

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Rudolph A. Taylor, to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of Kabco, Inc., a corporation.

Witness my hand this 2 day of Feb, 1972.

Eunice B. Blackmon
Clerk

KABCO, INC.,
a corporation,

Plaintiff,

vs.

RUDOLPH A. TAYLOR,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

10,219

COUNT ONE

The Plaintiff claims of the Defendant the sum of Four Thousand Seven Hundred Dollars (\$4,700.00) due by Promissory Note made by him on the 30th day of December, 1964 and payable on the 10th day of April, 1970, together with interest thereon, which said Promissory Note was made to the order of First National Mortgage Company, a Corporation, and assigned to the Plaintiff in March, 1967.

FILED

CHASON, STONE & CHASON

FEB 2 1972

EUNICE B. BLACKMON CIRCUIT

Defendant may be served at:

81 East Ninth Street

Bay Minette, Alabama

By:

John Earle Chason

I accept service for the defendant,
Rudolph A. Taylor on 2 Feb 72 - [Signature]
His attorney

10,219 Red to
Accept service.

KABCO, INC., a corporation,

Plaintiff,

vs.

RUDOLPH A. TAYLOR,

Defendant.

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

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SUMMONS AND COMPLAINT

* * * * *

FILED

FEB 2 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

CHASON, STONE & CHASON
ATTORNEYS AT LAW
P. O. Box 120
BAY MINETTE, ALABAMA

KABCO, INC., a corporation,

PLAINTIFF

VS

RUDOLPH A. TAYLOR

DEFENDANT

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO: 10,219

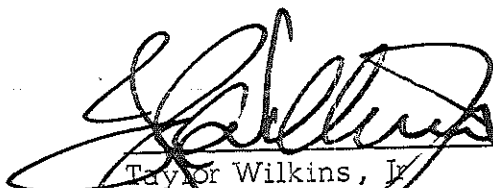
ANSWER

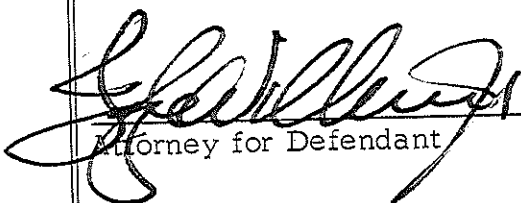
The Defendant, for answer to the complaint, in the above styled cause, saith as follows:

1. Not guilty.
2. That he has paid the debt, for the recovery of which this suit was brought, before the action was commenced.
3. That the Defendant executed the promissory note, made the basis of this suit, to secure the purchase of One Thousand (1000) shares of Triple A stock at Four and 50/100 (\$4.50) Dollars per share, which stock was issued to the Defendant, and thereafter subsequently surrendered by him to Kabco, Inc., in consideration for the issuance of Two Thousand (2000) shares of stock in Federated Investment, Incorporated, which stock was again, subsequently surrendered by the Defendant to the Plaintiff, at the request of the Plaintiff, and the Plaintiff and its agents represented to the Defendant, that the surrender of the stock in Federated Investment to the Plaintiff was in full payment and satisfaction of the balance due on said promissory note.

FURNESS B. BLACKMON
CIRCUIT CLERK

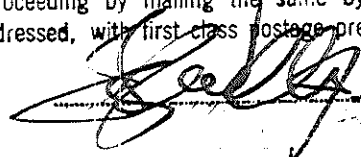
Defendant respectfully demands a trial of this cause by a jury.


Taylor Wilkins, Jr.
Attorney for Defendant


Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 27 day of Feb 1972 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, with first class postage prepaid.



FILED

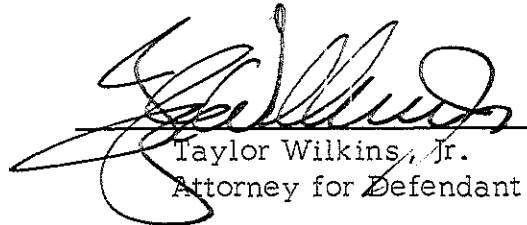
FEB 29 1972

KABCO, INC., a corporation	(IN THE CIRCUIT COURT OF
Plaintiff	(BALDWIN COUNTY, ALABAMA
VS	(AT LAW
RUDOLPH A. TAYLOR	(
Defendant	(CASE NO: 10, 219

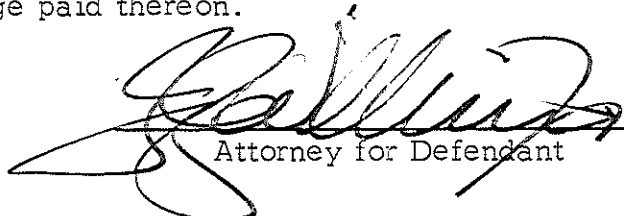
AMENDED ANSWER

Comes now the Defendant, Rudolph A. Taylor, in the above styled cause and amends his answer heretofore as follows:

1. Not guilty
2. That he has paid the debt, for the recovery of which this suit was brought, before the action was commenced.
3. That the Defendant executed the promissory note, made the basis of this suit, to secure the purchase of One Thousand (1000) shares of Tripple A Stock at FOUR AND 50/100 (\$4.50) DOLLARS per share, which stock was issued to the Defendant, and thereafter subsequently transferred and assigned by him to Kabco, Inc., in consideration for the issuance of Two Thousand (2000) shares of stock in Federated Investment, Incorporated, which stock was agains, subsequently transferred and assigned by the Defendant to the Plaintiff, at the request of the Plaintiff, and the Plaintiff and its agents represented to the Defendant, that the transfer and assignment of the stock in Federated Investment to the Plaintiff was in full payment and satisfaction of the balance due on said promissory note.


