

WRIGHT DISCOUNT CORPORATION,
a corporation,

Plaintiff

vs.

ANDREW EVANS,

Defendant

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

)


)

)

CASE NO. 10,561

C O M P L A I N T

The plaintiff claims of the defendant the sum of SIX HUNDRED THIRTY-THREE AND 30/100 DOLLARS (\$633.30) due by promissory note made by him on, to-wit, the 29th day of April, 1972, and payable on, to-wit, the 6th day of June, 1972, with interest thereon and the plaintiff avers that in said note and as a part of the consideration thereof, the defendant has expressly waived his rights to claim as exempt personal property under the constitution and laws of the State of Alabama and any other state, and the plaintiff further avers that in said note and as a part of the consideration thereof the defendant has agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff hereby claims the further sum of NINETY-FOUR AND 95/100 DOLLARS (\$94.95) as such attorney's fee.



DANIEL A. BENTON, Attorney for Plaintiff

This Instrument Was
Prepared By
NIEL A. BENTON
Attorney At Law
Box 471
Fairhope, Ala. 36532

Defendant can be served at
his residence at
Star Route
Box 317
Stockton, Alabama

FILED

AUG 23 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

AFFIDAVIT

STATE OF ALABAMA

COUNTY OF MOBILE

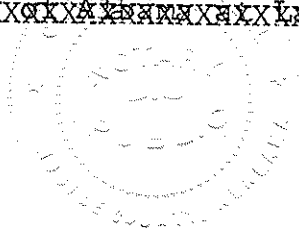
Before me, the undersigned authority, personally appeared J. D. WRIGHT who, known to me and being by me first duly sworn, deposes on oath and says that he is the duly authorized representative of WRIGHT DISCOUNT CORPORATION, Plaintiff in the attached lawsuit; that to the best of his knowledge, information and belief, the contract which is the basis of said lawsuit was executed pursuant to the provisions of Act No. 2052 of the Legislature of the State of Alabama, 1971, and that there have been no violations of said Act; and that the Defendant (s) in said lawsuit is a non-resident of Mobile County, Alabama.

J. D. Wright

SWORN TO AND SUBSCRIBED BEFORE ME

ON THIS 31st DAY OF July, 1972.

Cottrell Campbell
Notary Public, ~~State of Alabama~~ Large



SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 14,561

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonANDREW EVANS.....

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.....

.....ANDREW EVANS..... Defendant.....

by

.....WRIGHT DISCOUNT CORPORATION, a corporation..... Plaintiff.....

Witness my hand this.....23..... day of.....August..... 19.72

.....Eugene B. Blackman Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

WRIGHT DISCOUNT CORPORATION,

a corporation

Plaintiffs

vs.

ANDREW EVANS

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

AUG 23 1972

Clerk

EUNICE B. BLACKMON CIRCUIT CLERK

RICKARBY & BENTON
Fairhope, Alabama

RECEIVED

AUG 23 1972 Plaintiff's Attorney

TAYLOR WILKINS
Defendant's Attorney

Defendant lives at

Star Route Box 317
Stockton, Alabama

Received In Office

..... 19.....

..... Sheriff

I have executed this summons

this Aug-28 1972
by leaving a copy with

Andrew Evans

Sheriff claims 20 miles in

Ten Cents per mile Total \$2.00

TAYLOR WILKINS, Sheriff

BY T. G. Zeller DEPUTY SHERIFF

TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVING PROCESS(ES) AND

TRAVEL EXPENSE ON EACH OF \$.....

PROCESS(ES) OR A TOTAL OF \$.....

