


B.F. GOODRICH COMPANY, : IN THE CIRCUIT COURT OF  
Plaintiff, : BALDWIN COUNTY,  
VS: : ALABAMA  
HORACE E. TINDAL, : AT LAW  
Defendant. : CASE NO. 9 4 7 4

MOTION FOR WRIT OF DISCOVERY

Comes now the plaintiff by and through its attorney of record and shows unto the court that a judgment was entered against the above named defendant in behalf of the above named plaintiff on January 8, 1971 in the amount of ONE THOUSAND TWO HUNDRED NINETY AND 00/100 (\$1,290.00) DOLLARS plus costs of court of TWENTY-ONE AND 50/100 (\$21.50) DOLLARS. An execution has been returned by the Sheriff of Baldwin County, Alabama with a notation of "no property found". In order to satisfy the judgment it is necessary for the plaintiff to defend its where as to the location of any assets which would satisfy this judgment.

Wherefore, the above considered, the plaintiff moves this court to issue a writ of discovery against the above named defendant.

COLLINS, GALLOWAY & MURPHY

BY:   
Wilson M. Hawkins, Jr.  
ATTORNEYS FOR PLAINTIFF

Subscribed and sworn to before me on this the 25th  
day of March, 1971.

  
Notary Public, Mobile County, Alabama

DEFENDANT'S ADDRESS:

Route 1 Box 286  
Robertsdale, Alabama

**FILED**

MAR 30 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

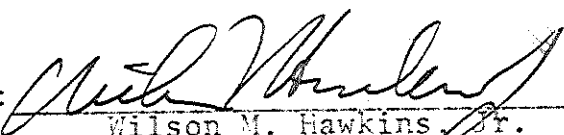
B.F. GOODRICH COMPANY, : IN THE CIRCUIT COURT OF  
Plaintiff, : BALDWIN COUNTY,  
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Wherefore, the above considered, the plaintiff moves this court to issue a writ of discovery against the above named defendant.

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CLERK

COLLINS, GALLOWAY & MURPHY  
ATTORNEYS AT LAW  
958 DAUPHIN STREET  
MOBILE, ALABAMA 36604

FRED G. COLLINS  
THOMAS M. GALLOWAY  
M. THOMAS MURPHY (1924-1956)

ROBERT H. SMITH  
WILSON M. HAWKINS, JR.

P. O. Box 4492  
TELEPHONE  
432-0568  
AREA CODE 205

December 31, 1970

Honorable Taylor Wilkins, Jr.  
Attorney at Law  
Bay Minette, Alabama

Re: B. F. Goodrich Company  
Vs: Bay Minette Home & Auto Service  
Our File No. 1371-S  
Baldwin County Circuit Court  
No. 9474

Dear Red:

As a personal favor to me I would appreciate it if you would, upon one of your trips to the Court House, reduce the above styled matter to judgment. This was a suit brought on a continuing guaranty, a copy of which is enclosed along with an account of Bay Minette Home and Auto Service, Inc., the continuing guaranty being executed by Horace E. Tindal. Actually the basis of the suit is a series of 7 promissory notes executed by Bay Minette Home & Auto Service, Inc., none of which cleared the bank when presented. You will note that we are entitled to an attorney's fee and interest at the rate of eight per cent per annum in addition to the principal amount of \$1,050.00.

I appreciate this favor very much and will be looking forward to hearing from you.

Very truly yours,

COLLINS, GALLOWAY & MURPHY

By: 

Fred G. Collins

FGC/fs  
Enclosures

DATE		MAKER		DAY MONTH YEAR	
DATE		ADDRESS		BAY MINNETT, ALABAMA 36507	
REMIT TO		REMIT TO		TRANSIT #	
INTEREST RATE		INTEREST RATE		ACCOUNT #	
REGION - ZONE		REGION - ZONE		DATE	
NEW ORLEANS		KANSAS CITY		1-29-70	
EXPLANATION	DEPOSITS PRINCIPAL	CHECKS PAYMENTS	BANK CHARGES INTEREST	DISCOUNT	BALANCE
NOTE SERIES A-1 THROUGH A-7 DATED 12-18-69 AT 8%.					\$1,050.00
A-1 Due 1-18-70 for	\$150.00				
A-2 Due 2-18-70 for	150.00				
A-3 Due 3-18-70 for	150.00				
A-4 Due 4-18-70 for	150.00				
A-5 Due 5-18-70 for	150.00				
A-6 Due 6-18-70 for	150.00				
A-7 Due 7-18-70 for	150.00				

