

JOHN DEERE INDUSTRIAL EQUIPMENT)
COMPANY, a corporation,

Plaintiff,

vs.

ALTO A. BRILL,

Defendant.

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW. NO. 9492

DEMURRER:

Now comes the Plaintiff and demurs to Plea 3 of the Answer heretofore filed and assigns the following, both separately and severally:

1. That said plea does not state a defense to the action brought herein.

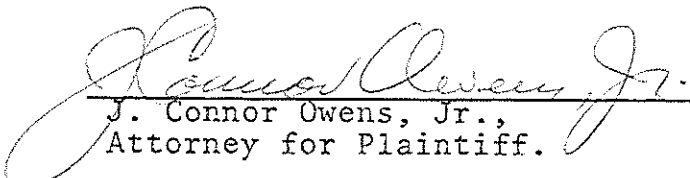
2. For aught appears, there is no privity between the Plaintiff and the Defendant.

3. That it does not appear that the Plaintiff in this cause sold the property described in said plea to the Defendant.

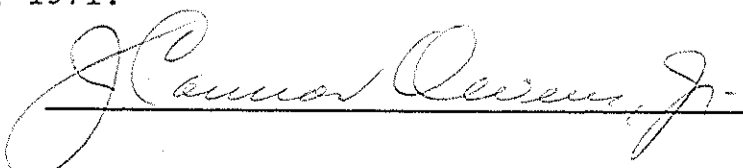
4. It affirmatively appears from the pleading in this matter that the Plaintiff in this cause was the purchaser for value of the time sales contract from North Florida Tractor Company.

5. For it affirmatively appears that the matters set forth in plea 3 arise solely between the Defendant and North Florida Tractor Company.

6. There is no affirmative allegation that North Florida Tractor Company was the agent, servant or employee of the Plaintiff in this cause.


J. Connor Owens, Jr.,
Attorney for Plaintiff.

I, the undersigned, Attorney of Record for the Plaintiff in the foregoing cause, do hereby certify that I have caused a copy of the foregoing demurrer to be served on Harry J. Wilters, Jr., the Attorney of Record for the Defendant herein by placing the same in the United States Mail, properly addressed, with postage prepaid, this 17th day of March, 1971.



JOHN DEERE INDUSTRIAL
EQUIPMENT COMPANY, a
Corporation,

Plaintiff,

vs.

ALTO A. BRILL,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9492

ANSWER

Comes now the Defendant in the above styled cause, and
for answer to the Plaintiff's Complaint, says:

1.

Not guilty.

2.

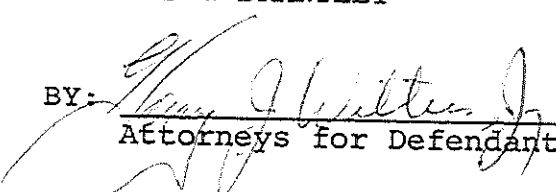
That he has paid the debt or demand for the recovery of
which this suit was brought before this action was commenced.

3.

That the note or contract upon which this suit was
brought has wholly failed as to the consideration paid for the
same in this, the consideration of the note was the purchase of
a John Deere Crawler, Model #450, and in the sale of the crawler
was warranted to be in good working order, and that it would
provide many working hours of satisfactory service. The Defendant
says that soon after he took possession of the crawler, he began
to have break downs, and that the engine had to be overhauled, and
that due to many mechanical failures, he was caused to expend
money in taking the machine back and forth to the dealer for
repairs; that he lost many hours from the use of the crawler; that
he was caused to lose customers for bulldozing because he was unable
to provide the services due to the poor condition of the crawler.

WILTERS & BRANTLEY

BY:


Attorneys for Defendant

Defendant demands a trial by jury.

Harry J. Wilton Jr.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 19 day of October
1970, served a copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same by United States
Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANTLEY

By Harry J. Wilton Jr.

FILED

OCT 19 1970

ALICE J. DUCK CLERK
REGISTER

JOHN DEERE INDUSTRIAL	X	
EQUIPMENT COMPANY, a		
Corporation,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
vs.	X	AT LAW
ALTO A. BRILL,	X	CASE NO. 9492
Defendant	X	

For further answer to the Plaintiff's Complaint, Defendant says: That the Defendant had possession of the property sued for, and the Plaintiff, acting through his agent, servant and employee, who was then acting in the line and scope of his employment, agreed with the Defendant that if the Defendant would surrender said tractor to the Plaintiff, voluntarily, that the Plaintiff would cancel the balance due to said Plaintiff.

