

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 the 2nd day of January, 1973, being a regular day of said term, David Daniels d/b/a D & D Septic Tank

recovered judgment against Doug Lewis

for the sum of Eight Hundred Seven & 20/100- - - - - Dollars, and cost of suit, and affidavit having been made by C. LeNoir Thompson that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

First National Bank of Bay Minette, A Banking Corporation

has or is believed to have in its possession, or under its control money or effects belonging to said defendant Doug Lewis or that it 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 First National Bank of Bay Minette, A Banking 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 answer, or at any time intervening the time of serving the garnishment, and making the answer was indebted to said defendant and whether will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing it 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 whether it has not in its possession or under its control money or effects belonging to the defendant Doug Lewis

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

Eunice B. Blackmon

Witness, ALICE J. BUCK, Clerk of said Court, this 19 day of Feb, A. D., 1973

Issued 19 day of Feb, A. D., 1973

ATTEST:

Eunice B. Blackmon, Clerk.

CIRCUIT COURT, BALDWIN COUNTY

No.

10,674 1/2

David Daniels, d/b/a
D & D Septic Tanks

GARNISHMENT ON JUDGMENT

VS.

Doug. Lewis

Issued

19

day of

Feb.

1973

Returnable

day of

19

A. S. Thompson

Attorney

Moore Printing Company, Bay Minette, Alabama

Received

20

day of

Feb.

1973

and on

21

day of

Feb.

1973

I served a copy of the within

Writ

on

1973 Mr. B. R. Ray White

By service on

Allen Vandewater

TAYLOR WILKINS, Sheriff

By

W. A. Zeller

Sheriff's Office

Files of

Total number of files Total \$

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

FEB 19 1973

TAYLOR WILKINS

Sheriff

RECEIVED

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 John Malcolm Davis, 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 United Financing Company of Bay Minette, a corporation.

Witness my hand this 2nd day of November, 1972.

Eunice B. Blackmon
Clerk

UNITED FINANCING COMPANY
OF BAY MINETTE, A
Corporation

Plaintiff

vs.

JOHN MALCOLM DAVIS,

Defendant.

X

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW CASE NO. 10,675

COUNT ONE

The Plaintiff claims of the Defendant the sum of Two Hundred Seven Dollars and Forty Three Cents (\$207.43), due by Promissory Note now owned by the Plaintiff made by the Defendant on to-wit: the 27th day of July, 1971 and payable on to-wit: the 27th day of July, 1972, together with interest thereon at the rate of eight per-cent (8%) per annum from July 27th, 1972 as provided in said note.

70-650

The Plaintiff further alleges that in any by the terms of said Promissory Note the Defendant agreed to pay all costs of collecting or securing or attempting to collect or secure said note, including a reasonable attorneys fee and the Plaintiff claims of the Defendant the further and additional sum of One Hundred Three and 00/100 Dollars (\$103.00) as such reasonable attorney's fee.

The Plaintiff further alleges that in and by the terms of said Promissory Note the Defendant waived as to the debt evidenced thereby all right of exemption under the Constitution and laws of Alabama or any other state as to personal property and the Plaintiff claims the benefit of such waiver of exemption.

CHASON, STONE & CHASON

BY: Charles C. Roston
Attorneys for Plaintiff

The Defendant is a non-resident of the State of Alabama residing at 222,287 Mission Boulevard, Zone 16, Hayward, California, but the Plaintiff has cause to believe that the Defendant is temporarily in the State of Alabama and may be served at the residence of his Father, whose house is located on Highway 31 South, Bay Minette, Alabama.

FILED

NOV 2 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

70-1651

2411-7-72

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 \$

Received 2 day of Nov 19 72
and on 7 day of Nov 19 72
I served a copy of the within etc
on John Malcolm Davis
By service on _____
TAYLOR WILKINS, Sheriff
By M. D. Salter D.E.

Brown

10,675

UNITED FINANCING COMPANY
OF BAY MINETTE, A
Corporation,

Plaintiff,

vs.

JOHN MALCOLM DAVIS,

Defendant.

* * * * *

SUMMONS AND COMPLAINT

* * * * *

RECEIVED

NOV 21 1972

TAYLOR WILKINS
SHERIFF

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

#10.675

STATE OF ALABAMA

WRIT OF ATTACHMENT

BALDWIN COUNTY

5518.50

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Joseph Rizzo, as an agent for United Financing Company of Bay Minette, a corporation, hath complained on oath to me, Eunice B. Blackmon, Clerk of the Circuit Court of Baldwin County, Alabama, that John Malcolm Davis is justly indebted to United Financing Company of Bay Minette, a corporation, in the sum of Three Hundred Sixty-eight Dollars and Fifty Cents (\$368.50), together with interest thereon, and the further sum of One Hundred and Fifty Dollars (\$150.00) as a reasonable attorney's fee, and Affidavit having been made as required by law in such cases, you are hereby commanded to attach one 1958 Thunderbird automobile bearing California license Plate 3L-DGX, or so much of the estate of John Malcolm Davis as will be of value to satisfy the said debt and costs according to the complaint; and such estate, unless replevied, so to be secured that the same may be liable to further proceedings thereon, to be had in the Circuit Court of Baldwin County, Alabama, to be held at the Court-house thereof, when and where you must make known how you have executed this writ.