 Taylor Wilkins, Jr.
 Attorney for Defendant

I, the undersigned, Taylor Wilkins, Jr., do hereby certify that I have on this 7th day of February, 1973, forwarded a true and exact copy of the foregoing amended answer to Mr. John E. Chason, Attorney at Law, Bay Minette, Alabama, by mailing the same in the United States Post Office, properly addressed, with first class postage paid thereon.


 Attorney for Defendant

FILED
 FEB 13 1973
 EUNICE B. BLACKMON CIRCUIT CLERK

KABCO, INC., a corporation,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
RUDOLPH A. TAYLOR,	X	AT LAW NO. 10,219
Defendant.	X	

DEMURRER

Comes now the Plaintiff in the above styled cause, by and through its attorneys of record, and demurs to Plea 3 as contained in the Answer heretofore filed in said cause and shows unto the Court the following separate and several grounds in support thereof:

1. That said Plea is vague, indefinite and uncertain.
2. That said Plea fails to inform the Plaintiff of the agents allegedly making representations to the Defendant.
3. That said Plea fails to allege whether such representations were written or oral.
4. That said Plea fails to allege that the stock referred to has been assigned or endorsed to the Plaintiff or any other party.
5. That said Plea fails to allege that the stock referred to is not now the property of the Defendant.

CHASON, STONE & CHASON

By: John E. Chason
Attorneys for Plaintiff

*I certify that I have
personally delivered copy
to Taylor D. Williams Jr.
1/15/73 John E. Chason*

FILED

JAN 15 1973

EUNICE B. BLACKMON CIRCUIT CLERK

KABCO, INC., a corporation,	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
RUDOLPH A. TAYLOR	X	AT LAW CASE NO. 10,219
Defendant.	X	

REPLICATION TO PLEA

Comes now the Plaintiff in the above styled cause by and through its attorney of record and for replication to Plea "3" heretofore filed by the Defendant says as follows:

1. The Plaintiff denies the assignment by the Defendant to the Plaintiff of any stock in payment of the note sued upon in this case.

2. The Plaintiff has no knowledge of any representation by itself or its agents made to the Defendant with respect to the acceptance of the assignment of the stock referred to in Plea "3" and the Plaintiff further says that if any agent of the Plaintiff made such representation that it was made without authority and is therefore void and unenforceable.

CHASON, STONE & CHASON

By: _____

John Earle Chason

Copy personally handed Atty for Defendant 4/11/73

Filed - 4-11-73

*Ernie B. Blackman
Circuit Clerk*

JEC

KABCO, INC.,	X	
a corporation,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
RUDOLPH A. TAYLOR,	X	AT LAW NO: <u>10,219</u>
Defendant.	X	

SETTLEMENT AGREEMENT

This day came the parties in the above styled cause and make and enter into this Agreement for the purpose of settling said cause and all rights, causes of action, liabilities and duties existing thereunder;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, the parties do each hereby agree as follows:

1. A consent judgment in the above styled cause will be taken in favor of the Plaintiff and against the Defendant in the amount of Twelve Hundred Dollars (\$1200.00).

2. The Defendant will deliver to the Plaintiff Certificates of Stock in Federated Investments, Inc. representing 2,832 shares of stock in said company, which said Certificates will be endorsed in blank by the Defendant, said stock now standing in the name of the Defendant on the books of said corporation.

3. The Plaintiff agrees that so long as the Defendant shall pay the sum of Fifty Dollars (\$50.00) per month on the judgment commencing on September 30, 1973 *RAA* *R.A.T.* ~~within ten (10) days from the date hereof~~ and on or before the same day of each month thereafter until the full amount of the judgment with interest thereon at the rate of six percent (6%) per annum is paid, that it will not cause garnishment to be instituted against the Defendant in any Court, however, on default in the making of any installment, the Plaintiff

shall be authorized to immediately institute garnishment proceedings against any employer of the Defendant for the collection of the balance due on said judgment with interest at said time.

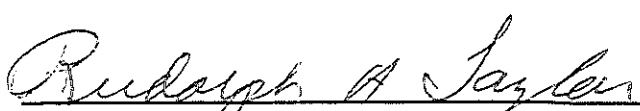
4. It is agreed that this settlement shall constitute a complete discharge and release of any and all indebtedness or liability owing to the Plaintiff, Kabco, Inc., or Federated Investments, Inc., or any other subsidiary thereof, secured by any Promissory Note or other instrument heretofore executed by Rudolph A. Taylor, Defendant.

WITNESS our hands this 15th day of July, 1973.

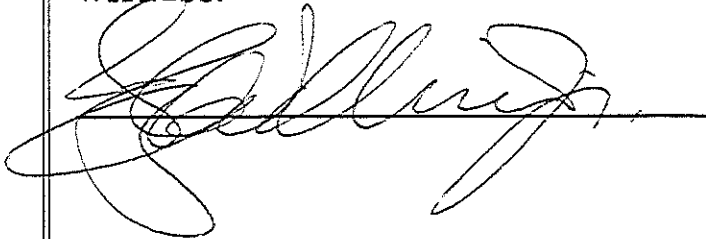
KABCO, INC., a Corporation, Plaintiff

BY: 

As Its President


Rudolph A. Taylor, Defendant

WITNESS:



Redondo
Ewice