

CLINTON BURT, d/b/a
BURT'S EQUIPMENT AND
REPAIR SHOP,

Plaintiff,

-vs-

DOUG WEAVER,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

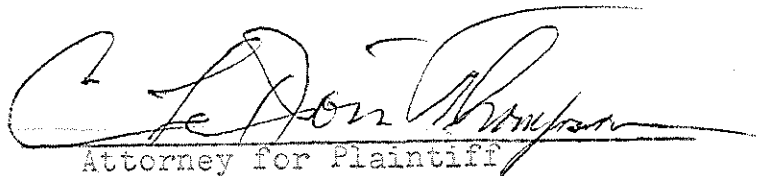
AT LAW

CASE NO.

9495

Comes the plaintiff in the above styled cause and moves
that this Honorable Court orders a dismissal in said cause
on grounds which shows as follows:

- (1) That a settlement has been made between the
parties to this cause.
- (2) That the costs has been paid by the Defendant.


Attorney for Plaintiff

CLINTON BURT, d/b/a
BURT'S EQUIPMENT AND
REPAIR SHOP,

Plaintiff,

-vs-

DOUG WEAVER,

Defendant.

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IN THE CIRCUIT COURT OF

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AT LAW

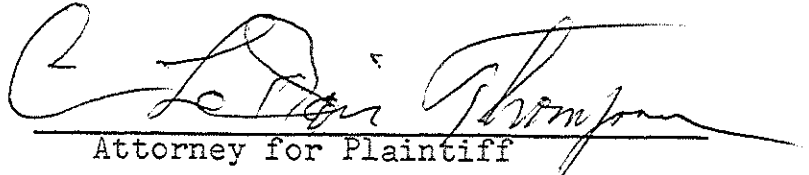
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on grounds which shows as follows:

- (1) That a settlement has been made between the
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Attorney for Plaintiff

FILED

NOV 16 1970

ALICE J. DUCK CLERK
REGISTER

BAILEE'S RECEIPT

BAY MINETTE, ALA., Oct. 22 1970

The State of Alabama, }
Baldwin County

I hereby agree to take, care for and preserve as the Bailee of.....Taylor Wilkins.....
Sheriff of Baldwin County, Alabama, the following described personal property this day levied upon
under Writ of ~~Sequestration~~, Attachment, ~~Replevin~~, issued out of the Circuit Justice Civil Court of Baldwin
County, Alabama, in the above styled case, to-wit:

One tree-length pole or log trailer

Said property having been released to Bailee by the Escambia County Alabama Sheriff's
Office

I further agree to deliver the above described personal property to the said.....Taylor.....
Wilkins....., Sheriff of Baldwin County, Alabama, upon his written order of demand.

Witness C. L. Don Thompson Clinton Burt Bailee.

THE STATE OF ALABAMA {
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALA.

KNOW ALL MEN BY THESE PRESENTS, That We, Clinton Burt and

Lester J. Hinote and Dewey Louis Hartley

....., of the County of Baldwin State of Alabama

are held and firmly bound unto Doug Weaver, a non-resident of the
State of Alabama

in the sum of \$1534.30-----Dollars, to

be paid to the said Doug Weaver

heirs, executors, administrators, or assigns, for which payment, 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, firmly by these presents.

Sealed with our seals and dated the.....day of....., 19

The Condition of this Obligation is such:

That whereas, the above bounden Clinton Burt

..... ha^s, on the day of the date

hereof, prayed an Attachment at the suit of Clinton Burt, d/b/a Burt's Equipment

and Repair Shop

against the estate of above named

Doug Weaver

for the sum of \$767.15-----Dollars,
and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said Clinton Burt

should prosecute said Attachment to effect, and pay the said Defendant all such damages as.....
may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be
void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have now,
or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

Clinton Burt (Seal) 1700.00
Lester J. Hinote (Seal) 262.00
Dewey Louis Hartley (Seal) *Low Jean 760
2400
..... (Seal)