**FILED**

JAN 8 1971

**ALICE J. DUCK**

CLERK  
REGISTER

# CONTINUING GUARANTY

Date: May 10, 1968

The B.F. Goodrich Company  
Akron, Ohio

Gentlemen:

I. For and in consideration of any existing indebtedness to you of Bay Minette Home & Auto, Inc.

116 W. Hoyle Avenue, Bay Minette, Alabama

(Name and Address)

(hereinafter called the Borrower"), for the payment of which the undersigned is now obligated to you, either as guarantor or otherwise, and/or in order to induce you, in your discretion, at any time(s) hereafter, to make any loan(s) or advance(s) or to extend credit in any other manner to, or at the request or for the account of the Borrower, either with or without security, and/or to purchase or discount any notes, bills receivable, drafts, acceptances, checks or other instruments or evidences of indebtedness upon which the Borrower is or may become liable as maker, endorser, acceptor, or otherwise (all liabilities and obligations of the Borrower to you, now or hereafter existing, being hereinafter referred to as "Obligations"), the undersigned does, absolutely and unconditionally, GUARANTEE the punctual payment at maturity to you of each and all of the Obligations, together with interest thereon and any and all expenses which may be incurred by you in collecting all or any of the Obligations and/or in enforcing any rights hereunder; provided, however, that the liability of the undersigned hereunder shall not exceed at any one time with respect to the aggregate principal amount of Obligations

the sum of Nine Thousand Six Hundred and NO/100-----US Dollars-, (\$9600.00),

(Indicate Amount and Country of which that Amount is Lawful Currency)

irrespective of the currency(ies) in which the Obligations are payable.

II. As implementing the foregoing, it is understood and agreed that (i) the undersigned guarantees that the Obligations will be paid to you strictly in accordance with the terms and provisions of any agreement(s), express or implied, which has (have) been or may hereafter be made or entered into by the Borrower in reference thereto, regardless of any law, regulation or decree, now or hereafter in effect, which might in any manner affect any of the terms or provisions of any such agreement(s) or your rights with respect thereto as against the Borrower, or cause or permit to be invoked any alteration in the time, amount or manner of payment by the Borrower of any of the Obligations, and (ii) in each instance when the Borrower shall have agreed, relative to any one or more of the Obligations, to pay or provide your Head Office or any of your Branches or correspondents with any amount of money that is other than that which is locally in common circulation at the time as currency in the place where such agreement is made and such amount is not actually paid or provided as and when agreed or within such time as you may deem reasonable, the undersigned will, upon request and as you may elect, either pay or provide the amount in the exact currency and place as agreed by the Borrower or pay or provide you in New York City with the equivalent of the amount in U.S. dollars at the then prevailing rate for sales of the kind of currency agreed to be paid or provided for transfer by cable to a place where it is current.

III. In event of the happening of any one or more of the following, to wit: (a) the non-payment when due of any of the Obligations; (b) the death, failure in business, dissolution or termination of existence of the Borrower or the undersigned; (c) any petition in bankruptcy being filed by or against the Borrower or the undersigned, or any proceedings in bankruptcy, or under any legislative Acts relating to the relief of debtors, being commenced for the relief or readjustment of any indebtedness of the Borrower or the undersigned, either through reorganization, composition, extension or otherwise; (d) the making by the Borrower or the undersigned of an assignment for the benefit of creditors or the taking advantage by either of the same of any insolvency law; (e) the appointment of a receiver of any property of the Borrower or the undersigned; (f) the attachment or distraint of any funds or other property of the Borrower or the undersigned which may be in, or come into, your possession or under your control, or that of any third party acting for you, or of the same becoming subject at any time to any mandatory order of court or other legal process — then, or at any time(s) after the happening of any such event, any or all of the Obligations shall, at your option, become (for the purposes of this guaranty) immediately due and payable by the undersigned, without demand or notice.

