

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

November 28, 1959

Honorable H. M. Hall
Circuit Judge
Bay Minette, Alabama

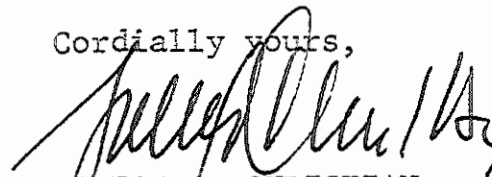
Re: Betbeze Mfg. Company
vs: C. M. Northcutt
Case No. 4021

Dear Judge Hall:

Enclosed you will find a conditional sales contract and note which has been executed by the defendant, together with the original letter dated August 27, 1959 in which the defendant acknowledges that he owes the debt. Kindly enter a judgment on this case based on a conditional sales contract in the amount of \$637.15.

With best wishes I am

Cordially yours,



FOREST A. CHRISTIAN

Robertsdale, Alabama

August 27, 1959

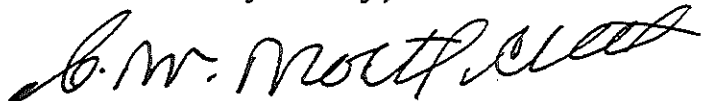
Mr. Forest A. Christian, Attorney
for Betbeze Mfgs., Mobile, Alabama
Foley, Alabama

Re: Betbeze Mfg. Company
vs: Mr. C. M. Northcutt
\$637.15

Dear Mr. Christian:

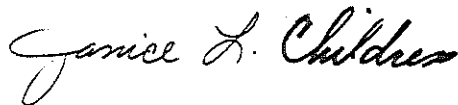
I have come to see you concerning the case mentioned above and I admit I owe every dime of it, but will be unable to pay it until I harvest my first load. I expect to harvest beans the last of September, but it is necessary to run moisture tests and it will probably be the 10th or 15th before I receive my check at which time I will pay this money to your attorney, Forest A. Christian.

Yours very truly,



C. M. NORTHCUTT

Witness:



CONDITIONAL SALE CONTRACT (Dealer's Copy)

To EMERSON MANUFACTURERS-DISTRIBUTORS
(Corporate, Firm or Trade Name of Dealer)

Name of Purchaser C. M. Northcutt
(Print)

Address _____

Street _____

Town and State _____

City Loxley State Alabama

Model No.	Year Model	Serial No.	Description of Article	New or Used	Manufacturer	Cash Price
20-445		<u>117995</u>	<u>Hercules Moist</u>	<u>New</u>	<u>Hercules Steel Prod. Co.</u>	
20-445		<u>118300</u>	" "	"	" " " "	
(Payment due dates: <u>April 8, 1959</u> <u>200.00</u> <u>June 8, 1959</u> <u>200.00</u> <u>August 8, 1959</u> <u>200.00</u> <u>October 8, 1959</u> <u>130.96</u> <u>730.96</u>)						
						Total Cash Price \$ <u>700.00</u>

The balance shown to be due hereunder (evidenced by my note of even date to your order) payable in 4 consecutive monthly installments beginning Apr. 8 1959 and thereafter on the corresponding day of each succeeding month.

- (1) CASH PRICE _____ \$ 700.00 (1)
- (2) Trade-in:—
Articles _____ \$ _____ (2)
- (3) BASIS PRICE (Subtract 2 from 1) _____ \$ 700.00 (3)
- (4) Cash Down Payment _____ \$ _____ (4)
- (5) DEFERRED BALANCE (Subtract 4 from 3) _____ \$ 700.00 (5)
- (6) Finance Charges, Recording, Insurance (Add) _____ \$ 30.96 (6)
- (7) TIME BALANCE _____ \$ 730.96 (7)

Each installment shall be in the amount of \$ 200.00 except the first installment which shall be \$ 130.96. The aggregate amount of monthly installment plus the down payment and allowance for merchandise traded in, if any, is the total time price of the chattels. Said note is a negotiable instrument, separate and apart from this contract, even though at the time of execution it may be temporarily attached hereto by perforation or otherwise.

