIAL CREDIT EQUIPMENT
CORPORATION

Plaintiff

VS.

DONALD COOPER

Defendant

I

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

I

AT LAW

I

CASE NO. 9273

JUDGMENT DEBTOR'S VERIFIED STATEMENT
OF ASSETS

Comes now, Donald Cooper, the Defendant in the above styled cause, and in obedience to the notice heretofore served on him in this cause for a statement of his assets and says as follows:

No money in bank and savings account, nor checking account

No choses in action

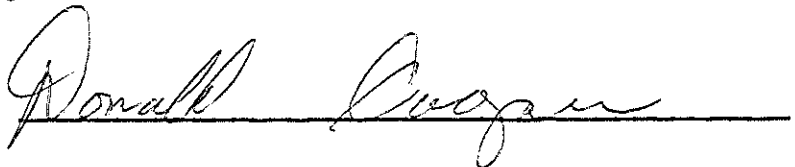
No Notes

No bonds or accounts

No real property

No interest in any personal property other than shown below

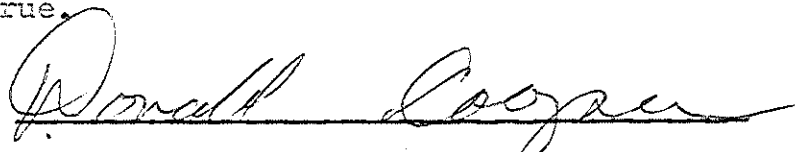
I have my own clothing but no interest in the household furnishing of our family as they were provided by my wife from her own funds.



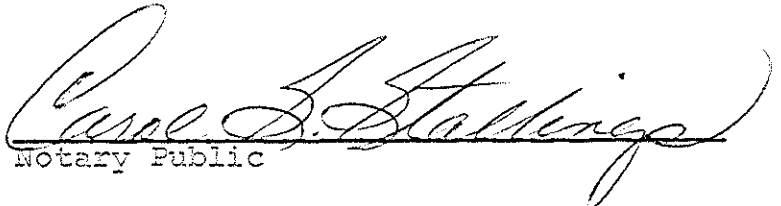
STATE OF ALABAMA

BALDWIN COUNTY

Before me, CAROL S. STALLINGS, a Notary Public, in and for said County, in said State, personally appeared Donald Cooper, who having been by me first duly sworn deposes and says that he has read the foregoing Judgment Debtor's Verified Statement of Assets and that the facts stated therein are true.



Sworn to and subscribed before me on this the 27th day of April, 1971.


Notary Public

FILED

APR 29 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

THE UNITED STATES OF AMERICA
DO hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Department of the Interior.

WITNESSED my hand and the seal of the Department of the Interior at Washington, D.C., this 1st day of January, 1901.

DEPARTMENT OF THE INTERIOR
BUREAU OF LANDS

AND I hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Department of the Interior.

WITNESSED my hand and the seal of the Department of the Interior at Washington, D.C., this 1st day of January, 1901.

DEPARTMENT OF THE INTERIOR
BUREAU OF LANDS

THE UNITED STATES OF AMERICA
DO hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Department of the Interior.

DEPARTMENT OF THE INTERIOR
BUREAU OF LANDS

AND I hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Department of the Interior.

THE UNITED STATES OF AMERICA
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DEPARTMENT OF THE INTERIOR
BUREAU OF LANDS

THE UNITED STATES OF AMERICA
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DEPARTMENT OF THE INTERIOR
BUREAU OF LANDS

WITNESSED my hand and the seal of the Department of the Interior at Washington, D.C., this 1st day of January, 1901.

DEPARTMENT OF THE INTERIOR
BUREAU OF LANDS

9273

CASE NO. 9273

Commercial Credit Corp.

vs.

Donald Cooper

Received this file 8 - 29 19 74

James R. Owen

Linda Lee Attorney.