Approved, this 22nd day of Sept., 1970

Deane J. Luck, Clerk

THE STATE OF ALABAMA {
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me, C. LeNoir Thompson, Attorney, Notary Publicin and for said County, personally appeared Clinton Burtwho, being duly sworn, on oath saith that Doug Weaver of Contonment, Florida

is

justly indebted to

Clinton Burt of Burt's Equipment and Repair Shopin the sum of Seven hundred sixty seven dollars & 15/100 (\$767.15) Dollars,which said amount is justly due after allowing all just offsets and discounts, and that the said DougWeaver is a non-resident of the State of Alabama. And furtherthe defendent, Doug Weaver, has monies, property and effectsenough to settle the debt which he fraudulently withholds.

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive.

✓ Clinton Burt

Subscribed and sworn to before me this

22 day of Sept19 70

No. _____ Page _____

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT
 At Bay Minette, Ala.

Clinton Burt

TO

Doug Weaver

ATTACHMENT BOND AND AFFIDAVIT

Filed this the _____ day

of _____, 19 ____

_____, Clerk

_____, Attorney

THE STATE OF ALABAMA,
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, CLINTON BURT, d/b/a BURT'S EQUIPMENT AND REPAIR
SHOP

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that
DOUG WEAVER, a non-resident

is justly indebted to the Plaintiff CLINTON BURT, d/b/a BURT'S EQUIPMENT AND
REPAIR SHOP

in the sum of \$767.15 Dollars, and
the said CLINTON BURT having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of
DOUG WEAVER, to-wit: One tree-length pole or log trailer,
repaired and remodeled by the said Clinton Burt and in the
possession of the said Doug Weaver

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, on _____ Monday of _____ 19 ____
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 22nd day of Sept A. D., 1970.

Alice J. Duck Clerk.

RECEIVED

SEP 22 1970

TAYLOR VIKINS
SHERIFF

Served 10-14-1970

4:30 P.M. by
attacking the trailer
and striking in front
of City Hall
attn: Ala.

Ispsyme
By G.A. Trel D.S.

No. 94.95

ATTACHMENT

Clinton Burt
Alta Burt Group
& Repair Shop
Vs. ATTACHMENT

Long Weaver

Issued _____, 19____

Moore Printing Co.,

ACCOUNT NUMBER

M551

ACTUAL AMOUNT
OF LOAN

\$600.00

FIRST PAYMENT
DUE

3-1-69

FINAL PAYMENT
DUE

7-23-70

DUE DATE

1st

Debtor:

Williams, Robert & Willie Jo
#E 91 Krome Ave. Housing
(Mail: P.O. Box 858)
Homestead, Fla. 33030

SCHEDULE 18 x \$42.66

Lender:

Mac's Loan Company
46 W. Mowry Street
Homestead, Fla. 33030

(Licensed by the State of Florida to make loans in the amount of \$600.00 or less according to the Laws of the State of Florida.)

MO	DATE OF LOAN		TERM IN MONTHS	AMOUNT LIFE INSURANCE	ACCIDENT & HEALTH MONTHLY BENEFITS	TYPE OF INSURANCE
	DAY	YEAR				
1	23	69	18	\$ 767.88	\$ XX XX	LEVEL LIFE
AGE OF BORROWER	DATE OF BIRTH		LIFE	PREMIUMS A & H	TOTAL INSURANCE PREMIUM	X DECREASING LIFE
	MO	DAY YEAR				
39	11	29 29	\$ 1152	\$ XX XX	\$ 11 52	14 DAY A & H
						DAY A & H

This Loan is Secured By

- ☒ Security Agreement On ☒ Household Goods
☐ Automobile
☐ Other (Describe) ☐ Other (Describe)

BORROWERS MAY PREPAY UNPAID BALANCE, OR ANY PART THEREOF, WITH ACCRUED INTEREST, AT ANY TIME.

PAYABLE: The principal and interest is payable in 18 monthly payments of \$ 42.66 each, except the final payment which shall be for any unpaid principal and interest.

