

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

AT LAW.

ALABAMA GAS CORPORATION,

PLAINTIFF,

-VS-

MRS. J. L. SEAY,

DEFENDANT.

No. 2208.

COUNT ONE.

Plaintiff claims of the defendant the sum of \$81.50 due by defendant to plaintiff on account by and between plaintiff and defendant on to-wit: July 21, 1950, as shown by itemized statement of account, verified by affidavit hereto annexed and made a part hereof, which said sum with the interest thereon is still unpaid.

COUNT TWO.

Plaintiff further claims of the defendant the sum of \$81.50 due by defendant to the plaintiff by contract, bearing date July 21, 1950, by and between plaintiff as seller and the defendant as buyer, covering the purchase by the defendant from the plaintiff of one H-21817, 50-380413 Roper CP Stove at and for the agreed price of \$313.24, trade-in allowance, \$19.84, balance in 36 equal consecutive monthly payments of \$8.15, beginning August 21, 1950; that all such payments are past due and remain unpaid, together with the interest thereon.


A. S. WHITING, ATTORNEY FOR PLAINTIFF.
708-9 Annex, 1st National Bank Bldg.,
Mobile, Ala.

Note: Defendant's address is: 2700 Alabama Ave., Montrose, Alabama.

FILED

MAR 11 1954

ALICE A. DUCK, Clerk

MERCHANDISE INSTALLMENT LEDGER

| | | | | | | | |
|-------------------------|--|----------|--|-------------------|--|-----------|--|
| Form No. 6-16 Rev. (54) | | 3369 | | Mr. J. L. Seay | | 10-602-7 | |
| DATE INSTALLED | | 8-1-50 | | NAME | | | |
| NET SALE | | 293.40 | | 2700 Alabama Ave. | | | |
| MONTHLY PAYMENT | | 36@ 8.15 | | ADDRESS | | ACCT. NO. | |
| | | | | Montrose, Alabama | | ADDRESS | |
| | | | | ADDRESS | | | |

| MO. | CONTRACT BALANCE | DATE PAID | AMOUNT PAID | ACCOUNT BALANCE | MO. | CONTRACT BALANCE | DATE PAID | AMOUNT PAID | ACCOUNT BALANCE |
|-----------|------------------|-----------|-------------|-----------------|-----------|------------------|-----------|-------------|-----------------|
| 1951 JAN. | 252 65 | 1-15 | 8 15 | 252 65 | SEP. | 89 65 | 9-20 | 8 15 | 89 65 |
| FEB. | 211 50 | 2-15 | 8 15 | 211 50 | OCT. | 81 50 | 10-22 | 8 15 | 81 50 |
| MAR. | 236 35 | | | | NOV. | 73 35 | | | |
| APR. | 228 20 | | | | DEC. | 65 20 | | | |
| MAY | 220 05 | 5-8 | 16 30 | 228 20 | 1953 JAN. | 57 05 | | | |
| JUN. | 211 90 | 6-15 | 8 15 | 220 05 | FEB. | 48 90 | | | |
| JUL. | 203 75 | 7-13 | 8 15 | 211 90 | MAR. | 40 75 | | | |
| AUG. | 195 60 | 8-15 | 8 15 | 203 75 | APR. | 32 60 | | | |
| SEP. | 187 45 | 9-11 | 8 15 | 195 60 | MAY | 24 45 | | | |
| OCT. | 179 30 | 10-15 | 8 15 | 187 45 | JUN. | 16 30 | | | |
| NOV. | 171 15 | 11-15 | 8 15 | 179 30 | JUL. | 8 15 | | | |
| DEC. | 163 00 | 12-11 | 8 15 | 171 15 | AUG. | | | | |
| 1952 JAN. | 151 85 | 1-16 | 8 15 | 163 00 | SEP. | | | | |
| FEB. | 146 70 | 2-15 | 8 15 | 151 85 | OCT. | | | | |
| MAR. | 138 55 | 3-15 | 8 15 | 146 70 | NOV. | | | | |
| APR. | 130 40 | 4-15 | 8 15 | 138 55 | DEC. | | | | |
| MAY | 122 25 | 5-15 | 8 15 | 130 40 | 1954 JAN. | | | | |
| JUN. | 114 10 | 6-15 | 8 15 | 122 25 | FEB. | | | | |
| JUL. | 105 95 | 7-17 | 8 15 | 114 10 | MAR. | | | | |
| AUG. | 97 80 | 8-15 | 8 15 | 105 95 | APR. | | | | |
| | | 8-16 | 8 15 | 97 80 | | | | | |