IV. The undersigned hereby consents and agrees that you may at any time, or from time to time, in your discretion: (i) extend or change the time of payment, and/or the manner, place or terms of payment of all or any of the Obligations; (ii) exchange, release and/or surrender all or any of the collateral security, or any part(s) thereof, by whomsoever deposited, which is now or may hereafter be held by you in connection with all or any of the Obligations; (iii) sell and/or purchase all or any such collateral at public or private sale, and after deducting all costs and expenses of every kind for collection, sale or delivery, the net proceeds of any such sale(s) may be applied by you upon all or any of the Obligations, and (iv) settle or compromise with the Borrower, and/or any other person(s) liable thereon, any and all of the Obligations, and/or subordinate the payment of same, or any part(s) thereof, to the payment of any other debts or claims, which may at any time(s) be due or owing to you and/or any other person(s) or corporation(s); all in such manner and upon such terms as you may deem proper, and without notice to or further assent from the undersigned, it being hereby agreed that the undersigned shall be and remain bound upon this guaranty, irrespective of the existence, value or condition of any collateral, and notwithstanding any such change, exchange, settlement, compromise, surrender, release, sale, application, renewal or extension, and notwithstanding also that the Obligations may at any time(s) exceed the aggregate principal sum hereinabove prescribed.

V. The undersigned hereby waives notice of acceptance of this guaranty, and also presentment, demand, protest and notice of dishonor of any and all of the Obligations, and promptness in commencing suit against any party thereto or liable thereon, and/or in giving any notice to or of making any claim or demand hereunder upon the undersigned. No act or omission of any kind on your part in the premises shall in any event affect or impair this guaranty, nor shall same be affected by any change which may arise by reason of the death of the undersigned, or of any partner(s) of the undersigned, or of the Borrower, or of the accession to any such partnership of any one or more new partners.

VI. This is a continuing guaranty and shall (i) remain in full force and effect until written notice shall have been received by you from the undersigned (or the successor or legal representative of the undersigned) that it has been revoked, but any such notice shall not release the undersigned from any liability as to any Obligations which may be held by you, or in which you may have any interest, at the time of the receipt of such notice; (ii) be binding upon the undersigned, the heirs, executors, administrators, successors and assigns of the undersigned, and shall inure to the benefit of, and be enforceable by you, your successors, transferees and assigns, and (iii) be deemed to have been made under and shall be governed by the laws of the State of New York in all respects, including matters of construction, validity and performance, and it is understood and agreed that none of its terms or provisions may be waived, altered, modified or amended except in writing duly signed for and on your behalf.

VII. If this guaranty is executed by two or more parties, they shall be severally liable hereunder, and the word "undersigned" wherever used herein shall be construed to refer to each of such parties separately, all in the same manner and with the same effect as if each of them had signed separate instruments; and in any such case this guaranty shall not be revoked or impaired as to any one or more of such parties by the death of any of the others or by the revocation or release of any liabilities hereunder of any one or more of such other parties.

Witnessed by:

Richard J. Davis

Norman B. McNeil

X Harold E. Lindal

**RESOLUTION\***

The undersigned hereby certifies that he is Secretary of.....

Company, a corporation, and that the following is a true and correct copy of Resolutions now in full force

and effect, duly adopted by the Board of Directors of said Company at a meeting duly called and held on

....., at which a quorum was present and voting, all as appears

by the records of the Company in his official custody as such Secretary:

RESOLVED, that the President and Secretary of the Company are hereby authorized and

directed to execute a guaranty in the form attached to this Resolution of the accounts of

..... Corporation and to deliver the same to

The B.F. Goodrich Company

and that the executed Guaranty appearing on the obverse side hereof is a true and correct copy of the

form and substance of the Guaranty presented to the Board of Directors of.....

..... Company and referred to in said Resolution.

IN WITNESS WHEREOF, the undersigned has set his hand as Secretary and affixed the corporate

seal of the Company this..... day of....., 19.....

(Secretary)

..... Company

\*If corporation guarantees, complete.