WITNESS my hand this 21 day of October, 1972.

Eunice B. Blackmon
Circuit Clerk

Title 7, Section 845, et seq.

8-11-28

RECEIVED

OCT 27 1972

TAYLOR WILKINS
SHERIFF

31 Oct 1972
Executed by taking into possession
one 1960 Ford, Thunderbird
VID# 0471J115562 and
storing at Baldwin Co. Jail.
J.M. Byrd
Deputy Sheriff

Received 31 day of Oct 1972
and on 31 day of Oct 1972
I served a copy of the within Writ of Habeas Corpus
on John Malcolm Davis
Ten Cents per mile Total \$ 1.00
TAYLOR WILKINS, Sheriff
Brown

By service on _____
TAYLOR WILKINS, Sheriff
By H. H. Brown
10 mi R.T.

10,673

United Financing Co.
of Bay Minette, a corp.

no.
John Malcolm Davis

Writ of Habeas Corpus

FILED

OCT 27 1972

EUNICE B. BLACKMON
CLERK

Chas. Stone & Chas.

UNITED FINANCING COMPANY
OF BAY MINETTE, A
Corporation,

Plaintiff,

vs.

JOHN MALCOLM DAVIS,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

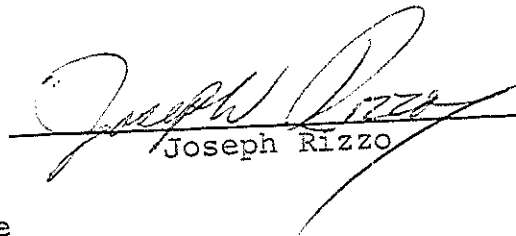
AT LAW

10,675

AFFIDAVIT OF ATTACHMENT

Before me, the undersigned authority, personally appeared Joseph Rizzo, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:


That his name is Joseph Rizzo and he is an agent for United Financing Company of Bay Minette, a corporation, the Plaintiff. That John Malcolm Davis is indebted to United Financing Company of Bay Minette in the amount of Three Hundred Sixty-eight Dollars and Fifty Cents (\$368.50), together with the interest thereon and that said amount is justly due. That the said John Malcolm Davis resides out of the State of Alabama.


Joseph Rizzo

Sworn to and subscribed before

me this 27th day of October,

1972.


Notary Public, Baldwin County, Alabama

FILED

OCT 27 1972

EUNICE B. BLACKMON CIRCUIT CLERK

70-649

STATE OF ALABAMA

COUNTY OF

Personally appeared before me, the undersigned authority, Gary Lee Davis, who being by me first duly sworn, did depose and say that he is the owner of the legal title to the 1960 Ford Thunderbird Coupe, serial number OY7LJ115562, which has been levied upon under writ of attachment issued out of the Circuit Court of Baldwin County, Alabama, on the affidavit of United Financing Company of Bay Minette, a corporation, seeking to attach so much of the estate of John Malcolm Davis as will be of value to satisfy an alleged indebtedness set out therein.

Gary Lee Davis
Gary Lee Davis

Sworn to and subscribed before me this 6 day of Nov, 1972.

James E. Clemons
Notary Public, State of Alabama at Large

ATCHISON, CLAY & STREET
Attorneys for claimant
2700 First National Bank Bldg.
Mobile, Alabama 36602

STATE OF ALABAMA

COUNTY OF

Personally appeared before me, the undersigned authority, Gary Lee Davis, who being by me first duly sworn, did depose and say that he is the owner of the legal title to the 1960 Ford Thunderbird Coupe, serial number OY71J115562, which has been levied upon under writ of attachment issued out of the Circuit Court of Baldwin County, Alabama, on the affidavit of United Financing Company of Bay Minette, a corporation, seeking to attach so much of the estate of John Malcolm Davis as will be of value to satisfy an alleged indebtedness set out therein.

Gary Lee Davis
Gary Lee Davis

Sworn to and subscribed before me this 6 day of Nov., 1972.

