

MAR 23 1971

* EUNICE B. BLACKMON * * * *

N.J.

JULY

42-732

gs in the above styled case in this Court.
 Deal as such Clerk of said Court at Mobile, Mobile

John E. Maudslowe Clerk

UNIVERSAL C.I.T. CREDIT)	IN THE CIRCUIT COURT OF
COMPANY OF ALABAMA, a)	MOBILE COUNTY, ALABAMA
corporation,)	
Plaintiff,)	AT LAW
vs.)	
MARIAN B. BAIN,)	
Defendant.)	CASE NO. <u>34742</u>

COUNT ONE

Plaintiff claims of the Defendant ONE THOUSAND THREE HUNDRED EIGHTY-FIVE AND 95/100 (\$1,385.95) DOLLARS, damages, for the breach of a written agreement entered into between the Plaintiff and the Defendant, on, to-wit: June 26, 1969, a true and correct copy of which said agreement is attached hereto and made a part hereof by reference for all purposes. Plaintiff avers that although it has performed all the terms and conditions of said agreement on its part, the Defendant failed or refused to make the installment due on, to-wit: November 26, 1970, and Plaintiff avers that it has exercised its option and declared the entire and full remaining amount due under said agreement immediately due and payable.

WHEREFORE, Plaintiff claims of the Defendant the sum hereinabove set forth, together with the interest thereon, together with a reasonable attorney's fee, as provided for in said agreement.

McDERMOTT & SLEPIAN
Attorneys for Plaintiff

BY


BRAXTON L. KITTRELL, JR.

Defendant may be served:

Post Office Box 723
Green O Road
Fairhope, Alabama

STATE OF ALABAMA
CLERK OF THE COURT
MOBILE COUNTY
THIS PLEADING
WAS FILED ON

FEB 25 10 25 AM '71

J. L. McDerrott
CLERK

NOTE AND STATEMENT OF LOAN

ORIGINAL

NAME AND ADDRESS OF BORROWER(S) Harold E. Bain Marian Bain P. O. Box 723 Green O Road Fairhope, Ala. 36532		LENDER: UNIVERSAL C.I.T. CREDIT COMPANY OF ALABAMA ADDRESS: 1910 Government St. Mobile, Ala. 36606		
LOAN NUMBER 11706	DATE OF LOAN 6/26/69	AMOUNT OF NOTE \$ 1908.00	NUMBER OF INSTALLMENTS 36	DATE DUE EACH MONTH 26th
DATE FIRST INSTALLMENT DUE 7/26/69	AMOUNT OF FIRST INSTALLMENT \$ 53.00	AMOUNT OF OTHER INSTALLMENTS \$ 53.00	DATE FINAL INSTALLMENT DUE 6/26/72	
This loan is secured by: <input type="checkbox"/> Real Estate Mortgage Deed <input checked="" type="checkbox"/> A Security Agreement on: <input type="checkbox"/> Automobile <input checked="" type="checkbox"/> Household Goods <input checked="" type="checkbox"/> Other (describe) Horse Trailer and tractor				

For value received, the undersigned (all, if more than one), hereafter "Borrower," residing at the above address, agrees to pay the Amount of Note which includes interest at the rate of 6% per annum aggregated to the principal amount loaned for the entire period of the loan, in the manner indicated above, plus interest after maturity at the highest lawful contract rate, to Universal C.I.T. Credit Company of Alabama, hereafter "Lender."

Borrower acknowledges that, other than insurance on collateral separately required by Lender, Borrower has voluntarily requested all coverages noted below. Borrower has not been required to obtain insurance from any particular agent, broker or insurer and has requested Lender to obtain the coverages for which the charges are stated below with proceeds of this loan. Borrower hereby assigns to Lender any monies which may become payable under any insurance, including return or unearned premiums, for application to the unpaid balance, and authorizes Lender to endorse any draft.

Borrower agrees to pay a late charge of 5% or \$5, whichever is less, on any installment past due ten days or more.