After thorough examination, I hereby buy and accept delivery of the foregoing chattels, to be kept and/or installed at _____ (Number and Street)
Loxley Baldwin Alabama and I will pay you therefor the total time price provided herein.
(City or Town) (County) (State)

Title to said chattels shall remain in you until I have paid in cash all amounts owing hereunder. Any extension or assignments of this contract or extensions or negotiations of said note shall not waive any provisions herein contained.

Said chattels shall remain personal property and nothing (anything which may be done by the parties hereto to the contrary notwithstanding) shall prevent you from removing same, or so much thereof as you in your sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.

I shall not misuse, secrete, sell encumber, remove or otherwise dispose of or lose possession of said chattels, nor permit nor suffer any lien, encumbrance or charge against said chattels. The chattels herein referred to shall at all times be at my risk and loss and any loss, injury or destruction of said chattels shall not operate in any manner to release me from payment as herein provided. You or your assigns are hereby authorized to procure and maintain for my (our) account, during the life of this contract, insurance on said chattels of such types, amounts and in such companies as you may deem advisable.

Should the insurance on said chattel be cancelled for any reason whatsoever, and should I fail, within five days after being given written notice of such cancellation, to provide substitute insurance of the type and in companies and amounts satisfactory to you or your assigns, the full amount unpaid hereunder, including any note given, may, at your option, become due and payable forthwith and you or your assigns may, without any previous notice or demand of performance, and without legal process, enter any premises where said chattel may be found and take possession thereof, after which you may at your option, make such disposition of said chattel as you shall deem fit, and all payments made by me (us) shall be retained by you as liquidated damages for the use of said chattel while in my (our) possession, and not as a penalty.

Should I fail to pay said indebtedness or any part thereof when due, or breach this contract, or should you feel yourself or said chattels insecure, or if any execution or writ be levied on the chattels described herein or on any of my property, or a receiver thereof is appointed, or if a petition under the Bankruptcy Act or any Amendment thereof should be filed by or against me, the entire unpaid balance shall at once become due and payable at your election, and you may without notice or demand, by process of law or otherwise, take possession of said chattels wherever located, and retain all moneys paid thereon for the reasonable use of said chattels and I will pay for necessary repairs because of damage thereto; or you may sell the same at public or private sale and apply the proceeds, after deducting expenses, liens and a reasonable attorney's fee paid or incurred by you, to the payment of said note and interest, and pay me the surplus, if any, or in case of a deficiency I will pay you the same at once. I waive all claims, damages and demands against you arising out of the repossession, retention, reparation and sale as aforesaid. And in event of a sale of said property at public sale, such sale may be held after having given ten days notice of the time, place and terms of sale by posting written notice in the courthouse of said county, and I hereby waive any requirement that said property be present at the place of sale.

Any action to enforce payment of said note shall not waive any of your rights hereunder. Any indulgence granted me shall not constitute a waiver of any of your rights. Time is the essence of this contract. Any part of this contract contrary may be assigned and/or said note may be negotiated without notice to me and when assigned and/or negotiated shall be free from any defense, counterclaim or cross complaint by me.

This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto. This contract shall apply to, inure to the benefit of, and bind you and my heirs, executors, administrators, successors and assigns, and I acknowledge the receipt of a true copy thereof. Undersigned will pay said note irrespective of any imperfections in the chattels or any breach of alleged representations. You and your assigns are authorized to correct patent errors in said contract and any other papers executed by Undersigned in connection therewith.