James E. Atchison
Notary Public, State of Alabama at Large

ATCHISON, CLAY & STREET
Attorneys for claimant
2700 First National Bank Bldg.
Mobile, Alabama 36602

STATE OF ALABAMA

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, that we, Gary Lee Davis as Principal, and H.E. TINDAL and C.C. BRANTLEY as Sureties, are held and firmly bound unto United Financing Company of Bay Minette, a corporation, in the sum of FIVE HUNDRED and no one-hundredths (\$500.00) DOLLARS for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our heirs, executors and administrators. Sealed with our seals and dated this 7 day of November, in the year of our Lord, one thousand, nine hundred and seventy two.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the said United Financing Company of Bay Minette, a corporation, did on the 27 day of Oct, 1972, sue out in the Circuit Court of Baldwin County, Alabama, a writ in attachment directed to any Sheriff of the State of Alabama, commanding him to take into his possession one 1958 Thunderbird automobile bearing California License Plate 3L-DGX, or so much of the estate of John Malcolm Davis as will be of value to satisfy the said debt and costs according to the complaint, which said writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin, State of Alabama, on the 31 day of Oct, 1972, and by him executed by taking into his possession the following described property, to-wit: one 1960 Ford Thunderbird Coupe automobile serial number OY71J115562, and whereas your principal and said attachment has filed affidavit of claim of ownership to said described property

NOW THEREFORE, if the said Gary Lee Davis upon failing in said suit shall deliver the said property to the plaintiff for the satisfaction of the judgment or claim of the plaintiff and for the payment of such cost and damages as may be recovered for interposing his claim for delay, this obligation to be void, otherwise to remain in full force and effect.

Gary Lee Davis (SEAL)

H. E. Tindal (SEAL)

C.C. Brantley (SEAL)

Taken and approved this the 7 day of November, 1972.

Taylor Wilkins
Sheriff, Baldwin County, Alabama
by: Emory D. Deputy Sheriff

STATE OF ALABAMA

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, that we, Gary Lee Davis as Principal, and H.E. TINDAL and _____ as Sureties, are held and firmly bound unto United Financing Company of Bay Minette, a corporation, in the sum of FIVE HUNDRED and no one-hundredths (\$500.00) DOLLARS for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our heirs, executors and administrators. Sealed with our seals and dated this 7 day of Nov, in the year of our Lord, one thousand, nine hundred and seventy two.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the said United Financing Company of Bay Minette, a corporation, did on the 17 day of Oct, 1972, sue out in the Circuit Court of Baldwin County, Alabama, a writ in attachment directed to any Sheriff of the State of Alabama, commanding him to take into his possession one 1958 Thunderbird automobile bearing California License Plate 3L-DGX, or so much of the estate of John Malcolm Davis as will be of value to satisfy the said debt and costs according to the complaint, which said writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin, State of Alabama, on the 31 day of Oct, 1972, and by him executed by taking into his possession the following described property, to-wit: one 1960 Ford Thunderbird Coupe automobile serial number OY7LJ115562, and whereas your principal and said attachment has filed affidavit of claim of ownership to said described property

NOW THEREFORE, if the said Gary Lee Davis upon failing in said suit shall deliver the said property to the plaintiff for the satisfaction of the judgment or claim of the plaintiff and for the payment of such cost and damages as may be recovered for interposing his claim for delay, this obligation to be void, otherwise to remain in full force and effect.

Gary Lee Davis (SEAL)

H.E. Tindal (SEAL)

(SEAL)

Taken and approved this the 7 day of November, 1972.

Taylor Wilkins
Sheriff, Baldwin County, Alabama
by: James D. Deputy Sheriff

TAYLOR WILKINS

**SHERIFF
BALDWIN COUNTY
BAY MINETTE, ALABAMA
36507**

November 7, 1972

Received from Taylor Wilkins, Sheriff of Baldwin County
one 1960 Ford Thunderbird Coupe, serial# OY71j115562
this 7th day of November 1972.

This vechile was taken by this department on an Attachment
in the case of United Finance Co. vs John Malcolm Davis.

Larry Lee Davis
Buy John Z Davis

ATCHISON, CLAY & STREET
LAWYERS

2700 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA 36601

JAMES E. ATCHISON
CALVIN CLAY
CHARLES S. STREET

November 6, 1972

TELEPHONE
(205) 438-4725
P. O. BOX 1446

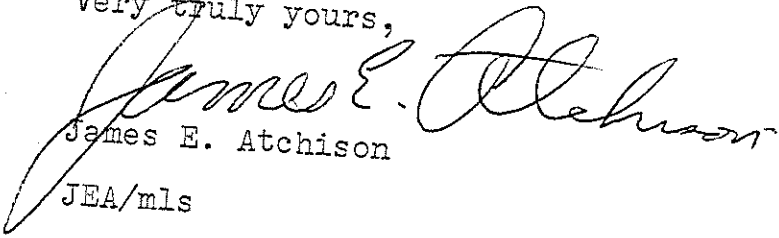
Mr. Gary Lee Davis
Route 1
Bay Minette, Alabama