If Borrower defaults in the payment of any installment, as scheduled or extended or fails to satisfy any other obligation, the entire balance and all other indebtedness owing to Lender shall, at the option of Lender, become due and payable forthwith, without notice or demand. If any loan or deficiency is placed in the hands of an attorney for collection, Borrower will pay a reasonable attorney's fee (15% if permitted by law).

If the debt is accelerated by Lender, credit will be given for unearned precalculated charges upon full payment by Borrower.

Acceptance of any payments after maturity, or waiver or condonation of any breach or default, shall not constitute a waiver of any later or other breach or default. No representations, promises or statements have been made by Lender unless contained herein in writing. Any provision hereof shall be deemed modified, or, if necessary, deleted to conform to the laws of this state. Protest waived.

DESIGNATION OF INSURED

If Credit Life Insurance is written to cover this indebtedness, I (we) designate as the person to be covered thereby the individual whose signature first appears below and understand that such insurance, if obtained, will be for the descending balance of the loan with original amount not in excess of the original Amount of Note. No such insurance will be written if said individual is 65 years of age or older on the date of the loan. The same person is to be covered by Credit Accident and Sickness Insurance, if obtained.

INSURANCE MENTIONED ABOVE DOES NOT COVER LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS.

THE FOLLOWING INSURANCE PREMIUMS AND CHARGES ARE INCLUDED IN THE ABOVE INDICATED AMOUNT OF NOTE:		Credit Life Insurance Premium \$ 42.93
Charge \$ 281.89		Credit Accident & Sickness Insurance Premium \$
Service Fee \$ 60.00		Household Goods Insurance Premium \$
Property Appraisal \$ 44.98		Automobile Insurance Premium \$
Title Search \$		<input type="checkbox"/> Fire-Theft-Combined Additional Coverage
Recording Fee \$		<input type="checkbox"/> \$50. or <input type="checkbox"/> \$..... Deductible Collision
		<input type="checkbox"/> Comprehensive <input type="checkbox"/> Towing & Labor <input type="checkbox"/> Loss of Use
		Automobile Insurance Expires 19.....

DESCRIPTION OF COLLATERAL

MOTOR VEHICLE — YEAR & MAKE	SERIES NAME (Also "No.", if applicable)	BODY TYPE & MODEL NUMBER	IDENTIFICATION NUMBER (Motor or Serial No.)
<input checked="" type="checkbox"/> HOUSEHOLD GOODS — All of the Household Goods now owned or hereafter acquired by Borrower, and wherever located.		<input checked="" type="checkbox"/> OTHER COLLATERAL (Describe) Horse Trailer and tractor	
LOCATION OF COLLATERAL IF OTHER THAN ABOVE ADDRESS			

Borrower hereby acknowledges receipt of a completed copy of this NOTE AND STATEMENT OF LOAN

[Signature]
(Witness)
[Signature]
(Witness)

X *[Signature]*
(Person, if any, to be insured under above Designation)
Harold E. Bain
X *[Signature]*
Marian Bain



SECURITY AGREEMENT

NAME AND ADDRESS OF BORROWER(S) Harold E. Bain Marian Bain P. O. Box 723 Green O Road Fairhope, Ala. 36532		LENDER: UNIVERSAL C.I.T. CREDIT COMPANY OF ALABAMA ADDRESS: 1910 Government St. Mobile, Ala. 36606		
LOAN NUMBER 11706	DATE OF LOAN 6/26/69	AMOUNT OF CONTRACT \$ 1908.00	NUMBER OF INSTALMENTS 36	DATE DUE EACH MONTH 26th
DATE FIRST INSTALMENT DUE 7/26/69	AMOUNT OF FIRST INSTALMENT \$ 53.00	AMOUNT OF OTHER INSTALMENTS \$ 53.00	DATE FINAL INSTALMENT DUE 6/26/72	

For value received, the undersigned (all, if more than one), hereafter "Borrower," residing at the above address, to secure payment of a Promissory Note of even date in the Amount of Contract indicated above, to Universal C.I.T. Credit Company of Alabama, hereafter "Lender", hereby gives to Lender, its successors and assigns, a security interest in the collateral described below to secure the obligations, present and future, of Borrower to Lender.