Executed this 11th day of February 1959

C. M. Northcutt (Seal)
(Purchaser Sign Here)

Witness: Mary B. Farnell

C. M. Northcutt, Loxley, Alabama (Seal)
(Purchaser Sign Here)

Witness: _____

Accepted by EMERSON MANUFACTURERS-DISTRIBUTORS (Seal)
(Corporate, Firm or Trade Name of Dealer)
By W. S. Bethel
(Owner, Officer or Firm Member)

PURCHASER MUST EXECUTE

Date _____

To _____ Town _____ State _____

(Corporate, Firm or Trade Name of Dealer)

For the purpose of securing credit for the purchase of the articles mentioned in the Contract on the reverse side hereof, the Undersigned makes the following representations:

Print Purchasers Name _____ IMPORTANT { Residence or Nearest Phone _____ (Years) _____ (Months) _____

Home Address _____ How Long _____ (City and State) _____

Living With Parents Yes No (Give Correct Legal Address) _____ (No. and Street or R. F. D. No. and Route) _____ (City and State) _____

Previous Home Address _____ (Address) _____ (Years) _____ (Months) _____

Age _____ White _____ Colored _____ Single _____ Married _____ Number of Dependents, Including Wife _____ Monthly Income \$ _____

Name and Address of Nearest Relative With Whom Not Living _____ (No. and Street) _____ (City and State) _____

Real Estate Holding—Address _____ (No. and Street) _____ (City and State) _____

Recorded in Name of _____ Present Value \$ _____ Mortgage \$ _____ (Years) _____ (Months) _____

Business Address _____ (No. and Street) _____ What Position _____ (Years) _____ (Months) _____

Name Former Employer _____ (Address) _____ (Years) _____ (Months) _____

Checking Account With _____ (Address) _____

Trade Reference _____ (Name) _____ (No. and Street) _____ (City and State) _____ Highest Credit \$ _____ Open Balance Paid in Full

Trade Reference _____ (Name) _____ (Address) _____ Highest Credit \$ _____ Open Balance Paid in Full

Trade Reference _____ (Name) _____ (Address) _____ Highest Credit \$ _____ Open Balance Paid in Full

Trade Reference _____ (Name) _____ (Address) _____ Highest Credit \$ _____ Open Balance Paid in Full

Trade Reference _____ (Name) _____ (Address) _____ Highest Credit \$ _____ Open Balance Paid in Full

Trade Reference _____ (Name) _____ (Address) _____ Highest Credit \$ _____ Open Balance Paid in Full

Undersigned will pay said note irrespective of any imperfections in the chattels or any breach of alleged representations. You and your assigns are authorized to correct patent errors in said contract and any other papers executed by Undersigned in connection therewith.

Badge Number _____ (Purchaser's Mailing Address) _____ (Give Correct Legal Address) _____ Individual Partnership Corporation

CHECK PROPER BLOCK

(Name of Supervisor) _____ (PURCHASER SIGN HERE)

ASSIGNMENT

_____, 19_____
(City or Town) _____ (State)

FOR VALUE RECEIVED, Undersigned does hereby sell, assign, and transfer to the CENTRAL BANK of MOBILE, Mobile, Alabama, all of its right, title and interest in and to the contract on the reverse side hereof, and the chattels described therein, with power to take legal proceedings in the name of the Undersigned or the Assignee hereinafter mentioned, the Assignee being the company which pays Undersigned the consideration for this assignment. Undersigned jointly and severally warrants that the down payment was made by the Buyer in cash and not its equivalent, and that no part thereof was loaned directly or indirectly by Undersigned to Buyer, that said chattels are free from any and all liens and encumbrances whatsoever, except said contract, that the Buyer was at least 21 years of age at the time of his execution on said contract; and that there is now owing thereon the amounts as set forth therein. Undersigned guarantees the payment of said contract, in strict accordance with its terms.

Upon the breach of any of said warranties, or of said contract, Undersigned will upon demand, purchase said contract and note for the amount owing thereon, plus all costs and expenses paid or incurred by Assignee in respect thereto. All remedies of Assignee shall be cumulative, and not alternative.

