SUMMONS

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
CASE NO. _____
_____ TERM, 1971

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Carl B. Gibbons to appear and plead, answer or demur, within thrity days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against Carl B. Gibbons, defendant, by Zelke Dodge, Incorporated, plaintiff.

Eunice B. Blackmon, CLERK

* *

ZELKE DODGE, INCORPORATED, an Alabama corporation, Plaintiff	)	IN THE CIRCUIT COURT OF
-VS-	)	BALDWIN COUNTY, ALABAMA
CARL B. GIBBONS, Defendant	)	AT LAW
	)	CASE NO. 10.163

COUNT ONE

The plaintiff claims of the defendant the sum of One Thousand One Hundred Sixty-two and 51/100 ($1,162.51) Dollars damages for the breach of an installment contract, entered into by him on the seventh day of August, 1970, the terms of which are set out in Exhibit A attached hereto and made a part of by reference. Plaintiff avers that defendant has defaulted and refused payment on said contract. By the terms and provisions of said contract, defendant agreed in case suit was instituted to collect under said contract, to pay all costs of collection and such additional sum for attorney's fees as the Court might adjudge reasonable, wherefore the plaintiff claims of the defendant the further and additional sum of Three Hundred Eighty-seven and 50/100 ($387.50) Dollars as attorney fees.

Kenneth Cooper
ATTORNEY FOR PLAINTIFF

FILED

DEC 22 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Serve Defendant at:

1 Dickman Road
Bay Minette, Alabama

CASE NO. _____

* * * * * * * * * * * * * * * *

ZELKE DODGE, INCORPORATED,
an Alabama corporation,

Plaintiff

-VS-

CARL B. GIBBONS,

Defendant

* * * * * * * * * * * * * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

* * * * * * * * * * * * * * * *

ATTORNEY FOR PLAINTIFF

KENNETH COOPER
Post Office Box 1000
Bay Minette, Alabama 36507

DEALER: All typing must be no smaller than ELITE type.
QUADRUPLICATE: Dealer

RETAIL INSTALLMENT CONTRACT—SECURITY AGREEMENT AND DISCLOSURE STATEMENT

THIS AGREEMENT, made the ..... day of ....., 19....., by and between

..... of .....
(Creditor - Seller's Name) (Address of Seller's place of business) (Zip Code)

hereinafter called "Seller", and .....
(Customer -Buyer's Name) (Driver's License Number)

of ..... hereinafter called "Buyer".
(Residence of individual Buyer or place of business if commercial Buyer)

Seller hereby sells and Buyer hereby purchases, subject to the terms hereof, including EXHIBIT "A" printed on the other side, the following Motor Vehicle. THE DELIVERY AND ACCEPTANCE OF WHICH IN THE CONDITION AS REPRESENTED AFTER EXAMINATION BY BUYER IS HEREBY ACKNOWLEDGED BY BUYER.

MAKE	No. of Cylinders	Body Type (If Truck, Give Tonnage)	Model	New or Used	Year	Serial Number	Key Number

And Special Equipment Checked

☐ Radio ☐ Heater ☐ Automatic Transmission ☐ Power Steering ☐ Power Brakes ☐ Window Lifts ☐ Overdrive ☐ Air Conditioner Other ..... (Specify)

For the price calculated as follows:

(1) Cash Price . . . . . $.....
(including Sales Tax of ($.....)

(2) Down Payment
(a) Trade-In . . . . . $.....
Make..... Model.....
Serial #..... Year.....
(b) Less: Amount Owing . . $.....
(c) Net Allowance . . . . . $.....
(d) Cash Down Payment . . $.....
(e) Total Down Payment . . .
[Item (c) and (d)] . . . . . $.....

(3) Unpaid Balance of Cash Price
[Item (1) minus Item (2) (e)] . . . $.....