WILTERS & BRANTLEY

BY: *Harry J. Wilters*
Attorneys for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 12th day of October 1971, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANTLEY

By: *Harry J. Wilters*

FILED

OCT 12 1971

EUNICE B. BLACKMON CIRCUIT CLERK

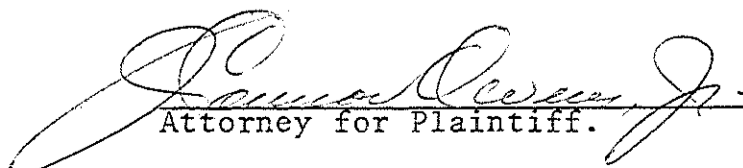
JOHN DEERE INDUSTRIAL EQUIPMENT)	
COMPANY, a Corporation,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	
)	
vs.)	BALDWIN COUNTY, ALABAMA
)	
ALTO A. BRILL,)	
)	AT LAW.
Defendant.)	9492

The Plaintiff claims of the Defendant the sum of FOUR THOUSAND EIGHT HUNDRED THIRTY TWO AND 53/100 DOLLARS (\$4,832.53), together with interest thereon from the 30th day of June, 1970, at the rate of eight percent (8%) per annum, due and owing by the Defendant to the Plaintiff under the terms of a written contract entered into by and between the Defendant and North Florida Tractor Company, and assigned to the Plaintiff on November 23, 1968, a true and correct copy of which is attached hereto and incorporated herein by reference as if the same were specifically written herein.

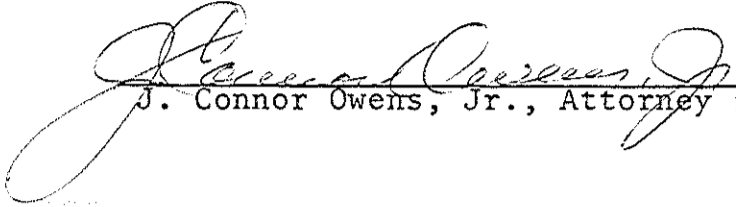
Plaintiff alleges that under the terms of said contract, the Defendant agreed to purchase one (1) John Deere Crawler, Model #450, with attachments as set forth in said exhibit, at the agreed time price of \$13,932.74, which sum would be paid in installments on or before November 15, 1971.

Plaintiff further alleges that although the Plaintiff has complied with all of the terms of said agreement, the Defendant has failed and refused to comply with the terms of said agreement in that the said Defendant failed to make said installment payment due on November 15, 1969, and that Plaintiff, in accordance with the terms of said contract, declared the said balance due in the sum of \$4,832.53, together with interest thereon at the rate of 8% per annum from June 30, 1970.

Plaintiff further alleges that in and by the terms of said contract, Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff further claims a reasonable attorney's fee in the premises.


Attorney for Plaintiff.

The undersigned, as Attorney for the Plaintiff in this cause, acknowledges himself security for costs.


J. Connor Owens, Jr., Attorney for Plaintiff.

FILED

SEP 18 1970

ALICE J. DUCK CLERK
REGISTER

SIGN THE "ORIGINAL" & "FINANCING STATEMENT" SET

The GOODS are held by me (us) at my (our) risk and expense with no abatement in my (our) obligation on account of loss or damage. I (We) will settle all claims of any kind against SELLER directly with SELLER and if SELLER assigns this note I (we) will not use any such claim as a defense, setoff or counterclaim against any effort by the holder to enforce this instrument. Waiver or condonation of any breach or default shall not constitute a waiver of any other or subsequent breach or default. I (We) hereby waive all exemption or homestead laws as to this obligation. I (We) authorize Secured Party or any assignee hereof to file (or to execute on my (our) behalf and file) a financing statement (or statements) in order to perfect the security interest granted herein indicating the type of items described herein or describing such items. A carbon impression of my (our) signature shall be sufficient to authenticate a financing statement describing the GOODS. Any provision hereof prohibited by law shall be ineffective and deemed deleted to the extent of such prohibition and shall not invalidate any other provision hereof. Holder may correct patent errors herein.

NOTICE OF PROPOSED GROUP LIFE INSURANCE FOR ELIGIBLE DEBTORS

If a debtor whose signature is on the Note on the face hereof qualifies as an Eligible Debtor under the provision below, and if John Deere Company becomes the holder of the Note, life insurance protection under Group Creditors Life Insurance Policy No. GL-65001 issued by Rock River Life Insurance Company, Moline, Illinois, will be provided in connection with the indebtedness under said Note on the life of such Eligible Debtor. Such insurance will become effective as of the date of said Note, and a certificate describing the insurance will be furnished within thirty days. The insurance will (in absence of default in installment payments) remain in force, subject to the terms of the group policy, until discharge of the indebtedness. The amount of insurance will be the amount necessary to discharge the indebtedness under the Note not exceeding \$10,000 with respect to one or more indebtednesses as to which the Eligible Debtor is insured under the group policy and/or Prudential Group Creditors Life Policy GL-41400. Any insurance proceeds payable will be applied toward discharge of the indebtedness. No payment will be collected from or charged to the Eligible Debtor for the insurance.