RE: United Finance Co. vs Gary Lee Davis

Dear Mr. Davis:

We have prepared the necessary bond for you to present to the Sheriff of Baldwin County. You must sign as principal and have two other Baldwin County residents, who have property assessed in their names, sign with you. The bond will be for \$500.00. You will present this to Sheriff Wilkins for his approval in accordance with Title 7 Sections 1168 and 1169. This will give us a hearing and we will proceed when notified. If you have any questions show this to the Sheriff.

Very truly yours,


James E. Atchison

JEA/mls

ATCHISON, CLAY & STREET

LAWYERS

2700 FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA 36601

November 10, 1972

JAMES E. ATCHISON
CALVIN CLAY
CHARLES S. STREET

TELEPHONE
(205) 438-4725
P. O. BOX 1446

Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Dear Sir:

Enclosed please find the demurrer in case number 10,675, United Financing Company vs John Malcolm Davis. It is agreeable with the defendant that the same be submitted without argument, if such is allowed by Baldwin County procedures. I would appreciate it if you would advise me of any ruling, or any setting of the case.

Very truly yours,



Charles S. Street

CSS/mls

Enclosure

UNITED FINANCING COMPANY	X	
OF BAY MINETTE, A		
Corporation,	X	IN THE CIRCUIT COURT OF
Plaintiff	X	
	X	BALDWIN COUNTY, ALABAMA
vs.	X	
	X	AT LAW CASE NO. 10,675
JOHN MALCOLM DAVIS,	X	
Defendant.	X	

AMENDED COMPLAINT

Comes now the Plaintiff, by and through its attorney of record, and amends the Complaint heretofore filed in this cause to say as follows:

COUNT ONE

The Plaintiff claims of the Defendant the sum of Two Hundred Seven Dollars and Forty-three Cents (\$207.43), being the balance due and unpaid of a Promissory Note in the amount of Four Hundred Two Dollars and 00/100 (\$402.00) drawn by the Defendant on to-wit: the 27th day of July, 1971 and payable on to-wit: the 27th day of July, 1972 together with interest thereon at the rate of eight percent (8%) per annum from July 27th, 1972 as provided in said note. The said note has been assigned to the Plaintiff and is now owned by the Plaintiff.

The Plaintiff further alleges that in and by the terms of said Promissory Note the Defendant agreed to pay all costs of collecting or securing or attempting to collect or secure said note, including a reasonable attorneys fee and the Plaintiff claims of the Defendant the further and additional sum of One Hundred Three and 00/100 Dollars (\$103.00) as such reasonable attorney's fee.

The Plaintiff further alleges that in and by the terms of said Promissory Note the Defendant waived as to the debt evidenced thereby all right of exemption under the Constitution and laws of Alabama or any other state as to personal property and the Plaintiff claims the benefit of such waiver of exemption.

CHASON, STONE & CHASON

BY: Charles C. Panton
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 20th day of December, 1972.

Charles C. Panton

FILED

DEC 20 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

UNITED FINANCING COMPANY
OF BAY MINETTE,
a corporation

Plaintiff

VS

JOHN MALCOLM DAVIS

Defendant

: IN THE CIRCUIT COURT OF
: BALDWIN COUNTY, ALABAMA
: AT LAW

:

:

: CASE NO. 10,675

DEMURRERS

1. For that said complaint fails to state a cause of action against this defendant.
2. For that the averments thereof are vague, inconsistent and indefinite, and this defendant is unable to determine that which he must defend against.
3. For that it is not averred to whom the note is made payable, nor is it averred that said note has been assigned to the plaintiff in writing.
4. For that the terms and conditions of said note are not set out with sufficient certainty and no copy of said note is attached to said complaint.
5. For that the date of assignment of the said note to the plaintiff is not averred.

ATCHISON, CLAY & STREET
Attorneys for defendant

By *Am. L. Street*
of counsel

FILED

NOV 13 1972

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing the same in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 10th day of November, 19 72

Charles L. Street

EUNICE B. BLACKMON
CIRCUIT CLERK

70-1655

UNITED FINANCING COMPANY
OF BAY MINETTE, a
corporation

Plaintiff

VS

JOHN MALCOLM DAVIS

Defendant

: IN THE CIRCUIT COURT OF

: BALDWIN COUNTY, ALABAMA

:

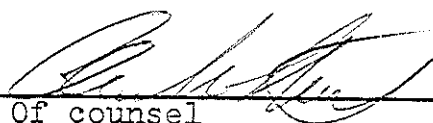
:

: CASE NO. 10,675

Comes now the defendant in the above styled cause and re-
files his demurrers heretofore filed herein to the amended
complaint.