Borrower represents that he owns and lawfully possesses the collateral and that it is and will continue free from all encumbrances. Borrower agrees to pay promptly when due all taxes and assessments on the collateral and to satisfy all liens impressed against it. Borrower agrees that all equipment, accessories and parts added or attached to the collateral shall become part of it by accession. Borrower will keep the collateral at his above residence or other address below and will not dispose of it; Lender's interest will, nevertheless, extend to all proceeds.

The collateral shall at all times be at Borrower's risk. Borrower will keep it insured, in form satisfactory to Lender, against substantial risk of loss, damage or destruction. Borrower acknowledges he has not been required to obtain insurance from any particular agent, broker or insurer and has voluntarily requested Lender to obtain the coverages for which charges are stated with proceeds of this loan. Borrower hereby assigns to Lender and directs any insurer to pay directly to Lender any moneys which may become payable under such and any other insurance, whether relating to persons or property, including return or unearned premiums, for application to the unpaid balance, and appoints Lender as attorney-in-fact to indorse any draft.

If Borrower defaults in the payment of any instalment, as scheduled or extended or fails to satisfy any other obligation, the entire balance and all other indebtedness owing to Lender shall, at the option of Lender, become due and payable forthwith, without notice or demand. On any such default or failure, Borrower will deliver the collateral to Lender who may take and retain possession thereof and of anything found therein, as custodian; Lender may also enter any premises where the collateral may be to take possession thereof, and may dispose of it in any reasonable manner, upon at least ten days' notice. Any net surplus after expenses of disposition will be paid to Borrower who agrees to pay any deficiency forthwith. If any loan or deficiency is placed in the hands of an attorney for collection, Borrower will pay a reasonable attorney's fee (15% if permitted by law). Lender shall have, in addition, all of the remedies of a secured party under the Alabama Uniform Commercial Code.

Acceptance of any payments after maturity, or waiver or condonation of any breach or default, shall not constitute a waiver of any later or other breach or default. No representations, promises or statements have been made by Lender unless contained herein in writing. Any provision hereof shall be deemed modified, or, if necessary, deleted to conform to the laws of this state.

DESCRIPTION OF COLLATERAL			
MOTOR VEHICLE — YEAR & MAKE	SERIES NAME (Also "No.", if applicable)	BODY TYPE & MODEL NUMBER	IDENTIFICATION NUMBER (Motor or Serial No.)
<input checked="" type="checkbox"/> HOUSEHOLD GOODS — All of the Household Goods now owned or hereafter acquired by Borrower, and wherever located.		<input type="checkbox"/> OTHER COLLATERAL (Describe) Horse Trailer and tractor	
LOCATION OF COLLATERAL IF OTHER THAN ABOVE ADDRESS			

 (Witness)
Judith Persons

 (Witness)

Harold E. Bain

Marian B. Bain



THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama:
You are hereby commanded to summon

MARIAN B. BAIN

to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama,
at the place of holding the same, then and there to answer the complaint of
UNIVERSAL C. I. T. CREDIT COMPANY OF ALABAMA,
A CORPORATION

WITNESS: John E. Mandeville, Clerk of said Court, this 25 day of February, 19 71

Attest

John E. Mandeville
Clerk

SHERIFF'S RETURN

Received _____ day of _____, 19____ and on _____ day
of _____, 19____, I served a copy of
the within _____ on _____
by service on _____

RAY D. BRIDGES, SHERIFF

By _____ D.S.

With the jury find for the
Pl. and against the Defendant
on a Promissory Note
note for \$1,583.89.