(4) Insurance Premiums and Other Charges
(No Insurance Coverage Unless Premium Shown & Box Checked) For Term of Contract:
Credit Life . . . . . ☐ . . $.....
Credit Accident & Health . . . . ☐ . . $.....
Cost of Property Insurance If Obtained
Thru Creditor (Term: ..... Months) . $.....
Comprehensive ☐
or Fire and Theft ☐
$..... Deductible Collision ☐
Combined Additional Coverage ☐
Towing and Labor ☐
Personal Effects ☐
(BUYER MAY CHOOSE PERSON THROUGH WHICH ABOVE INSURANCE IS TO BE OBTAINED, IF BUYER SO CHOOSES, NAME OF PERSON IS .....)

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED.

Other Charges (Itemize).
..... ☐ . . $.....
..... ☐ . . $.....
..... ☐ . . $.....

(5) Unpaid Balance — Amount Financed . . . $.....
[Item (3) + Item (4)]

(6) FINANCE CHARGE . . . . . $.....
$..... FINANCE CHARGE PER YEAR PER $100 OF UNPAID BALANCE

(7) Total of Payments [Item (5) + Item (6)] . $.....

(8) Deferred Payment Price [Items (1)+(4)+(6)] $.....

..... (L.S.)
(Seller)

.....
Owner, Officer or Firm Member

A PAYMENT DUE ....., FOR $....., IS MORE THAN TWICE THE REGULAR AMOUNT AND IS A BALLOON PAYMENT.

GROUP CREDITOR INSURANCE (S), IF CHECKED IN ITEM 4, ABOVE, COVERS ONLY BUYERS ON LINE #1

Which Total of Payments [Item (7)] Buyer promises to pay to Seller or Successor in ..... equal monthly installments of $..... each (and a final unequal installment of $.....), the first to be paid on ....., (one month from the date hereof unless otherwise stated) and one installment on the same date of each following month until paid at the office of the

STATE NATIONAL BANK OF ALABAMA

....., Alabama

THE PURCHASE OF CREDIT LIFE, ACCIDENT AND HEALTH COVERAGES ARE NOT REQUIRED FOR CREDIT. I WANT THE COVERAGE(S) CHECKED FOR THE PREMIUM(S) SHOWN IN ITEM 4.

X .....
Signature of Buyer Date

WILL VEHICLE BE USED PRIMARILY FOR COMMERCIAL OR BUSINESS PURPOSES?

☐ Yes ☐ No

Buyer agrees that Vehicle shall be located at his address above given unless otherwise stated herein.

THIS WRITING, INCLUDING EXHIBIT "A" ON BACK HEREOF, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO ,THERE BEING NO WARRANTIES OF FITNESS OR MERCHANTABILITY WHICH EXTEND THE DESCRIPTION OF THE MOTOR VEHICLE ON THE FACE HEREOF.

(If More than One Buyer, Obligation of each is several)

1. Seller retains a purchase money Security Interest in the Vehicle and all accessions until Buyer fully performs hereunder.
2. Credit on prepayment shall be computed by deducting the acquisition charge of $..... from the Finance Charge and multiplying the remainder by the Rule of 78ths factor.
3. If Buyer defaults in an installment payment for not less than 10 days, a late charge in the amount of 5% of such payment or $5, whichever is less, shall be charged.

UNDERSIGNED ACKNOWLEDGES RECEIPT BEFORE SIGNING OF AN EXACT COPY OF ABOVE, COMPLETELY FILLED IN.

(1) ..... (L.S.)
(Buyer Sign Here)

(2) ..... (L.S.)
(Co-Obligor)