Taylor Wilkins Sheriff

T. G. Zeller Deputy Sheriff

Stockton

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2308

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
516 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

October 13, 1972

Mrs. Eunice Blackmon
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Re: Wright Discount Corporation
v. Andrew Evans
Case No. 10,561, at Law

Dear Mrs. Blackmon:

Please take the enclosed letter, promissory note, the proper
file and docket sheet to the Judge for his action.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2508

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

October 13, 1972

Honorable Telfair J. Mashburn
Judge of the Circuit Court
Bay Minette, Alabama 36507

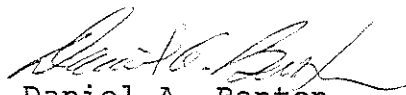
Re: Wright Discount Corporation
v. Andrew Evans
Case No. 10,561, at Law

Dear Judge Mashburn:

We request judgment by default in the above-styled matter for \$696.60 which constitutes \$633.30 due by promissory note and a 10% attorney's fee.

This case is submitted on the original complaint, promissory note as hereto attached. The defendant was personally served on August 28, 1972.

Respectfully submitted,


Daniel A. Benton

DAB:w
Enc.

WRIGHT DISCOUNT CORPORATION

CONDITIONAL SALES CONTRACT - ORIGINAL

The undersigned seller hereby sells, and the undersigned purchaser(s) jointly and severally having been offered a lower price for cash, hereby elect(s) to and do(es) purchase for the time price and subject to the terms and conditions hereinafter set forth, the following property delivery and acceptance of which in its present condition as is and how is, after thorough examination, is hereby acknowledged by purchaser(s), viz:

NEW OR USED	YEAR AND MAKE	NO. CYL.	SERIES NAME OR NO.	BODY TYPE & MODEL NO.	SERIAL NO.	MOTOR NO.	LICENSE NO.
CAR USED	1968 Volkswagon			2/dr	318110414		2-84463 (72-Ala)

For a Total Time Price of \$ 799.80
 Paid in Cash and/or Trade-in on or before Delivery \$ 150.00
 Leaving a Deferred Time Balance of \$ 649.80
 which time balance, evidences by note of even date herewith, is payable to order of seller in 38@ weekly installment(s) of \$ 16.50
 each, with a final installment of \$ 22.80 the first installment commencing 5/6/ 1972, and the remaining installments becoming due monthly on the same day of each successive month thereafter, until fully matured; with interest on installments after maturity at 6% per annum, and the undersigned agreeing to pay all expenses, charges and costs in making or attempting to make collections, including a reasonable attorney's fee for collection and/or enforcement of this contract and said note.