Lu Long
Zomer

Mail
No. 34742
JUDGE _____ DOCKET _____
CIVIL DIVISION
CIRCUIT COURT
MOBILE COUNTY
UNIVERSAL C. I. T. CREDIT
COMPANY OF ALABAMA, A
CORPORATION
VS. } Complaint and Summons
MARIAN B. BAIN
Issued 25 day of February, 19 71
Defendant's Address
Post Office Box 723,
Green O Road,
Fairhope, Alabama
McDermott & Slepian
By: Braxton L. Kittrell, Jr.
Plaintiff's Attorney

Received 2 day of March 19 71
and on 2 day of Mar. 19 71
I served a copy of the within C.C.R.
on Marian B. Bain
By service on Marian B. Bain
TAYLOR WILKINS, Sheriff
By T. C. P. S.
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
BY T. C. P. S. DEPUTY SHERIFF

68 PAGE 423
VCL

UNIVERSAL C.I.T. CREDIT
COMPANY OF ALABAMA, a
corporation,

Plaintiff,

vs.

MARIAN B. BAIN,

Defendant.

: IN THE CIRCUIT COURT OF
:
: MOBILE COUNTY, ALABAMA
:
: AT LAW
:
:
:
: CASE NO. 34,742

PLEA IN ABATEMENT

Comes now MARIAN B. BAIN, appearing solely and specially
for the purpose of filing this Plea in Abatement, and says as follows:

1. That she was heretofore served with the Complaint in the
above matter by the Sheriff of Baldwin County, Alabama, such service of
process having taken place in Baldwin County, Alabama.
2. That she is not now a resident of Mobile County, Alabama.
3. That, at the time that the agreement upon which the suit is
based was executed, she was not a resident of Mobile County, Alabama, and
was not such a resident at any time subsequent thereto, to and including the
date hereof.

That she is a resident of Fairhope, Baldwin County, Alabama.

4. That the cause of action sued upon does not arise out of work
and labor done for her.

WHEREFORE, the premises considered, MARIAN B. BAIN
respectfully prays that the cause entitled above be abated and held for
naught.

FEIBELMAN & SILVER
Attorneys for Defendant

BY: 
Of Counsel

STATE OF ALABAMA:

COUNTY OF MOBILE:


Personally appeared before me, the undersigned authority,
HERBERT P. FEIBELMAN, JR., who having been duly sworn, deposed
and said that the facts above alleged are true and correct, according to
the best of his knowledge, information and belief.


HERBERT P. FEIBELMAN, JR.

Sworn and subscribed to before me, this the 12th day of
March, 1971.

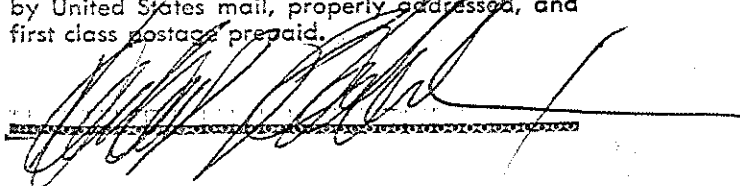

Catherine B. Mitchell
Notary Public, Mobile County, Alabama


Defendant respectfully demands a trial by jury.


HERBERT P. FEIBELMAN, JR.
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 12
day of March, 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.



STATE OF ALABAMA
COUNTY OF MOBILE
FILED
MAR 15 7 18 PM '71


FRIDAY, MARCH 19, 1971

UNIVERSAL C.I.T. CREDIT
COMPANY OF ALABAMA, a
Corporation

BOLLING -vs- 34742

MARIAN B. BAIN

PLEA IN ABATEMENT SUSTAINED,
AND CAUSE ORDERED TRANSFERRED
TO CIRCUIT COURT OF BALDWIN
COUNTY

This day in open Court came the parties by their attorneys, and defendant's Plea in Abatement filed March 15, 1971. to the complaint in this cause, coming on to be heard and being argued by counsel and understood by the Court;

It is ordered and adjudged by the Court that defendant's said Plea in Abatement filed March 15, 1971, to the complaint in this cause be, and the same is hereby sustained, and cause ordered transferred to the Circuit Court of Baldwin County, Alabama.