COLLINS, GALLOWAY & MURPHY

ATTORNEYS AT LAW

958 DAUPHIN STREET

MOBILE, ALABAMA 36604

FRED G. COLLINS  
THOMAS M. GALLOWAY  
M. THOMAS MURPHY (1924-1956)

ROBERT H. SMITH  
WILSON M. HAWKINS, JR.

March 25, 1971

P. O. BOX 4492  
TELEPHONE  
432-0568  
AREA CODE 205

Mrs. Alice J. Duck  
Clerk, Circuit Court  
Baldwin County Court House  
Bay Minette, Alabama

Re: B.F. Goodrich Company  
Vs: Horace E. Tindal  
Case No. 9474  
Our File No. 1371-C

Dear Mrs. Duck:

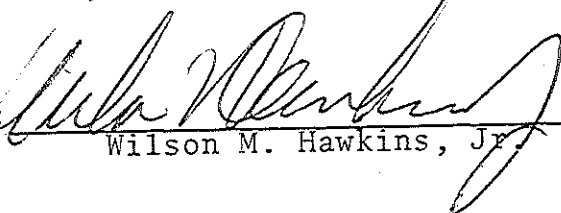
Enclosed you will find a motion for a writ of discovery as well as the notice to the defendant. If there is anything else I need to do to get a writ of discovery, please advised.

Thank you very much.

Very truly yours,

COLLINS, GALLOWAY & MURPHY

BY:



Wilson M. Hawkins, Jr.

WMHJr/jk  
Enclosures

9474

for file



NOTICE OF DISCOVERY OF ASSETS

B.F. GOODRICH COMPANY, : IN THE CIRCUIT COURT OF  
Plaintiff, :  
VS: : BALDWIN COUNTY, ALABAMA  
HORACE E. TINDAL, :  
Defendant. : AT LAW, CASE NO. 9474

NOTICE TO DEFENDANT

TO:

Take notice that upon the written request of Wilson M. Hawkins, Jr., Attorney for the Plaintiff, filed in this Court in this cause, you are commanded to file in this Court within thirty days from the service of this notice a statement in writing, under oath, of employment, wages and assets, including money, choses in action, notes, bonds and accounts and all other property, real, personal or mixed or any interest therein, including wages due or payable, with a detailed description of same, the location and reasonable value of each item thereof, together with a detailed list or statement of any and all liens, mortgages or incumbrances thereon showing the amounts due upon each, and the owner or holder of such liens, incumbrances or mortgages.

Be governed accordingly.

Dated this 30 day of March, 1971.

Eunice B. Blackmon

Clerk of Circuit Court of  
Baldwin County, Alabama.

STATE OF ALABAMA:

COUNTY OF BALDWIN:

TO ANY SHERIFF OF THE STATE OF ALABAMA -- GREETING:

YOU ARE HEREBY COMMANDED to serve a copy of the above notice upon Horace E. Tindal, Defendant, and make due return thereon, according to law.

Witness my hand this the 30 day of March, 1971.

Eunice B. Blackmon

Clerk, Circuit Court of  
Baldwin County, Alabama

9474

B. F. Goodrich Co

vs.

Horace E. Sindal

Notice

**FILED**

MAR 30 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Collins, Galloway, Murphy

Sheriff claims 50 miles at  
Ten Cents per mile Total \$ 5.00  
TAYLOR WILKINS, Sheriff  
BY BROWN  
DEPUTY SHERIFF

Received 1 day of April 19 71  
and on 7 day of APRIL 19 71  
I served a copy of the within Notice  
on Horace E. Sindal

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By B. F. Goodrich D.S.

Doni R. T.  
R. Dale

COLLINS, GALLOWAY & MURPHY  
ATTORNEYS AT LAW  
958 DAUPHIN STREET  
MOBILE, ALABAMA 36604

FRED G. COLLINS  
THOMAS M. GALLOWAY  
M. THOMAS MURPHY (1924-1956)  
JAMES H. LACKEY

September 2, 1970

P. O. Box 4492  
TELEPHONE  
432-0568  
AREA CODE 205

Mrs. Alice Duck  
Clerk of Circuit Court  
Baldwin County Court House  
Bay Minette, Alabama

Re: B. F. Goodrich Company  
Vs. Horace E. Tindal

9474

Dear Mrs. Duck:

Enclosed you will find a complaint which we have prepared on behalf of B. F. Goodrich Company. I would appreciate your filing same and notifying me that this has been done.