- The above article(s) will be generally kept at No. Star Route Box 317 (St. or Ave. or R.F.D. & Box) Stockton (City), Ala. (State).
 and is all and the only property of like kind, character and description of the undersigned purchaser located at said address.
- Title to said property shall not pass to the purchaser until said amount is fully paid in cash.
- No transfer, renewal extension or assignment of this contract or any interest hereunder or loss, injury or destruction of said property shall release the purchaser from any obligation hereunder; and any assignee shall be entitled to all the rights of the seller and to exercise all rights, elections and discretion granted under this contract to seller; and the undersigned represents to any assignee of said contract or endorsee of said note that said instruments are each and both genuine, legal, valid and enforceable obligations, and owing for the amount shown therein; and when this contract is assigned and/or said note negotiated same shall be free from defense, counterclaim or cross-complaint by purchaser.
- This contract covers all agreements between the parties and no warranties, express or implied, representation, promises or statements have been made by the seller unless entered or endorsed hereon in writing, and none of same shall be binding upon seller or any assignee unless so entered; none of the agents of said seller have authority to act contrary to this provision. Neither the Seller nor any assignee shall be liable for consequential damage due to mechanical failure.
- Time is of the essence of this contract, and if purchaser defaults in complying with any of the terms hereof, or the seller deems the property in danger of misuse, loss, secretion or confiscation, the full amount hereunder shall be immediately due and payable, and in such events, or either of them the seller or any sheriff or other officer of the law may take immediate possession of said property without demand, (possession after default being unlawful), and for this purpose the seller may enter upon the premises where said property may be and remove same. The seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to the purchaser. (If given, notice by mail to purchaser's last known address being sufficient), with or without having such property at the place of sale, and upon such terms and in such manner as the seller may determine; the seller may bid at any public sale. From the proceeds of any such sale, seller shall deduct all expenses for retaking, repairing, storing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due; any surplus shall be paid over to the purchaser; in case of deficiency the purchaser shall pay the same with interest.
- Purchaser hereby agrees to keep the property herein described insured from all loss or casualty, including fire, theft, collision and other forms of destruction or damage, in amount satisfactory to the seller, and with companies approved to do business in the State of Alabama. Seller, at its option, may, in the event the purchaser fails or refuses to obtain such insurance, insure said property and charge it to the account of the purchaser, but under no circumstances or in any event shall the Seller be obligated or required to purchase, keep or maintain such insurance, and it is further understood and agreed that Purchaser herein has not supplied or paid any sums or funds in advance for the purchase or acquisition of any such insurance, nor is the cost of such insurance included in the purchase price. The proceeds of any insurance on said property, whether paid by reason of loss, injury, return premium or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of Seller.
- The seller shall have the right to enforce one or more remedies hereunder, successively or concurrently, all rights being cumulative and not alternative. Purchaser hereby waives the right to remove any legal action from the court originally acquiring jurisdiction and agrees for suit to be brought hereon in any county in the state wherein the holder may elect to sue, and waives all homestead and other property exemption laws. Any provision of this contract or note prohibited by law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of same.
- This contract shall bind and inure to the heirs, executors, administrators, successors and assigns of all parties hereto. The term Seller shall include persons or parties to whom Seller's title and rights under this contract may be assigned. Wherever necessary herein, the singular number shall apply to the plural, and likewise the plural to the singular.
- The note referred to in this contract is a negotiable instrument, separated and apart from this contract, even though at the time of execution it may be temporarily attached hereto by perforation or otherwise.
- The reading of this contract and its correctness are hereby acknowledged and verified by purchaser(s).

Executed under our hands and seals, at Mobile (Place), Ala this 29 day of April, 1972

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

 Witness to Purchaser's Signature

 Witness to Seller's Signature

SIGN IN INK

 Purchaser's Signature

 Purchaser's Signature

 Seller's Signature
 By Rodolf E. Evers Title Manager
 Signature of Owner Partner or Officer

INSTALLMENT NOTE

\$ 649.80 No. _____
Mobile (City), Ala (State) April 29, 1972 (Date)
 For value received, the undersigned jointly and severally promise(s) to pay to the order of Wright Discount Corporation
 the sum of Six Hundred and Forty-Nine and 80/100 Dollars (\$ 649.80)
 at the office of payee in the City and State named above, or at such other place as the holder may designate, in 38@ weekly installments of \$ 16.50
 each, with a final installment of \$ 22.80 the first installment commencing 5/6/ 1972, and the remaining installments becoming due monthly on the same day of each successive month thereafter, until fully matured; with interest on installments after maturity at 6% per annum.
 If any installment of this note is not paid when due, the full amount shall become immediately due and payable.

The makers, endorsers, guarantors and all obligors, hereby severally waive demand, presentment for payment, protest, and notice of protest and non-payment or dishonor of this note and all defenses by reason of any extension of time of its payment that may be given by the holder or holders to any of them and also notice of the sale of any security for the payment hereof; and, where and to the extent that such waiver is permitted by law, all benefits of valuation, appraisal, homestead and other exemption laws, including stay of execution and condemnation, and the right to remove any legal action from the court originally acquiring jurisdiction and agree for suits to be brought hereon in the county in the state wherein the holder may elect to sue. The undersigned and all said obligors hereunder, and each of them, hereby further agree that, if this note is not paid according to its terms, I, we, or either of us, will pay all expense of collection to the holder hereof and in addition, if placed in the hands of an attorney for collection, will pay a reasonable attorney's fee. Given under the hand and seal of undersigned.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