DEALER'S AGREEMENT VOL 70 PAGE 769

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to the

STATE NATIONAL BANK OF ALABAMA

its successors and assigns, hereinafter referred to as "Bank", the above contract, and all title and interest in and to the property therein described and all moneys due and to become due and all rights and remedies under said contract, with power in said assignee to assign the same and either in assignee's own name or in the name of the undersigned, for the Bank's exclusive benefit, to take all such proceedings as undersigned might have taken save for this assignment. To induce Bank to purchase said contract, undersigned warrants that (1) the above contract is a correct statement of the transaction in every respect, and a copy of the same, signed by undersigned, has been given to the Buyer, and that undersigned has fully complied with all Federal and State laws and regulations regarding the contract; (2) that no part of the down payment was loaned to, arranged for or procured on behalf of Buyer by undersigned or anyone connected with undersigned; (3) that title to said property was, at the time of entering into said contract, vested in the undersigned free and clear of all liens and encumbrances; (4) that undersigned now has the right and power to assign said title (except for the rights of Buyer under the above contract) to Bank; (5) that the Buyer(s) named is (are) over 21 years of age and has (have) the legal capacity to contract and their signatures above are genuine; (6) that to the best of undersigned's knowledge and belief(s) the representations on Buyer's statement are true (b) that the Buyer(s) will not use or permit the use of said property in violation of any laws, and (7) undersigned has made proper application for issuance by the jurisdiction in which Buyer resides of a motor vehicle Certificate of Ownership naming Bank as holder of a security interest in the property described in the contract, unless such jurisdiction does not issue such a Certificate. Undersigned agrees that if any of the foregoing warranties be breached or if any of the representations be untrue, undersigned will upon demand repurchase the contract from Bank or pay it in CASH an amount equal to the entire unpaid balance due on the within contract, with accrued interest. Undersigned agrees that repossession of the property from the Buyer, for any cause, shall not release undersigned from the obligation of this agreement. The Bank is hereby authorized to correct any and all patent errors in said contract.

Dated:

Dealer .....

By .....
(Official Title if Company)

14 1032—Rev. 5-69

EXHIBIT "A"

1. The term Seller as used herein shall refer to the party signing this contract as Seller or if said party has assigned this contract, any assignee of this contract. The term Motor Vehicle as used herein shall mean automobiles and all other vehicles used for transportation upon a highway propelled otherwise than by muscular power excepting such vehicles as run only upon rails and tracks. The term Buyer as used herein shall mean all persons jointly and severally who sign this contract as Buyers. The term Obligations as used herein shall include the purchase price owed hereunder together with any and all other indebtedness, liability, or obligations of Buyer to the Seller or any assignee of this contract, whether same be direct or contingent, due or to become due and whether now existing or hereafter arising. All notices required by law or by this agreement to be given Buyer shall be deemed given if the same are placed in the United States Mail, postage prepaid, and addressed to Buyer at the address listed on this agreement as the Buyer's address."

2. Until default Buyer may have possession of the Motor Vehicle and use the same in any lawful manner not inconsistent with this agreement. Buyer shall not sell or offer to sell or otherwise transfer or encumber the Motor Vehicle or any interest therein without the prior written consent of the Seller. Title to the Motor Vehicle and all equipment at any time added thereto, shall remain and vest in the Seller until all sums due and to become due hereunder, shall be fully paid in cash by the Buyer and the Buyer has performed all conditions hereunder. As evidence of such passage of title and upon discharge of all obligations under this contract by the Buyer, the Seller will deliver to Buyer upon Buyer's request the title papers executed in connection with said Motor Vehicle with proper evidence of satisfaction of contract, in accordance with applicable law.

Risk of loss of, injury to, or destruction of the Motor Vehicle shall be at all times in the Buyer, and the Buyer's obligation to pay the purchase price shall be in no way affected by such loss, injury or destruction.

3. Buyer warrants that the Car traded in, if any, is free from any lien, encumbrances, or other charge, and breach of said warranty shall be a breach of this contract.

4. Buyer, or one of them if there be more than one, shall forthwith apply for a Certificate of Title to said Motor Vehicle and in the application therefor, disclose the lien hereby created.

5. Buyer will immediately notify the Seller in writing of any change in address from that shown in this agreement and will also upon demand furnish to the Seller such further information and will execute and deliver to the Seller such financing statements and other papers and will do all such acts and things as the Seller may at any time or from time to time reasonably request or as may be necessary or appriopriate to establish and maintain a perfected security interest in the Motor Vehicle as security for the Obligations, subject to no prior liens or encumbrances.