Thank you.

Sincerely yours,

COLLINS, GALLOWAY & MURPHY

BY:

JAMES H. LACKEY

JHL/mec

105501  
9/15/70

B. F. GOODRICH COMPANY, . IN THE CIRCUIT COURT OF  
Plaintiff, . BALDWIN COUNTY, ALABAMA  
VS: . AT LAW  
HORACE E. TINDAL, .  
Defendant. . CASE NO. 9474

The Plaintiff claims of the Defendant ONE THOUSAND AND FIFTY AND 00/100 (\$1,050.00) DOLLARS due from him by the terms of a written agreement executed by him on May 10, 1968, wherein the Defendant guaranteed each and all of the obligations of Bay Minette Home & Auto Service, Inc., a corporation, to the Plaintiff, which said agreement provided that if any obligations of said corporation to the Plaintiff were not paid when due, the obligations would become immediately due and payable by the Defendant, without demand or notice. Plaintiff avers that seven (7) promissory notes executed by the said corporation and payable to the Plaintiff, dated December 18, 1969, and payable on January 18, 1970, February 18, 1970, March 18, 1970, April 18, 1970, May 18, 1970, June 18, 1970, and July 18, 1970, were unpaid when due, wherefore the Plaintiff claims of the Defendant ONE THOUSAND AND FIFTY AND 00/100 (\$1,050.00) DOLLARS, with interest at eight per cent (8%) per annum from the date of maturity of each of said notes, as provided in said notes.

Plaintiff further claims a reasonable attorney's fee, as provided in said notes.

COLLINS, GALLOWAY & MURPHY

BY: 

JAMES H. LACKEY  
ATTORNEYS FOR PLAINTIFF

Defendant's Address:

Route 1, Box 286, Robertsdale, Alabama

FILED

SEP 4 1970

ALICE J. DUCK

CLERK  
REGISTER

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

} No. 9474

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ..... HORACE E. TINDAL .....

.....  
.....  
.....  
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, State of Alabama, at Bay Minette against.....

..... HORACE E. TINDAL ..... Defendant.....

by ..... B. F. GOODRICH COMPANY .....

..... Plaintiff.....

Witness my hand this..... 4th ..... day of..... September ..... 1970.....

..... Alice J. Luck ..... Clerk

No. 9474

Page.....

**THE STATE OF ALABAMA**

**BALDWIN COUNTY**

**CIRCUIT COURT**

**B. F. GOODRICH COMPANY**

Plaintiffs

vs.

**HORACE E. TINDAL**

Defendants

**SUMMONS AND COMPLAINT**

**FILED**

Filed ..... 19.....

**SEP 4 1970**

Clerk

**ALICE J. DUCK**

CLERK  
REGISTER

**MURPHY**  
**COLLINS, GALLOWAY & MURPHY**

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Sept 4 1970

Taylor Wilkins Sheriff

I have executed this summons

this Nov. 27 1970

by leaving a copy with

AN

Horace E. Tindal

Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS Sheriff

BY

Nall

DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. F. Hall Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

50 mi RT  
R - Cal

FILED  
MAY 12 1971  
CLERK

B.F. GOODRICH COMPANY, : IN THE CIRCUIT COURT OF  
Plaintiff, : BALDWIN COUNTY, ALABAMA  
VS: : AT LAW  
HORACE E. TINDAL, :  
Defendant. : CASE NO. 9 4 7 4

Upon consideration of the petition filed herein by the above named defendant on the 6th day of May, 1971, praying that the said defendant be cited as for a contempt, it is,

Ordered, adjudged and decreed by the Court that the said defendant, Horace E. Tindal, do be and appear before the Court on the 10th day of June, 1971 at 10:00 A.M. and show cause, if any he have, why he should not be held in contempt for willfully refusing to file said statement of assets, as required by law.

Let a copy of said petition and this decree be served upon the said defendant.

Dated this the 17<sup>th</sup> day of May, 1971.

J. H. A. Mathis  
CIRCUIT JUDGE

9474

B. F. Gordrich Co.

vs.