ATCHISON, CLAY & STREET
Attorneys for defendant

By


Of counsel

FILED

JAN 30 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

CERTIFICATE OF SERVICE

This is to certify that I have this day served and filed for the
opposing party in the foregoing matter with a copy of this
pleading by depositing in the United States Mail a copy of
same in a properly addressed envelope with adequate postage
thereon.

This 29th day of January, 1973

ATCHISON, CLAY & STREET

LAWYERS

2700 FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA 36601

December 3, 1973

JAMES E. ATCHISON
CALVIN CLAY
CHARLES S. STREET
JAMES H. LACKEY
R. EDWARD MASSEY, JR.

TELEPHONE
(205) 438-4751
P. O. BOX 1446

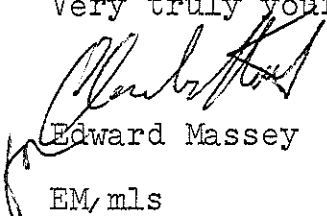
Mrs. Eunice Blackmon
Circuit Court of Baldwin County
Bay Minette, Alabama

RE: United Finance Company vs John Malcom Davis
Civil Action No. 10,675

Dear Mrs. Blackmon:

Please be advised that we represent Mr. Gary Lee Davis who is the claimant in the above styled cause for the property which has been wrongfully attached by the plaintiff therein. We would like for this matter concerning this claim to be set down for a hearing as soon as possible. I will look forward to hearing from you soon concerning this.

Very truly yours,



Edward Massey

EM/mls

IN THE CIRCUIT COURT FOR BALDWIN COUNTY,
ALABAMA

UNITED FINANCING COMPANY OF X
BAY MINETTE, INC., a corporation, X
Plaintiff, X

vs. X CIVIL ACTION NO: 10,675

JOHN MALCOLM DAVIS, X
Defendant. X

NOTICE OF TAKING OF DEPOSITION

TO: EDWARD MASSEY
Attorney for Defendant
P. O. Box 1446
Mobile, Alabama

Please take notice that at 9:00 A.M. on the 9th day of May, 1974, at the law offices of Chason, Stone & Chason the Plaintiff will take the deposition of the Defendant upon oral examination before Louise Dusenbury, a Notary Public, or before some other officer authorized by law to administer oaths.

Charles C. Partin
Attorney for Plaintiff
P. O. Box 120
Bay Minette, Alabama 36507

CERTIFICATE OF SERVICE

I, Charles C. Partin, attorney for the Plaintiff in the above styled cause, hereby certify that on the 23rd day of April, 1974, I served the attached Notice of Taking of Deposition upon Edward Massey, Esquire, Attorney for the Defendant, by depositing a copy of the same in the United States mails, postpaid, addressed to him at P. O. Box 1446, Mobile, Alabama.

FILED
APR 23 1974

EUNICE B. BLACKMON
CIRCUIT
CLERK

Charles C. Partin
Attorney for Plaintiff
P. O. Box 120
Bay Minette, Alabama 36507

UNITED FINANCING COMPANY OF
BAY MINETTE, a corporation,

Plaintiff,

vs.

JOHN MALCOLM DAVIS,

Defendant.

X

X

X

X

X

X

X

IN THE CIRCUIT COURT FOR

BALDWIN COUNTY, ALABAMA

CIVIL ACTION NO: 10,675

MOTION TO RECONSIDER ORDER OF DISMISSAL

Comes now the Plaintiff by and through its attorney
and states as follows :

1. This case was dismissed after Plaintiff's attorney
stated to the Court that the case had been settled. It was
Plaintiff's understanding that the case would be continued for
settlement rather than being dismissed. The Defendant has failed
and continues to fail down to the present date to abide by the
settlement agreement reached by the parties.

WHEREFORE, the Plaintiff asks this Honorable Court of
reinstate the proceedings.

Respectfully submitted,

By:

Charles C. Partin

Charles C. Partin

Attorney for Plaintiff

P. O. Box 120

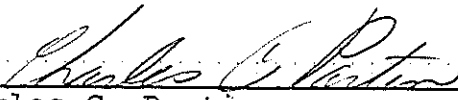
Bay Minette, Alabama 36507

OF COUNSEL:

CHASON, STONE & CHASON
Attorneys At Law
Bay Minette, Alabama

CERTIFICATE OF SERVICE

I, Charles C. Partin, attorney for the Plaintiff in the above styled cause, hereby certify that on the 15th day of February, 1974, I served the attached Motion to Reconsider Order of Dismissal upon Edward Massey, Esquire, Attorney for the Defendant, by depositing a copy of the same in the United States mails, postpaid, addressed to him at his office address, P. O. Box 1446, Mobile, Alabama.