6. The Buyer will keep the Motor Vehicle free from any adverse liens, security interest or encumbrances and in good order and repair, and not waste or destroy the Motor Vehicle or any part thereof and will not use the Motor Vehicle in violation of any applicable statute, ordinance or policy of insurance thereon. The Seller may examine and inspect the Motor Vehicle at any reasonable time or times wherever located.

7. Buyer will pay promptly when due all taxes and assessments upon the Motor Vehicle or for its use or operation or upon this agreement.

8. Buyer shall keep said Motor Vehicle insured against fire, theft, and collision for the full term of this contract for the dual protection of the Buyer and Seller or assignee to the extent of their interest in the Motor Vehicle. If insurance is supplied by Buyer, a policy containing a Loss Payable clause or endorsement shall be exhibited to Seller at the time this contract is executed. If Buyer has exercised the privilege of supplying insurance on the vehicle and such insurance be cancelled by the insurer or otherwise not kept in force for the entire term of this contract, Buyer must present a new policy, acceptable to Seller or assignee, not less than thirty-six (36) hours prior to termination of such original insurance. If dual interest insurance, whether procured by Buyer or Seller, be not supplied at the inception of this contract, or is subsequently cancelled, then Seller may, but is not obligated to, purchase a SINGLE INTEREST POLICY PROTECTING THE INTEREST OF SELLER ONLY, and Buyer shall pay the premium therefor to Seller on demand (or, if Seller permits, in equal instalments concurrently with the instalments of the unpaid balance then remaining payable hereunder) and until such full payment the amount of said premium unpaid shall constitute an additional part of the Obligation to be paid under this contract. Buyer hereby assigns to Seller, or assignee, all moneys payable by insurance companies (return premiums, claim payments, etc.) not in excess of the unpaid balance hereunder, with right in Seller to take all steps with respect thereto which Buyer might have taken save for this assignment and apply such funds in reduction of the unpaid balance outstanding on this contract if same are not used to buy replacement insurance. Buyer appoints Seller or assignee attorney-in-fact to endorse any draft.

9. No other extension of credit exists, or is to be made, in connection with this purchase. Seller is hereby authorized to correct any and all patent errors in the typewritten or handwritten portions of this contract.

10. It is agreed that the Seller signing this contract shall not be deemed to act as the agent of any holder or assignee in the making of this contract or for the collection of any monies due hereunder or for any other purpose.

11. Waiver of or acquiescence in any default by the Seller, shall not constitute waiver of any subsequent or other default, and all rights and remedies hereunder are cumulative and not alternative. TIME IS THE ESSENCE OF THIS CONTRACT.

12. Buyer authorizes Seller in its discretion to discharge taxes, liens or security interest or other encumbrances at any time levied or placed on the Motor Vehicle; to order and pay for the repair, maintenance and preservation thereof; and to pay any necessary filing or recording fees to the extent permitted by applicable law. Buyer agrees to reimburse the Seller on demand for any payment made or any expense incurred by the Seller pursuant to the foregoing authorization.

13. Default shall exist hereunder (1) if the Buyer shall default in payment of any instalment due hereunder or shall breach any covenant or agreement contained or referred to herein, (2) if any warranty, representation or statement made or furnished to the Seller by or on behalf of the Buyer in connection with this agreement proves to have been false in any material effect when made or furnished, (3) if the Buyer shall or shall attempt to (a) remove or allow removal of the vehicle from the county where the Buyer now resides, (b) sell, encumber or otherwise dispose of the vehicle or any interest therein, (c) hire out or let the vehicle (d) carry passengers in the vehicle for hire, (e) misuse or abuse the vehicle, or (f) use or allow the use of the vehicle in connection with any undertaking prohibited by law, (4) if bankruptcy or insolvency proceedings shall be instituted by or against the Buyer, (5) if the vehicle shall be attached, levied upon, seized in any legal proceedings, or held by virtue of any lien or distress, (6) if the Buyer shall make any assignment for the benefit of creditors, (7) if the Buyer shall fail to pay promptly all taxes and assessments upon the vehicle or the use thereof, (8) if the operator's license of the Buyer or the registration certificate issued for the vehicle shall be suspended or revoked, (9) if the Buyeer shall die, (10) if the vehicle is damaged or permitted to remain in a damaged condition for one month after the occurrence of accident causing said damage, (11) if the Buyer shall fail to keep the vehicle insured as hereinabove provided, (12) upon termination of Buyer's employment with Seller if Buyer be so presently employed.