Horace E. Lindal

Order

Shelf claims 50 JAN 18 1974  
Ten Cents per mile Total \$ 5.00  
TAYLOR WILKINS, Sheriff  
A. A. Brown  
DEPUTY SHERIFF

Received 18 day of May 19 74  
and on 26 day of May 19 74  
I served a copy of the writin Order  
on Horace E. Lindal

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By A. A. Brown D.S.  
50 m TE  
R. Dale

Collins, Galloway & Murphy



SERIES A NUMBER 7

\$ 150.00

Mobile, Alabama  
CITY STATE

December 18, 19 69  
DATE

On July 18, 1970

after date, for value received, the undersigned promises to pay to the order of

THE B.F.GOODRICH COMPANY at the First National Bank, Mobile, Alabama  
NAME OF BANK CITY STATE

One hundred fifty & NO/100----- DOLLARS \$ 150.00

with interest at the rate of 8 % per annum from the date hereof until paid in full. Non-payment of principal and interest at maturity shall cause this note or, if this note is one of a series of notes, all notes of the series to become due and collectible at once without notice, and the party or parties hereto, whether maker, co-maker, endorser, surety or guarantor, each for himself, if and to the extent permitted by law, hereby severally waive as to this obligation the benefit of and relief under any and all statutes, now or hereafter enacted, providing for valuation, appraisalment, inquisition, or homestead and other exemptions, including stay of execution and condemnation, and also waive presentment, demand, protest and notice of dishonor, and agree to pay 15% of the amount then unpaid on this note or series of notes, as the case may be, as an attorney's fee in the event that this note or series of notes shall be placed with an attorney for collection. The undersigned agrees to pay all clearing house and bank collection charges levied or charged in connection with the collection of this note.

Bay Minette Home & Auto Service, Inc. (SEAL)

By: John J. Davis, Vice President (SEAL)  
CO-MAKER

DUE July 18, 1970

BFG-1591 PRINTED IN U.S.A.

SERIES A NUMBER 6

\$ 150.00

Mobile, Alabama  
CITY STATE

December 18, 19 69  
DATE

On June 18, 1970

after date, for value received, the undersigned promises to pay to the order of

THE B.F.GOODRICH COMPANY at the First National Bank, Mobile, Alabama  
NAME OF BANK CITY STATE

One hundred fifty & NO/100----- DOLLARS \$ 150.00

with interest at the rate of 8 % per annum from the date hereof until paid in full. Non-payment of principal and interest at maturity shall cause this note or, if this note is one of a series of notes, all notes of the series to become due and collectible at once without notice, and the party or parties hereto, whether maker, co-maker, endorser, surety or guarantor, each for himself, if and to the extent permitted by law, hereby severally waive as to this obligation the benefit of and relief under any and all statutes, now or hereafter enacted, providing for valuation, appraisalment, inquisition, or homestead and other exemptions, including stay of execution and condemnation, and also waive presentment, demand, protest and notice of dishonor, and agree to pay 15% of the amount then unpaid on this note or series of notes, as the case may be, as an attorney's fee in the event that this note or series of notes shall be placed with an attorney for collection. The undersigned agrees to pay all clearing house and bank collection charges levied or charged in connection with the collection of this note.

Bay Minette Home & Auto Service, Inc. (SEAL)

By: John J. Davis, Vice President (SEAL)  
CO-MAKER

DUE June 18, 1970

BFG-1591 PRINTED IN U.S.A.

SERIES A NUMBER 4

\$ 150.00

Mobile, Alabama,  
CITY STATE

December 18, 19 69  
DATE

On April 18, 1970

after date, for value received, the undersigned promises to pay to the order of

THE B.F.GOODRICH COMPANY at the First National Bank, Mobile, Alabama  
NAME OF BANK CITY STATE

One hundred fifty & NO/100----- DOLLARS \$ 150.00

with interest at the rate of 8 % per annum from the date hereof until paid in full. Non-payment of principal and interest at maturity shall cause this note or, if this note is one of a series of notes, all notes of the series to become due and collectible at once without notice, and the party or parties hereto, whether maker, co-maker, endorser, surety or guarantor, each for himself, if and to the extent permitted by law, hereby severally waive as to this obligation the benefit of and relief under any and all statutes, now or hereafter enacted, providing for valuation, appraisalment, inquisition, or homestead and other exemptions, including stay of execution and condemnation, and also waive presentment, demand, protest and notice of dishonor, and agree to pay 15% of the amount then unpaid on this note or series of notes, as the case may be, as an attorney's fee in the event that this note or series of notes shall be placed with an attorney for collection. The undersigned agrees to pay all clearing house and bank collection charges levied or charged in connection with the collection of this note.