 (Seal)

 (Seal)

10, 561 1/2

THE STATE OF ALABAMA
Baldwin County

Circuit Court

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State

aforesaid DANIEL A. BENTON

who being duly sworn, on oath says, that a regular Term

of the Circuit Court of Baldwin County, to-wit: on the 17th day of October

1972, WRIGHT DISCOUNT CORPORATION, a corporation

recovered a judgment against ANDREW EVANS

..... for the sum of

SIX HUNDRED NINETY-SIX AND 60/100 Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

BACON-McMILLAN COMPANY, INC., a corporation

supposed to be indebted to or have effects of the said ANDREW EVANS

in its possession, or under its Control, and that he believes process of

Garnishment against said BACON-McMILLAN COMPANY, INC., a corporation

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 21st

day of May A. D. 1973

Alice J. Duck

Clerk.

[Signature]

NO. ...10,561 ^{1/2}...

Circuit Court

WRIGHT DISCOUNT CORPORATION,
a corporation.....

vs.

ANDREW EVANS.....

AFFIDAVIT
GARNISHMENT ON JUDGMENT

Filed this day of
....., 19.....

.....
Clerk.

MOORE PRINTING CO. - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

TO ANDREW EVANS....., Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

WRIGHT DISCOUNT CORPORATION, a corporation....., Plaintiff.....versus ANDREW EVANS....., Defendant.....

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

BACON-McMILLAN COMPANY, INC., a corporation.....

has... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the

21st day of May, 1973.Ernie B. Blackmon
Clerk of the Circuit Court.

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

**CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA**

TO

.....
.....
WRIGHT DISCOUNT CORPORATION,.....
a corporation.....

Plaintiff.....

VS.

ANDREW EVANS.....
.....
.....
.....

Defendant.....

STATE OF ALABAMA

Baldwin County

TOANDREW EVANS....., Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

.....WRIGHT DISCOUNT CORPORATION, a corporation....., Plaintiff.....,

versusANDREW EVANS....., Defendant.....,

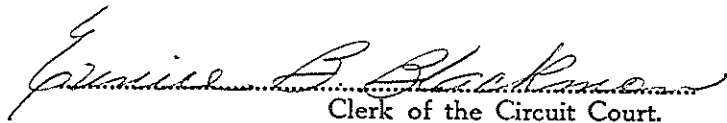
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

.....BACON-McMILLAN COMPANY, INC., a corporation.....

has... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the

21st day of May, 1923


Clerk of the Circuit Court.

Returned by day of May 1913
not found in my county after diligent search and in-
quiry.

Taylor Wilkins, Sheriff
By W.A. Solbert
Deputy Sheriff

County of _____ State of _____

Don Cents per mille Total \$.00

TAYLOR WILKINS, Sheriff

By Solbert
Deputy Sheriff

WF 528-13

Received 23 day of May 1913
and on _____ day of _____ 19____

I served a copy of the within _____
Notice
On _____

By service on _____

TAYLOR WILKINS, Sheriff

By _____ D. S.

Not found at address

105611/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

WRIGHT DISCOUNT CORPORATION,

a corporation

Plaintiff

VS.

ANDREW EVANS

Defendant

David O. Barber

BACON McMILLAN

VENEER MANUFACTURING COMPANY

Veneers and Plywood
Cativo and Gum

STOCKTON, ALABAMA

May 25, 1973

TELEPHONE: BAY MINETTE 937-2021

10,561 1/2

Mrs. Eunice B. Blackmon
Court House Square
Bay Minette, Alabama 36507

Dear Mrs. Blackmon:

Attached is the Garnishment of Judgement against Andrew Evans. Mr. Evans has not worked here since September 1, 1972. Therefore, we are unable to carry out this order. Mr. Evans left no forwarding address of employment.