In the event of default or the breach of any undertaking of or condition to be performed by the Buyer, Seller may (at its option) and without notice declare all instalments due hereunder to be immediately due and payable and Seller shall then have all the remedies and rights of a secured party under the Uniform Commercial Code or other applicable law, all of which shall be cumulative. In such event Buyer agrees upon demand to deliver the vehicle to the Seller, or the Seller may, with or without legal process, and with or without previous notice or demand for performance, enter any premises wherein the vehicle may be, and take possession of the same, together with anything therein.

Upon repossession the Seller may sell the vehicle in accordance with the requirements of applicable law whereupon the Buyer agrees to pay any deficiency on demand. At least five (5) days notice to Buyer of such sale shall constitute reasonable notice.

While removing the vehicle from point of repossession to Seller's place of storage, Seller may use Buyer's license plates.

Buyer agrees to send notice by registered mail to the Seller hereof within twenty-four (24) hours after repossession if Buyer claims any articles not included herein were contained in the property at the time of repossession, and agrees that failure to do so shall be a waiver of and bar to any subsequent claim therefor.

Should Buyer default in payment of any instalment and such default continue for a period of six days, Buyer agrees to pay a late charge of five per cent (5%) of the amount of instalment or instalments in default or the sum of Five Dollars ($5.00), whichever is lesser.

If this contract is placed with an attorney for collection, Buyer shall pay all costs of collection including reasonable attorney's fees.

14. All rights of Seller in, to and under this agreement and in and to the Motor Vehicle shall pass to and may be exercised by any assignees thereof. Buyer agrees that in the event of an assignment of this agreement and notice of such assignment to Buyer the liability of Buyer to holder for value of the assignment shall be immediate and absolute and not affected by any default of Seller; and that Buyer will not set up any claim or defense against Seller as a defense, counterclaim or set-off to any action for the unpaid balance owed under this agreement or for possession, brought by said holder.

TO: STATE NATIONAL BANK OF ALABAMA

(Check and sign applicable endorsement)

☐ **REPURCHASE AGREEMENT.** In consideration of your purchase of the within retail installment contract, undersigned, upon repossession of the automobile, will upon demand pay to you, the then unpaid balance, provided the automobile is tendered to undersigned within ninety (90) days after maturity of the earliest installment still wholly in default, all payments and adjustments, and all premium refunds having been applied for this purpose on the earliest installments due.

.....Signature of Dealer

By .....Title .....

Dated: ....., 19

☐ **LIMITED REPURCHASE.** If buyer fails to pay the first .....installments punctually under the

(Fill in No.)

contract, undersigned in consideration of the purchase of the within retail installment contract by you, will repurchase the automobile upon repossession and tender of title thereto and pay to you the unpaid balance of the purchase price.

.....Signature of Dealer

By .....Title .....

Dated: ....., 19

☐ **LIMITED AGREEMENT.** In the event of repossession of the automobile listed in this contract and a loss results therefrom, undersigned agrees to pay and indemnify you any part of or all of such loss up to an amount not to exceed $.....

.....Signature of Dealer

By .....Title .....

Dated: ....., 19

☐ **GUARANTEE.** Undersigned guarantees prompt and full payment of all sums due according to the tenor of the within contract, to the holder hereof, and, in event of default, authorizes any holder hereof to proceed in favor of the holder hereof and against the undersigned, for the full amount due including attorney's fees, and hereby waives presentment, demand, protest, notice of dishonor and any and all other notices or demand of whatever character to which the undersigned might otherwise be entitled. The undersigned further consents to any extension granted by any holder and waives notice thereof. The undersigned hereby acknowledges receipt of a true copy of this guarantee.