Bay Minette Home & Auto Service, Inc. (SEAL)

By: John J. Davis, Vice President (SEAL)  
CO-MAKER

DUE April 18, 1970

BFG-1591 PRINTED IN U.S.A.

The undersigned endorser agree to all  
the provisions on the face of this note.

(SEAL)

(SEAL)

**FILED**

JAN 8 1971

**ALICE J. DUCK**

CLERK  
REGISTER

The undersigned endorser agree to all  
the provisions on the face of this note.

(SEAL)

(SEAL)

**FILED**

JAN 8 1971

CLERK  
REGISTER

**ALICE J. DUCK**

The undersigned endorser agree to all  
the provisions on the face of this note.

(SEAL)

(SEAL)

JAN 8 1971

**ALICE J. DUCK**

CLERK  
REGISTER

SERIES A NUMBER 5

\$ 150.00

Mobile,

Alabama

December 18, 19 69

CITY

STATE

DATE

On May 18, 1970

after date, for value received, the undersigned promises to pay to the order of

THE B.F.GOODRICH COMPANY at the First National Bank, Mobile, Alabama

NAME OF BANK

CITY

STATE

One Hundred fifty & NO/100----- DOLLARS \$ 150.00

with interest at the rate of 8 % per annum from the date hereof until paid in full. Non-payment of principal and interest at maturity shall cause this note or, if this note is one of a series of notes, all notes of the series to become due and collectible at once without notice, and the party or parties hereto, whether maker, co-maker, endorser, surety or guarantor, each for himself, if and to the extent permitted by law, hereby severally waive as to this obligation the benefit of and relief under any and all statutes, now or hereafter enacted, providing for valuation, appraisalment, inquisition, or homestead and other exemptions, including stay of execution and condemnation, and also waive presentment, demand, protest and notice of dishonor, and agree to pay 15% of the amount then unpaid on this note or series of notes, as the case may be, as an attorney's fee in the event that this note or series of notes shall be placed with an attorney for collection. The undersigned agrees to pay all clearing house and bank collection charges levied or charged in connection with the collection of this note.

Bay Minette Home & Auto Service, Inc. (SEAL)

By: John J. Davis Vice President (SEAL)

DUE May 18, 1970

BFG-1591 PRINTED IN U.S.A.

SERIES A NUMBER 3

\$ 150.00

22285

Mobile,

Alabama

December 18, 19 69

CITY

STATE

DATE

On March 18, 1970

after date, for value received, the undersigned promises to pay to the order of

THE B.F.GOODRICH COMPANY at the First National Bank, Mobile, Alabama

NAME OF BANK

CITY

STATE

One Hundred fifty & NO/100----- DOLLARS \$ 150.00

with interest at the rate of 8 % per annum from the date hereof until paid in full. Non-payment of principal and interest at maturity shall cause this note or, if this note is one of a series of notes, all notes of the series to become due and collectible at once without notice, and the party or parties hereto, whether maker, co-maker, endorser, surety or guarantor, each for himself, if and to the extent permitted by law, hereby severally waive as to this obligation the benefit of and relief under any and all statutes, now or hereafter enacted, providing for valuation, appraisalment, inquisition, or homestead and other exemptions, including stay of execution and condemnation, and also waive presentment, demand, protest and notice of dishonor, and agree to pay 15% of the amount then unpaid on this note or series of notes, as the case may be, as an attorney's fee in the event that this note or series of notes shall be placed with an attorney for collection. The undersigned agrees to pay all clearing house and bank collection charges levied or charged in connection with the collection of this note.

Bay Minette Home & Auto Service, Inc. (SEAL)

By: John J. Davis Vice President (SEAL)

DUE March 18, 1970

BFG-1591 PRINTED IN U.S.A.