Charles C. Partin
Attorney For Plaintiff
P. O. Box 120
Bay Minette, Alabama

FILED

FEB 4 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

IN THE CIRCUIT COURT FOR BALDWIN COUNTY,
ALABAMA

UNITED FINANCING COMPANY OF
BAY MINETTE, A Corporation,

Plaintiff,

vs.

JOHN MALCOLM DAVIS,

Defendant.

X

X

X

X

X

X

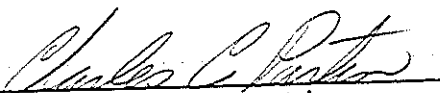
X

CIVIL ACTION NO. 10,675

MOTION FOR SUMMARY JUDGMENT BY PLAINTIFF

Plaintiff moves the Court to enter, pursuant to Rule 56 of the Alabama Rules of Civil Procedure, a summary judgment in Plaintiff's favor for the relief demanded in his Complaint and for grounds of his Motion, says that there is no genuine issue as to any material fact and that the Plaintiff is entitled to a judgment as a matter of law.

This Motion is based upon the affidavit of J. F. Rizzo.


Charles C. Partin
Attorney for Plaintiff
P. O. Box 120
Bay Minette, Alabama

OF COUNSEL:

CHASON, STONE & CHASON
Bay Minette, Alabama

FILED

FEB 27 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

IN THE CIRCUIT COURT FOR BALDWIN COUNTY,
ALABAMA

UNITED FINANCING COMPANY OF X
BAY MINETTE, A Corporation, X

Plaintiff, X

vs. X CIVIL ACTION NO. 10,675
X

JOHN MALCOLM DAVIS, X

Defendant. X

AFFIDAVIT

Before me, the undersigned authority, personally appeared J. F. Rizzo, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

1. That he is the office manager of the Plaintiff and is the duly authorized agent of the Plaintiff.

2. That this action is brought to recover the sum of Two Hundred Seven Dollars and Forty-three Cents (\$207.43) with interest thereon from July 27, 1972, a debt and a liquidated demand arising upon an express contract, to-wit, upon promissory note made by John Malcolm Davis, Defendant above named, dated at Bay Minette, County of Baldwin, State of Alabama, on July 27, 1971, whereby the said John Malcolm Davis promised to pay to Plaintiff the sum of Four Hundred and Two Dollars (\$402.00) in twelve (12) monthly installments of Thirty-three Dollars and Fifty Cents (\$33.50) each.


3. That a true and correct copy of said note is attached hereto. That the Plaintiff made several payments on said note. That by reason of the foregoing facts, the sum of Two Hundred Seven Dollars and Forty-three Cents (\$207.43) is now due

and owing from the Defendant to the Plaintiff with interest thereon from July 27, 1972.

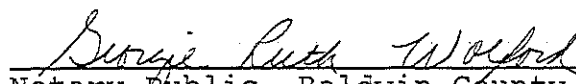
4. That the original note is now in possession of deponent, and, as stated, bears the signature of Defendant, John Malcolm Davis, as maker. Deponent offers to present the same for the Court's consideration. That Deponent believes that Defendant has absolutely no defense to this cause of action which is set forth in the Complaint, and that the answer interposed herein was interposed merely for the purpose of delay.

5. That no previous application has been made for the relief asked for in this Motion, nor for similar relief.

Further deponent sayeth not.


J. F. Rizzo

Sworn to and subscribed before
me this 26th day of February,
1974.


Notary Public, Baldwin County, Alabama

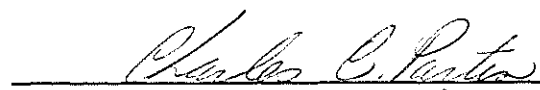
CERTIFICATE OF SERVICE

I, Charles C. Partin, Attorney for the Plaintiff in the above styled action, hereby certify that on the 26th day of February, 1974, I served the attached Motion For Summary Judgment and Affidavit upon Edward Massey, Esquire, Attorney for Defendant, by depositing a copy of same in the United States Mails, postpaid, addressed to him at P. O. Box 1446, Mobile, Alabama, 36601, his last known address.

FILED

FEB 27 1974

EUNICE B. BLACKMON CIRCUIT CLERK


Charles C. Partin
Attorney for Plaintiff
P. O. Box 120
Bay Minette, Alabama

(A) PAYEE

STEPHENS ACCEPTANCE CORPORATION
124 COURT HOUSE SQUARE
BAY MINETTE, ALABAMA

(B) BORROWER'S
NAME

ADDRESS

CITY OF

LOAN NO.