WITNESS my (our) hand(s) and seal(s) this.....

..... day of ....., 19

If more than one guarantor, obligation of each shall be joint and several.

.....Guarantor

.....Guarantor

(1)

CASE NO. 10,163

* * * * * * * * * * * * * * * * *

ZELKE DODGE, INCORPORATED,
an Alabama Corporation,

Plaintiff

-VS-

CARL B. GIBBONS,

Defendant

* * * * * * * * * * * * * * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

FILED
AT LAW JAN 21 1972

DEC 22 1971 TAYLOR WILKINS SHERIFF

* * * * * * * * * * * * * * * * *

EUNICE B. BLACKMON CIRCUIT
ATTORNEY FOR PLAINTIFF

KENNETH COOPER
Post Office Box 1000
Bay Minette, Alabama 36507

DEC 22 1971

TAYLOR SHERIFF

Serve Defendant at:

1 Dickman Road
Bay Minette, Ala.

Sheriff claims _____ miles at
Ten Cents per mile Total $ _____
TAYLOR WILKINS, Sheriff
BY _____ DEPUTY SHERIFF

Not found in this County
Zelkel

Received this 21 day of Dec. 1971
and on 26 day of Jan. 1972
I served a copy of the within Affidavit
on Carl B. Gibbons

By service on _____

TAYLOR WILKINS, Sheriff
By W. C. Zelkel D.S.

Ef 1-26-72

ZELKE DODGE, INCORPORATED, an Alabama Corporation, Plaintiff	)	IN THE CIRCUIT COURT OF
-VS-	)	BALDWIN COUNTY, ALABAMA
CARL B. GIBBONS, Defendant	)	AT LAW
	)	CASE NO. 10,163

REQUEST FOR DISCOVERY OF ASSETS

TO EUNICE B. BLACKMON, CLERK OF SAID COURT:

The Plaintiff herein having recovered on the twenty-nineth day of February, 1972, a judgment against the defendant in the above-styled cause for the sum of One Thousand Four Hundred Twenty-one and No/100 ($1,421.00) Dollars and costs and such 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 the Court will issue a notice to the said Carl B. Gibbons requiring him to file in this Honorable Court within thirty days from the service of such notice, a statement in writing under oath of all the assets of the said Carl B. Gibbons, including money, choses in action, notes, bonds and accounts and all other property, real, personal or mixed, or any interest therein, with a detailed description of the same, the location and a reasonable value of each item thereof, together with a detailed statement of any and all liens, mortgages, or encumbrances thereon, showing the amounts due upon each, and the owner or holder of such liens, encumbrances or mortgages.

The said Carl B. Gibbons resides at Bryant's Trailer Park, Bay Minette, Alabama.

Dated this fifteenth day of January, 1973.

Kenneth Cooper
ATTORNEY FOR PLAINTIFF

COUNSEL FOR PLAINTIFF:
Kenneth Cooper
Post Office Box 1000
Bay Minette, Alabama 36507
Phone (205) 937-7412

FILED
JAN 17 1973
EUNICE B. BLACKMON CIRCUIT CLERK

ZELKE DODGE, INCORPORATED, an Alabama Corporation, Plaintiff	)	IN THE CIRCUIT COURT OF
-VS-	)	BALDWIN COUNTY, ALABAMA
CARL B. GIBBONS, Defendant	)	AT LAW
	)	CASE NO. 10,163

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The said Carl B. Gibbons resides at Bryant's Trailer Park, Bay Minette, Alabama.

Dated this fifteenth day of January, 1973.