| MO. | CONTRACT BALANCE | DATE PAID | AMOUNT PAID | ACCOUNT BALANCE |
|-----------|------------------|-----------|-------------|-----------------|
| MAY | | | | |
| JUN. | | | | |
| JUL. | | | | |
| AUG. | | | | |
| SEP. | | | | |
| OCT. | | | | |
| NOV. | | | | |
| DEC. | | | | |
| 1950 JAN. | | | | |
| FEB. | | | | |
| MAR. | | | | |
| APR. | | | | |
| MAY | | | | |
| JUN. | | | | |
| JUL. | | | | |
| AUG. | | 8-15 | 32.60 | 260 80 |
| SEP. | | | | |
| OCT. | | | | |
| NOV. | | | | |
| DEC. | | | | |

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon _____

Mrs. J. L. Seay

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 _____

Mrs. J. L. Seay

Defendant

by _____

Alabama Bus Corp.

Plaintiff

Witness my hand this _____

11th

day of _____

March 19 *34*

Wm. J. Rouse

Clerk

No. 2208 Page _____

The State of Alabama
Baldwin County

CIRCUIT COURT

Alabama Gas Corp.

Plaintiffs

vs.

Mrs. J. L. Seay

Defendants

Summons and Complaint

Filed 3-11 19 54

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

MAR 13 19 54

Taylor Wilkins Sheriff

I have executed this summons

this 22 March 19 54

by leaving a copy with

Taylor Wilkins Sheriff

Edgar Steadman Deputy Sheriff

ALMUR S. WHITING

ATTORNEY AT LAW

TELEPHONES:

OFFICE: 2-3604

RESIDENCE: 6-6226

ANNEX, FIRST NATIONAL BANK BUILDING

SUITE 708-9

MOBILE 6, ALABAMA

June 10, 1954

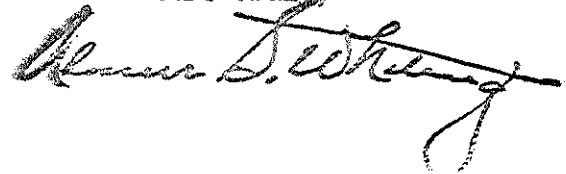
P. O. BOX 988

Honorable Alice J. Duck
Clerk, Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck: Re: Case 2208 Alabama Gas Corp. Vs: Mrs. J. L. Gay

The above case, which is set for trial on June 15, 1954 may be non-suited, as arrangements for settlement have been made with the husband by his giving a promissory note to cover. Will you please have the court enter an order of non-suit, and oblige.

Yours truly,



ASW/g.

ALMUR S. WHITING

ATTORNEY AND COUNSELOR AT LAW

SUITE 708-9 ANNEX FIRST NATIONAL BANK BUILDING

MOBILE 6, ALABAMA

P. O. BOX

TELEPHONES:

OFFICE: 2-3604

RESIDENCE: 6-6226

Mar. 10, 1954.

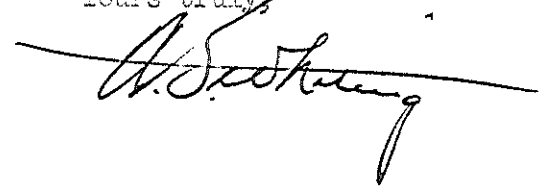
Hon. Alice J. Duck, Clerk,
Circuit Court,
Bay Minette, Ala.

Dear Mrs. Duck:

Enclosed please find suit papers in the claim of Alabama Gas Corporation vs. Mrs. J. L. Seay, which please let process issue to the Sheriff of your County for prompt service on the defendant.

I shall appreciate it if you would inform me as to when service has been perfected by means of the enclosed self-addressed, post paid envelope, and oblige,

Yours truly,



ASW/e

Enc. 1.