(C) TOTAL OF PAYMENTS
(AMOUNT OF NOTE)

(D) DATE LOAN MADE

(E) FIRST PAYMENT DUE

OTHERS SAME DAY EACH MONTH

(F) FINAL PAYMENT DUE DATE

(G) PAYABLE IN

MONTHLY PAYMENTS

(H) AMOUNT OF PAYMENTS

(I) DATE FINANCE CHARGE BEGINS TO
ACCURE IF OTHER THAN DATE OF LOAN

(J) CHARGES INCLUDED IN FINANCE CHARGE

FIRST PAYMENT

OTHERS - EACH

INTEREST OR DISCOUNT

SERVICE CHARGE

FEE

FINAL PAYMENT WILL BE UNPAID BALANCE

INSURANCE

PROPERTY INSURANCE, if written in connection with this loan, may be obtained by borrower through any person of his choice. If borrower desires property insurance to be obtained through the creditor, the cost will be \$_____ for the term of the credit.

CREDIT LIFE AND DISABILITY INSURANCE is not required to obtain this loan. No charge is made for credit insurance and no credit insurance is provided unless the borrower signs the appropriate statement below.

(a) The cost for Credit Life Insurance alone will be \$ 9.75 for the term of the credit.

(b) The cost for Credit Life and Disability Insurance will be \$_____ for the term of the credit.

I desire Credit Life and Disability Insurance.

I desire Credit Life Insurance only.

I DO NOT want Credit Life or Disability Insurance.

REBATE FOR PREPAYMENT IN FULL. If the loan is prepaid in full by cash, a new loan, refinancing or otherwise before the final installment date, the borrower shall receive a rebate of finance charges computed by the Rule of 78's.

DEFAULT CHARGE. If a default of more than 15 days occurs in the payment of any portion of any scheduled installment, a default charge of 3% for each one of the installments in default may be collected.

SECURITY

- A. ☒ This loan is secured by a chattel mortgage of even date covering: (See Note and Mortgage below). The chattel mortgage will secure future or other indebtedness and will cover after-acquired property.
- B. ☐ This loan is unsecured.

NOTE AND MORTGAGE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the Payee named in (A) above, at its above office, the face amount of the loan stated in (C) above. This note is payable in consecutive monthly installments as indicated in (G & H) above, beginning on the due date for the first installment stated in (E) above and continuing on the same day of each succeeding month to and including the due date for the final payment stated in (F) above, with eight per centum (8%) per annum interest on each installment from maturity until paid.

Payment is permitted to be made in advance at any time.

Default in payment of any installment when due shall render the entire unpaid balance of the note at once due and payable, at the option of the holder hereof without notice or demand.

Extension of the time of payment of all or any part of the amount owing hereon or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any part hereto or co-maker, endorser, guarantor, or surety hereof, it being the intent of all parties to this note that they shall continue jointly and severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest and notice of demand, non-payment and protest of this note, and further waive all rights of exemption of every kind under the laws of this or any other state.

The undersigned agree to pay a reasonable attorney's fee, which shall be not less than 25% of the unpaid balance of the note if this note is placed in the hands of an attorney for collection.

The option hereof, including items (A) to (J) inclusive, is a part of this note.

We are over the age of 21 years, and for the purpose of securing said indebtedness, the undersigned, severally and jointly, grants, bargains, sells and conveys to the said payee, the following personal property:

1. 1964 Ford 1-Door Sedan
2. 1964 Ford 1-Door Sedan

Borrower acknowledges receipt of the cash payment (item 6 above) and authorizes the disbursements stated above. Borrower further acknowledges that he received a fully completed copy of the above Note-Loan Statement.

WITNESS:

WITNESS:

1. John M. Davis (SEAL)2. Donald M. Rogers (SEAL)

STATEMENT OF LOAN

- Total of Payments (Amount of Note) 412.00
- FINANCE CHARGE 72.00
- Amount Financed 325.00
- Less:
 - Credit Life Insurance Premium 9.75
 - Credit A&H Insurance Premium 0
 - Property Insurance Premium 0
 - Recording Fees 0
- Cash Proceeds After Ins. & Recording Fees 315.25
- Less:
 - Former Balance - Loan No. 5789 216.00
 - Others 0
- Cash Proceeds of Loan to Borrower 99.25
- Plus Refund Items:
 - Credit Life Insurance Refund 12.9
 - Finance Charge Refund 10.77
 - Credit A&H Insurance Refund 0
 - Property Insurance Refund 0
- Total For Cash Payment to Borrower 210.51
- ANNUAL PERCENTAGE RATE 11.92%

I CERTIFY THAT THE CASH RECEIVED BY THE BORROWER WAS PAID BY ME TO THE BORROWER IN PERSON.