Kenneth Cooper
ATTORNEY FOR PLAINTIFF

COUNSEL FOR PLAINTIFF:
Kenneth Cooper
Post Office Box 1000
Bay Minette, Alabama 36507
Phone (205) 937-7412

DISCOVERY NOTICE FOR ASSETS OF JUDGEMENT DEBTOR

TO: CARL B. GIBBONS

TAKE NOTICE, WHEREAS, THE PLAINTIFF HEREIN HAS REQUESTED IN WRITING, THE UNDERSIGNED, AS CLERK OF THIS COURT, TO ISSUE NOTICE TO YOU AS DEFENDANT HEREIN, REQUIRING YOU TO FILE A STATEMENT, IN WRITING, UNDER OATH OF ALL YOUR ASSETS, AS PROVIDED IN TITLE 7, SECTION 903, ALABAMA CODE 1940, AS AMENDED AND IT APPEARING FROM THE SAID REQUEST AND THE RECORD IN THE SAID CAUSE THAT AN EXECUTION WAS RETURNED ON THE JUDGEMENT IN THIS CAUSE ON THE 6th DAY OF June, 1972, ENDORSED "NO PROPERTY FOUND" BY THE SHERIFF OF BALDWIN COUNTY, AND THAT YOU RESIDE IN THE STATE OF ALABAMA.

NOW THEREFORE YOU THE SAID CARL B. GIBBONS ARE HEREBY REQUIRED, WITHIN 30 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 DETAILED DESCRIPTION OF THE SAME, THE LOCATION AND REASONABLE VALUE OF EACH ITEM THEREOF, TOGETHER WITH A DETAILED LIST OF STATEMENTS, OR ANY AND ALL LIENS, MORTGAGES OR ENCUMBRANCES THEREON.

WITNESS MY HAND THIS THE 17th DAY OF January, 1973.

Ernie B. Blackmon
CLERK

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SERVE THE FOLLOWING NOTICE UPON THE ABOVE NAMED CARK B. GIBBONS AND MAKE DUE RETURN OF YOUR SAID SERVICE AND OF THIS NOTICE.

Ernie B. Blackmon
CLERK

n.f.

Received 20 day of Jan. 19 73
and on day of 19
I served a copy of the within Not. Deliver.
on Carl B. Gibbons

By service on
Returned day of 19 73
Not Found in my county after diligent search and inquiry.
TAYLOR WILKINS, Sheriff
By Taylor Wilkins, Sheriff

Returned 20 day of Jan. 19 73
Not found in my county after diligent search and inquiry.
Sheriff claims
Ten Cents per mile Total $
TAYLOR WILKINS, Sheriff
By Taylor Wilkins, Sheriff
Deputy Sheriff

March 19, 1973
Not Found at this address Talbert

CASE #10,163

ZELKE DODGE INCORPORATED AN ALABAMA CORP.

VS:

CARL B. GIBBONS

RECEIVED
FEB 20 1973
TAYLOR WILKINS
SHERIFF

Notice For Discovery of Assets

RECEIVED
JAN 17 1973
TAYLOR WILKINS
SHERIFF

Deft. Address: Bryants Trailer Park
Bay Minette, Alabama

FILED

JAN 17 1973

EUNICE B. BLACKMON CIRCUIT CLERK

Kenneth Cooper,
Attorney for Plaintiff

DISCOVERY NOTICE FOR ASSETS OF JUDGEMENT DEBTOR

TO: CARL B. GIBBONS

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WITNESS MY HAND THIS THE 17th DAY OF January, 1973.

Ernie B. Blackmon
CLERK

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SERVE THE FOLLOWING NOTICE UPON THE ABOVE NAMED CARK B. GIBBONS AND MAKE DUE RETURN OF YOUR SAID SERVICE AND OF THIS NOTICE.

Ernie B. Blackmon
CLERK

CASE #10,163

ZELKE DODGE INCORPORATED AN ALABAMA CORP.

VS:

CARL B. GIBBONS

Notice For Discovery of Assets

Deft. Address: Bryants Trailer Park
Bay Minette, Alabama

Kenneth Cooper, Attorney for Plaintiff