AGREED RATE OF
INTEREST CHARGE

3% per month on unpaid principal balances not in excess of \$300 and 2% per month on remaining unpaid principal balances in excess of \$300, but not exceeding \$600. Interest on unpaid principal balances after the expiration of twelve months following the last contractual installment date shall be at the rate of 10% per annum.

NOTE

For value received, the undersigned jointly and severally promise to pay to the payee named above at its above office the actual amount of the loan stated above, being the principal amount of this note, together with interest at the agreed rates as above stated until fully paid.

Payment of principal and interest shall be made in consecutive monthly installments as indicated above beginning on the above stated due date for first payment and continuing on the same day of each succeeding month to and including the above stated due date for the final payment. If the principal amount of this note or if any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the above agreed rate of interest charge. Each payment made hereon shall be applied first to interest charges as aforesaid to date of payment and the balance shall be applied on the unpaid principal balance until paid.

Default in the payment of any installment of the principal or interest hereof, or any part of either, shall, at the option of the holder hereof, and without notice or demand, render the then unpaid balance of the principal hereof, and accrued interest thereon, at once due and payable, and acceptance of any payment(s) after default shall not constitute a waiver thereof.

Extension of the time of payment of all or any part of the amount owing hereon at any time or times shall not affect the liability of any party hereto or surety or guarantor hereof. Sureties, guarantors, and parties hereto severally waive demand and presentment for payment, notice of default, protest and notice of protest of this note and further waive all rights to exemption of every kind under the laws of any state.

If suit is filed on this note because of default in payment or otherwise, the undersigned agree to pay the actual and reasonable attorney fees and court costs, including actual and reasonable expenses of repossession, storing and selling of any property pledged as security, all as determined by the Court in which suit is filed.

In consideration of the credit herein extended, we hereby agree that the payee or the holder of this note may communicate with us, or to any person, firm, corporation, or governmental agency, by any known means of communication, for any purpose it may deem necessary in connection with or during the pendency of the debt herein incurred, and do hereby waive any right we have to claim violation of our right of privacy by reason of such communications.

The undersigned acknowledge receipt of a statement in English as required by Section 516.15 of the Florida Statutes, as amended.

The payee named herein is licensed by the State of Florida to make loans in sums of Six Hundred Dollars (\$600.) or less pursuant to Section 516 of the Florida Statutes, as amended.

SECURITY AGREEMENT

Debtors grant a security interest to the Secured Party in the following described personal property which is located at the Debtor's residence as set forth above, in consideration of a loan made to the Debtors, evidenced by a note in the amount and on the terms stated above:

(1) All furniture, appliances and other household goods and chattels located in or about Debtor's residence at the address shown above or at any further location of Debtor's residence, including the following:

All Household Goods Now On Premises And Later Acquired.

(2) Motor vehicle:

MAKE	STYLE AND MODEL	IDENTIFICATION NUMBER	YEAR	OTHER IDENTIFICATION

(3) Other (describe)

(4) All accessions, substitutions and replacements of the foregoing.

If this Security Agreement includes a motor vehicle, Debtors covenant they will not remove same from the State of their present residence shown above and if this Security Agreement includes other personal property, Debtors covenant they will not remove such other personal property from their residence, without the written consent of the Secured Party.

Debtors covenant they will procure such insurance of the described property required by the Second Party in a reasonable amount, such insurance to name the Secured Party as a loss payee and covenant they will keep such insurance in force for the duration of this Security Agreement. Such policies and certificates of insurance shall be delivered to the Second Party.

If Debtors should be in default of payment or breach any condition of this agreement, Secured Party may exercise its remedies available under the Uniform Commercial Code or other applicable laws and Debtors shall be liable for reasonable attorneys fees and legal expenses incurred by Secured Party.

The undersigned acknowledges receipt of a copy of this instrument and acknowledge that this debt was incurred and cash received by both parties jointly.

Witness: *McDonald Brown*Witness: *Patricia C. Gray*Secured Party: *McDonald Brown*By: *McDonald Brown* Title: *Mgr**Robert Williams* (Seal)*Willie Jo Williams* (Seal)

(Seal)

(Seal)