LOAN CLOSER

IN THE CIRCUIT COURT FOR BALDWIN COUNTY,
ALABAMA

UNITED FINANCING COMPANY OF X
BAY MINETTE, INC., a corp- X
oration, X

Plaintiff, X

X

CIVIL ACTION NO. 10,675

vs. X

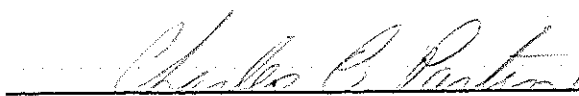
X

JOHN MALCOLM DAVIS, X

Defendant. X

ANSWER

Comes now the Plaintiff, by and through its attorneys,
and denies that Gary Davis owned a 1960 Thunderbird automobile,
Serial No. OY71J115563 on, to-wit: October 31, 1972.


Charles C. Partin
Attorney for Plaintiff
P. O. Box 120
Bay Minette, Alabama 36507

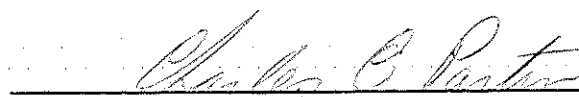
CERTIFICATE OF SERVICE

I, Charles C. Partin, Attorney for Plaintiff in the
above styled action, hereby certify that on the 19th day of April,
1974, I served the attached Answer upon Edward Massey, Attorney
for Defendant by depositing a copy of same in the United States
mails, postpaid, addressed to him at P. O. Box 1446, Mobile,
Alabama.

FILED

APR 19 1974

EUNICE B. BLACKMON CIRCUIT
CLERK


Charles C. Partin
Attorney for Plaintiff
P. O. Box 120
Bay Minette, Alabama 36507

IN THE CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA

UNITED FINANCING COMPANY OF
BAY MINETTE, INC., a
corporation,

*

*

Plaintiff,

*

VS.

*

CIVIL ACTION NO. 10,675

JOHN MALCOLM DAVIS,

*

Defendant

*

*

GARY DAVIS,

*

Plaintiff

*

VS.

*

CIVIL ACTION NO. 11,816

UNITED FINANCING COMPANY OF
BAY MINETTE, a corporation;
ABC CORPORATION, XYZ PART-
NERSHIP consisting of JOHN
DOE, MARY MOE AND RICHARD
ROE, separately and severally,

*

*

*

Defendants

*

CONFESSION OF MOTION FOR CONSOLIDATION

Comes now John Malcolm Davis, Defendant, and Gary Davis, Plaintiff in the above styled cases, and consent to the Motion heretofore filed by Defendant-Plaintiff, United Financing Company of Bay Minette, Inc., and for grounds of said consent set out and assign the same grounds as Defendant-Plaintiff.

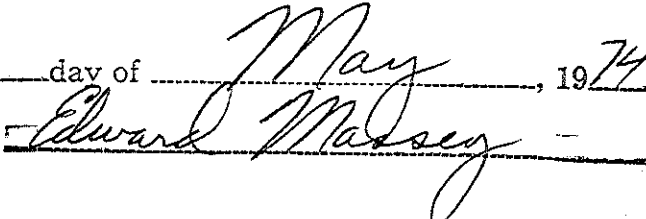
ATCHISON, CLAY & STREET
Attorneys for John Malcolm
Davis and Gary Davis
P. O. Box 1446
Mobile, Alabama 36601


EDWARD MASSEY

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 2 day of May, 1974


EDWARD MASSEY

FILED

MAY 7 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

UNITED FINANCING COMPANY OF
BAY MINETTE, INC., a
corporation,

Plaintiff

VS

JOHN MALCOLM DAVIS,

Defendant.

CIVIL ACTION 10,675

GARY DAVIS,

Plaintiff

VS

UNITED FINANCING COMPANY OF
BAY MINETTE, a corporation;
ABC CORPORATION, XYZ PART-
NERSHIP consisting of JOHN
DOE, MARY NOE and RICHARD
ROE, separately and severally,

Defendants.

CIVIL ACTION 11,816

Comes now the firm of ATCHISON, CLAY & STREET, and
moves this Honorable Court to allow them to withdraw as
attorneys for John Malcolm Davis, the defendant in Case
No. 10,675, and also plaintiff, Gary Davis, in Case No.
11,816.

ATCHISON, CLAY & STREET
Attorneys for Defendant
John Malcolm Davis and
Plaintiff, Gary Davis

By:


R. EDWARD MASSEY