SERIES A NUMBER 1

\$ 150.00

Mobile,

Alabama,

December 18, 19 69

CITY

STATE

DATE

On January 18, 1970

after date, for value received, the undersigned promises to pay to the order of

THE B.F.GOODRICH COMPANY at the First National Bank, Mobile, Alabama

NAME OF BANK

CITY

STATE

One hundred fifty & NO/100----- DOLLARS \$ 150.00

with interest at the rate of 8 % per annum from the date hereof until paid in full. Non-payment of principal and interest at maturity shall cause this note or, if this note is one of a series of notes, all notes of the series to become due and collectible at once without notice, and the party or parties hereto, whether maker, co-maker, endorser, surety or guarantor, each for himself, if and to the extent permitted by law, hereby severally waive as to this obligation the benefit of and relief under any and all statutes, now or hereafter enacted, providing for valuation, appraisalment, inquisition, or homestead and other exemptions, including stay of execution and condemnation, and also waive presentment, demand, protest and notice of dishonor, and agree to pay 15% of the amount then unpaid on this note or series of notes, as the case may be, as an attorney's fee in the event that this note or series of notes shall be placed with an attorney for collection. The undersigned agrees to pay all clearing house and bank collection charges levied or charged in connection with the collection of this note.

Bay Minette Home & Auto Service, Inc. (SEAL)

By: John J. Davis Vice President (SEAL)

DUE January 18, 1970

BFG-1591 PRINTED IN U.S.A.

The undersigned endorser agrees to all the provisions on the face of this note.

(SEAL)

(SEAL)

The undersigned endorser agrees to all the provisions on the face of this note.

(SEAL)

(SEAL)

FOR COLLECTION ONLY  
PAID TO THE ORDER OF:

First National Bank  
Mobile,  
Alabama

The B.F. Goodrich Company

By B. A. Jewell  
Assistant Cashier

Pay ANY BANK, BANKER OR TRUST CO

All Prior Endorsements Guaranteed

MAR 12 1970

FIRST NATIONAL BANK  
61-26 MOBILE, ALABAMA 61-26  
B. F. KING, III, CASHIER

FILED

JAN 8 1971

ALICE J. DUCK

CLERK  
REGISTER

FILED

JAN 8 1971

ALICE J. DUCK

CLERK  
REGISTER

SERIES A NUMBER 2

\$ 150.00

Mobile,

Alabama

December 18, 19 69

CITY

STATE

DATE

On February 18, 1970

after date, for value received, the undersigned promises to pay to the order of

THE B.F.GOODRICH COMPANY at the First National Bank,

Mobile

Alabama

NAME OF BANK

CITY

STATE

One hundred fifty & NO/100-----

DOLLARS \$ 150.00

with interest at the rate of 8 % per annum from the date hereof until paid in full. Non-payment of principal and interest at maturity shall cause this note or, if this note is one of a series of notes, all notes of the series to become due and collectible at once without notice, and the party or parties hereto, whether maker, co-maker, endorser, surety or guarantor, each for himself, if and to the extent permitted by law, hereby severally waive as to this obligation the benefit of and relief under any and all statutes, now or hereafter enacted, providing for valuation, appraisement, inquisition, or homestead and other exemptions, including stay of execution and condemnation, and also waive presentment, demand, protest and notice of dishonor, and agree to pay 15% of the amount then unpaid on this note or series of notes, as the case may be, as an attorney's fee in the event that this note or series of notes shall be placed with an attorney for collection. The undersigned agrees to pay all clearing house and bank collection charges levied or charged in connection with the collection of this note.

Bay Minette Home & Auto Service, Inc. (SEAL)

By:

Vice President (SEAL)

DUE February 18, 1970

BFG-1591 PRINTED IN U.S.A.

CO-MAKER

CO-MAKER

The undersigned endorser agree to all the provisions on the face of this note.

(SEAL)

(SEAL)

FOR COLLECTION ONLY  
PAY TO THE ORDER OF:

FIRST NATIONAL BANK  
MOBILE, ALABAMA

THE B.F. GOODRICH COMPANY

BY B.A. Judd  
ASST. CASHIER

FILED

JAN 8 1971

ALICE J. DUCK

CLERK  
REGISTER