Sincerely,



Jackie B. Woodson
Secretary

FILED

MAY 28 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

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

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19..... of the Circuit Court of Baldwin County, to-wit: On the17th... day ofOctober....., 19.72., being a regular day of said term,WRIGHT DISCOUNT CORPORATION, a corporation.....

recovered judgment againstANDREW EVANS.....

for the sum ofSIX HUNDRED NINETY-SIX AND 60/100- - - Dollars, and cost of suit, and affidavit having been made byDANIEL A. BENTON..... that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

.....BACON-McMILLAN COMPANY, INC., a corporation.....

has or is believed to have inits..... possession, or underits..... control money or effects belonging to said defendant or thatit..... is, or is believed to be indebted to said defendant or to be liable to them, or to one of them on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon

.....BACON-McMILLAN COMPANY, INC., a corporation.....

to file an answer in duplicate to the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, within 30 days from the service of the garnishment, or at the making ...its..... answer, or at any time intervening the time of serving the garnishment, and making the answerit..... was indebted to said defendant and whetherit..... will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existingit..... is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whetherit..... has not inits..... possession or underits..... control money or effects belonging to the defendant

Herein fail not, and have you then and there this Writ.
Eunice B. Blackmon, Clerk

Witness, ~~A. B. Blackmon~~, Clerk of said Court, this1st... day ofMay... A. D., 19.....

Issued1st... day ofMay... A. D., 1972

ATTEST:

.....Eunice B. Blackmon..... Clerk.

March 23
Sept
9-1-72

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY
..... TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the17th... day ofOctober....., 19.72., being a regular day of said term,WRIGHT DISCOUNT CORPORATION, a corporation.....

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.....BACON-McMILLAN COMPANY, INC., a corporation.....

has or is believed to have inits..... possession, or underits..... control money or effects belonging to said defendant or thatit..... is, or is believed to be indebted to said defendant or to be liable to them, or to one of them on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon

.....BACON-McMILLAN COMPANY, INC., a corporation.....

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Herein fail not, and have you then and there this Writ.

Eunice B. Blackmon, Clerk

Witness, ~~ATTEST~~ Clerk of said Court, this.....21st..... day ofMay..... A. D., 1923

Issued21st..... day ofMay..... A. D., 1923

ATTEST:

Eunice B. Blackmon Clerk.

Received 23 day of May 1973
and on 25 day of May 1973
I served a copy of the within Wright
on Bacon-McMillan
at Ca. M. Norman McMillan
Taylor Wilkins Sheriff
W. A. Benton
Fairhope

22 day of May 1973
Dan Cotts per file 104-27-20
TAYLOR WILKINS Sheriff
Dickert

CIRCUIT COURT, BALDWIN COUNTY

No. 10,561

WRIGHT DISCOUNT CORPORATION,
a corporation

VS. }

GARNISHMENT ON JUDGMENT

ANDREW EVANS

BACON-McMILLAN COMPANY, INC.,
a corporation

Garnishee

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

MAY 23 1973

TAYLOR WILKINS
SHERIFF

DANIEL A. BENTON
Fairhope, Alabama

Attorney

Received 23 day of May 1973
and on 25 day of May 1973
I served a copy of this writ with
on Bacon-McMillan

Ca Mr. Norman McInnis

TAYLOR WILKINS
W. A. Wilkins
Shreveport

22 Don Cents per mile from 27.00
TAYLOR WILKINS
D. B. Burt

CIRCUIT COURT, BALDWIN COUNTY

No. 10,561

WRIGHT DISCOUNT CORPORATION,
a corporation

VS.

GARNISHMENT ON JUDGMENT

ANDREW EVANS

BACON-McMILLAN COMPANY, INC.,
a corporation
Garnishee

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

RECEIVED

MAY 28 1973

TAYLOR WILKINS
SHERIFF

DANIEL A. BENTON
Fairhope, Alabama

Attorney