Alabama Gas Corp.

vs.

Mrs. J. L. Seay

150
75
225

on Contract
Filed 3-11-54

D. Whiting

Form 5-1 Rev.

Salesman

19

D

B

F

City

Phone No. _____

Date to Install

Date to Deliver _____

Date _____

**Invoice
No.**

Loss of Sale

Initial Payment

Paid By

Remarks

30-Day | Contract

| Cash | Check |
|-------|-------|
| 100 | 100 |
| 200 | 200 |
| 300 | 300 |
| 400 | 400 |
| 500 | 500 |
| 600 | 600 |
| 700 | 700 |
| 800 | 800 |
| 900 | 900 |
| 1000 | 1000 |
| 1100 | 1100 |
| 1200 | 1200 |
| 1300 | 1300 |
| 1400 | 1400 |
| 1500 | 1500 |
| 1600 | 1600 |
| 1700 | 1700 |
| 1800 | 1800 |
| 1900 | 1900 |
| 2000 | 2000 |
| 2100 | 2100 |
| 2200 | 2200 |
| 2300 | 2300 |
| 2400 | 2400 |
| 2500 | 2500 |
| 2600 | 2600 |
| 2700 | 2700 |
| 2800 | 2800 |
| 2900 | 2900 |
| 3000 | 3000 |
| 3100 | 3100 |
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| 3400 | 3400 |
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| 3600 | 3600 |
| 3700 | 3700 |
| 3800 | 3800 |
| 3900 | 3900 |
| 4000 | 4000 |
| 4100 | 4100 |
| 4200 | 4200 |
| 4300 | 4300 |
| 4400 | 4400 |
| 4500 | 4500 |
| 4600 | 4600 |
| 4700 | 4700 |
| 4800 | 4800 |
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| 5000 | 5000 |
| 5100 | 5100 |
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| 7100 | 7100 |
| 7200 | 7200 |
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| 7400 | 7400 |
| 7500 | 7500 |
| 7600 | 7600 |
| 7700 | 7700 |
| 7800 | 7800 |
| 7900 | 7900 |
| 8000 | 8000 |
| 8100 | 8100 |
| 8200 | 8200 |
| 8300 | 8300 |
| 8400 | 8400 |
| 8500 | 8500 |
| 8600 | 8600 |
| 8700 | 8700 |
| 8800 | 8800 |
| 8900 | 8900 |
| 9000 | 9000 |
| 9100 | 9100 |
| 9200 | 9200 |
| 9300 | 9300 |
| 9400 | 9400 |
| 9500 | 9500 |
| 9600 | 9600 |
| 9700 | 9700 |
| 9800 | 9800 |
| 9900 | 9900 |
| 10000 | 10000 |

Piping In

**Meter
In**

On Existing Main

New Main

**Meter Order
Attached**

Mfg.
Gas

**Nat.
Gas**

Tag No.

Description of Property and Services

Amount

N-21817

50-380413 Reyes C.P

26450

ALABAMA STATE SALES TAX

CARRYING CHARGES

TOTAL GROSS SELLING PRICE

Less Trade in Allowance For

NET SELLING PRICE

Selling Price If Paid Within 30 Days

Date of this Contract

XX

X

he undersigned "Seller" agrees to sell to the undersigned "Purchaser," and "Purchaser" agrees to buy from the "Seller" the described property and/or services, for which the "Purchaser" agrees to pay to the "Seller" the sum of 293.40 as follows:

_____ \$ _____ cash within thirty (30) days from the date of the contract,
) \$ None ^{or} in cash, receipt of which is hereby acknowledged; and the balance
 of \$ 293.40 in 36 monthly installments of \$ 8.15 each
 id _____ monthly installments of \$ _____ each on the _____

ay of each month beginning with the month of _____, 19_____, until the balance of _____ which purchase price has been paid.

title to the aforesaid property to remain in the "Seller" until the purchase price is paid in full. This contract is subject to the approval of the Credit Department of the "Seller" and to the conditions on the back hereof which have been read by "Buyer" and are hereby agreed to.