Minute Book 42

Page 732

STATE OF ALABAMA, }
COUNTY OF MOBILE }

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, do hereby
certify that the foregoing is a full, true and correct copy of ORDER OF COURT

as rendered by the said Circuit Court on the 19th day of March, 1971, in the cause
entitled No. 34742 - UNIVERSAL C.I.T. CREDIT COMPANY OF ALABAMA, a
Corporation, Plaintiff,
— versus — MARIAN B. BAIN

Defendant, (~~TOGETHER WITH THE CANCELLATION THEREOF~~), as the same remains of record in this office in
Minute Book No. 42, Page No. 732

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office
in the City of Mobile, Alabama, on this the 22nd day of March, 1971

ATTEST:


Clerk, Circuit Court, Mobile County, Alabama.

**AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT**

THE STATE OF ALABAMA
~~MOBILE~~ COUNTY
 Baldwin

CIRCUIT COURT

Baldwin

Personally appeared before me, ~~John E. Maddox~~, Clerk of the Circuit Court in and for ~~Mobile~~ County and State aforesaid **CHARLES J. FLEMING**

who being duly sworn, on oath, says, that on the 12th day of April, 19 72
 in the Circuit Court of ~~Mobile~~ County, in Case No. 9760 The Plaintiff

UNIVERSAL C.I.T. CREDIT CORPORATION, a corporation

recovered a judgment against **MARIAN B. BAIN**

the Defendant, whose address is P. O. Box 723, Green Road, Fairhope, Alabama 36532

for the sum of ONE THOUSAND FIVE HUNDRED EIGHTY THREE AND 84/100 (\$1,583.84)

Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect; that Thomas Corty Pontiac

whose address is Fairhope, Alabama

is supposed to be indebted to or have effects of the said MARIAN B. BAIN

in ITS possession or under ITS control, and that he believes process of Garnishment against the said Thomas Corty Pontiac

is necessary to obtain satisfaction of said Judgment.


 CHARLES J. FLEMING

Sworn to and subscribed this 24

day of April A.D., 19 72


 Clerk

FILED

APR 21 1972

EUNICE B. BLACKMON CIRCUIT CLERK

No. 9760

CIRCUIT COURT

UNIVERSAL C.I.T. CREDIT COR-
PORATION, a corporation

Vs.

MARIAN B. BAIN

**AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT**

Filed in Office,

19..

Clerk.

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

CC LAW 12-2M-6-ES

THE STATE OF ALABAMA }
XXXXXX COUNTY
Baldwin

CIRCUIT COURT

Baldwin

Personally appeared before me, ~~XXXXXX~~, Clerk of the Circuit Court in and for ~~XXXXXX~~ County
and State aforesaid CHARLES J. FLEMING

who being duly sworn, on oath, says, that on the 12th day of April, 19 72
in the Circuit Court of ~~XXXXXX~~ County, in Case No. 9760 The Plaintiff

UNIVERSAL C.I.T. CREDIT CORPORATION, a corporation

recovered a judgment against MARIAN B. BAIN

the Defendant, whose address
is P. O. Box 723, Green Road, Fairhope, Alabama 36532

for the sum of ONE THOUSAND FIVE HUNDRED EIGHTY THREE AND 84/100 (\$1,583.84)

Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;
that Thomas Corty Pontiac

whose address is Fairhope, Alabama

is supposed to be indebted to or have effects of the said MARIAN B. BAIN

in ITS possession or under ITS
control, and that he believes process of Garnishment against the said Thomas Corty Pontiac

is necessary to obtain satisfaction of said Judgment.


CHARLES J. FLEMING

Sworn to and subscribed this

day of A.D., 19

Clerk