ELIGIBLE DEBTOR (subject to Exceptions below). — When the Note is signed by only one debtor, such debtor is the Eligible Debtor. When the Note is signed by two or more debtors, the Eligible Debtor shall be that debtor whose signature appears to the left or uppermost on the Note except if both husband and wife are signers of the Note, the husband shall be the Eligible Debtor. Where, in the case of a corporation indebtedness, the officer who signs for the corporation also signs a second time as a co-debtor, such officer shall be the Eligible Debtor.

Exceptions — No person shall be an Eligible Debtor (a) with respect to a corporation indebtedness except as provided above; or (b) with respect to the indebtedness of an association, cooperative, club, society or similar organization. Furthermore, no debtor shall be an Eligible Debtor if the date of the Note occurs on or after such person's 66th birthday. However, if another debtor or debtors who signed the Note are less than age 66 on the date of the Note, that debtor less than age 66 whose signature on the Note appears to the left or uppermost as to all other signers of the Note who are less than age 66 shall be the Eligible Debtor.

RR 007-9-67

If John Deere Company becomes the holder of the Note which is on the face of this contract, physical damage insurance will be provided covering the equipment which is being purchased on this contract. The physical damage insurance shall terminate if the indebtedness is discharged, or if Deere's security interest in the equipment terminates, or if the indebtedness becomes in default and Deere discontinues Premium Payments therefor, or if a person succeeds the debtor under and by a Transfer of Equity accepted and approved by Deere, or if the Retail Installment Sales Floater Policy terminates. The insurance is being purchased by John Deere Company at its own expense. Upon acceptance of said Note by John Deere Company, you will be furnished an advice which describes this insurance protection.

TO: JOHN DEERE COMPANY

To induce you to accept this instrument I hereby warrant that: This instrument is genuine; that it was completed in full before it was signed; that the debtor has been furnished a copy of it; that debtor is twenty-one years of age or fully emancipated; that title to this instrument and to the property covered thereby is in me free of any liens or encumbrances except such liens as you might have; that I have the right to transfer the same; that there is no defense, offset or counterclaim therein.

For value between you and me, I hereby negotiate, sell and transfer this instrument to you, your successors and assigns under the terms and conditions of the applicable Finance Agreement now in effect together with the property covered thereby. This assignment is not an assignment of any of my obligations to the purchaser of the goods. I authorize you, your successors or assigns to do every act or thing necessary to collect and discharge the same.

If any of the foregoing warranties are untrue, I will purchase this instrument from you upon demand and will pay therefor not less than the unpaid balance owing thereon plus any and all costs and expenses paid or incurred by you in respect thereto. Such remedy shall be cumulative and not exclusive and shall not affect any other right or remedy that you might have at law or in equity against me. You are hereby authorized to correct patent errors in this instrument and all other papers executed, endorsed or signed in connection therewith.

DATE Nov 23, 1963 DEALER North Fla Tractor Co SIGNED BY Bill Hodges
VOL 68 PAGE 273

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ALTO A. BRILL

Robertsdale, Alabama

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.....

Alto A. Brill

... Defendant.....

by JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY, a corporation

..... Plaintiff.....

Witness my hand this 18th day of September 19 70

Alice J. Luck, Clerk

No. 9492

Page.....

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

JOHN DEERE INDUSTRIAL EQUIP-
MENT COMPANY

Plaintiffs

vs.

ALTO A. BRILL

Defendants

SUMMONS AND COMPLAINT

Filed September 18, 1970

Alice J. Luck Clerk

J. CONNOR OWENS, JR.,
Bay Minette, Ala. Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Robertsdale, Alabama

Received In Office

Sept 18, 1970

Taylor Wilkins Sheriff

I have executed this summons

this *24-Sept* 19 *70*
by leaving a copy with *BU*

Alto A. Brill

Sherriff claims *6.00*

TEN CENTS per mile Total *6.00*
TAYLOR WILKINS, Sheriff

BY *H. L. Brown*
DEPUTY SHERIFF

Taylor Wilkins Sheriff
H. L. Brown Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

Elmore