ပုဂ္ဂိုလ်ရေး

CONDITIONS

The hereinabove stated prices at which "Seller" agrees to sell to the "Purchaser" are based upon the manufacturer's price to the "Seller" in effect as of this date. If there be any increase in the said manufacturer's price prior to the delivery of the said property, then and in that event, the price herein stated to be payable by "Purchaser" shall be increased in the same proportion as the price by the manufacturer to the "Seller" shall be increased, or the "Purchaser" may at his option, cancel his contract and receive reimbursement from "Seller" of all payments made hereunder. The obligation of "Seller" under this merchandise contract to sell the above stated property to "Purchaser" shall be subject to the receipt of the said property by the "Seller" from the manufacturer.

Title to and ownership of said property is and shall remain vested in said "Seller," its successors and assigns, until said total purchase price is fully paid in cash; "Purchaser" gives and grants to "Seller" the right to make such borings and/or cuttings in the floors and walls of the premises owned or occupied by "Purchaser" as are necessary for proper installation and connection of the property referred to herein and in the event of repossession thereof as hereinafter provided, "Seller" shall be under no obligation as to restoration of said premises. "Purchaser" is to take good care of said property and be responsible for its loss by theft, fire, or otherwise; "Purchaser" is not to resell or remove it from the place where originally installed without written consent from said "Seller"; "Purchaser" is not to use or treat the same or any part or attachment thereof for any purpose other than that for which it was originally intended and/or authorized; this instrument is a full and complete agreement between the said "Purchaser" and "Seller," and that no salesman or agent of said "Seller" is authorized to orally or in writing vary the agreement in any particular; time is of the essence of this agreement.

Said "Purchaser" further agrees that in the event "Purchaser" should fail to pay any of the installments of the total purchase price of the said property as set out on the reverse side hereof as said installments respectively mature, or upon the breach of any one or more of the above covenants, the unpaid balance of said purchase price shall forthwith become due and payable and the "Seller" may, without any previous notice or demand of performance, and without legal process, enter premises where the said property may be found, and take possession thereof, it being understood and agreed that said property shall not lose its identity as personal property or become a "fixture" regardless of the manner of connection to or installation in the property owned or occupied by "Purchaser"; after which the "Seller" may, at its option, make such disposition of said property as it shall deem fit, and all payments made by the "Purchaser" shall be retained by the "Seller" as liquidated damages for the use of said property while in the "Purchaser's" possession and not as a penalty. Or said property may be sold without notice, either at public or private sale, and the proceeds, less the expense of taking, removing, holding and selling said property, shall be credited upon the amount unpaid hereunder; or without such sale there may be credited upon the amount unpaid the fair market value of said property at the time of repossession the same, the choice of either of said actions to be entirely the "Seller's," and in either event, in consideration for the use and depreciation of said property the "Purchaser" promises and agrees to pay the balance forthwith.

The "Purchaser" hereby waives, as to any amounts due hereunder or which shall become due, all right of exemption as to personal property under the laws of this or any other state, and agrees to pay all costs of collecting such amounts, including a reasonable attorney's fee. Waiver by the "Seller" of any one or more defaults shall not be considered a waiver of any other or subsequent default.

This contract shall inure to the benefit of, and be binding upon "Seller" and "Purchaser," their respective heirs at law, personal representatives, successors, and assigns.

State ALABAMA
County JEFFERSON

C. H. GIBSON being first duly sworn, saith that;

He is a sole trader doing business as _____.

He and _____ are co-partners trading under
the firm name and style of _____.

That he is CREDIT MANAGER of ALABAMA GAS CORPORATION,
~~is~~ a corporation organized and existing under the laws
of the state of ALABAMA.

That he is familiar with the books and records of ALABAMA GAS CORPORATION

_____, that the annexed account of \$81.50

against ^{Mrs.} J. L. SEAY is true and correct; that after allowing all credits

off-sets and counter claims the said J. L. SEAY

is justly indebted to ALABAMA GAS CORP. in the sum of \$81.50 with interest.

thereon at _____ per annum from the _____ day of _____, 19____.

C. H. Gibson

Subscribed and sworn to me before me, and
under my seal of office this 4th
day of March, 1954

John Hill
Notary Public, Jefferson County.

State of Alabama
My Commission expires 3-7-56