(Corporate, Firm or Trade Name of Dealer) _____ (Seal)

W. S. ...
(Owner, Officer or Firm Member) _____ (Seal)

PETBEZE MFG. CO., an
Alabama Corporation
Plaintiff

VS:

C. M. NORTHCUTT,
Defendant

AT LAW

NO. 14021

Plea

FILED
DEC 3 1930
ALICE L. DICK, CLERK
REGISTER

4021

BETBEZE MANUFACTURING COMPANY

PLAINTIFF

VS

C. M. NORTH CUTT

DEFENDANT

MOTION TO SET ASIDE JUDGMENT
BY DEFAULT

FILED

12-12-54

AUDE J. DICK, CLERK
REGISTER

Robertsdale, Alabama

August 27, 1959

Mr. Forest A. Christian, Attorney
for Betbeze Mfgs., Mobile, Alabama
Foley, Alabama

Re: Betbeze Mfg. Company
vs: Mr. C. M. Northcutt
\$637.15

Dear Mr. Christian:

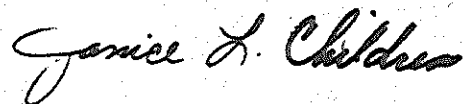
I have come to see you concerning the case mentioned above and I admit I owe every dime of it, but will be unable to pay it until I harvest my first load. I expect to harvest beans the last of September, but it is necessary to run moisture tests and it will probably be the 10th or 15th before I receive my check at which time I will pay this money to your attorney, Forest A. Christian.

Yours very truly,



C. M. NORTECUTT

Witness:



Betzbege

MANUFACTURERS ~~AND~~ DISTRIBUTORS

CUSTOM BUILT
STAKES, VANS
FURNITURE BODIES

3255 Moffat Road Dial GA 6-8641
P. O. Box "G", Crichton Station
MOBILE, ALABAMA

BRADEN WINCHES
HERCULES DUMPS
FABCO DUAL DRIVES

August 25, 1959

DUE TO BETZBEGE MANUFACTURERS-DISTRIBUTORS BY C. M. NORTHCUTT OF
LOXLEY, ALABAMA:

BALANCE, INVOICE S A 4135 and A 4150 for EQUIPMENT	530.96
Costs for Collection Agency	<u>106.19</u>
	\$ 637.15

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT
OF AMOUNTS DUE THE UNDERSIGNED BY C. M. NORTHCUTT OF LOXLEY,
ALABAMA, AND NO PAYMENTS ON THE ABOVE STATED BALANCE HAVE BEEN
RECEIVED.

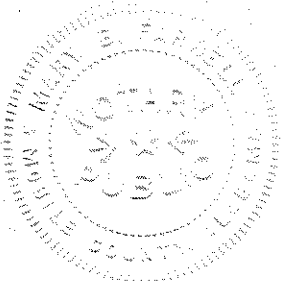
BETZBEGE MANUFACTURERS-DISTRIBUTORS

By

PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25th DAY OF AUGUST, 1959.

Mary B. Farnell
Notary Public, Mobile County, Ala.
My Commission expires Dec. 9, 1961



STATEMENT

3255 MOFFAT ROAD
DIAL GA 6-8641

Betbeze
MANUFACTURERS ——— DISTRIBUTORS

P. O. BOX G
CRICHTON STATION
MOBILE, ALABAMA

G. M. NORTHCUTT

LOXLEY, ALABAMA

(August 25, 1959)

DATE	FOLIO	MEMO	CHARGES	CREDITS	BALANCE
8/14/58-	A 4135		770.76		
8/14/58-	A 4150		770.76		
8/14/59-	A 4217		49.08		1590.60
Interest added to notes					<u>65.74</u>
					1656.34
10/31/58-	Cash			29.09	
10/31/58	"			550.29	
2/11/59	"			346.00	
4/16/59	"			200.00	<u>1125.38</u>
BALANCE DUE BETBEZE MFG-DIST ON EQUIPMENT					530.96
COSTS FOR COLLECTION AGENCY					<u>106.19</u>
					\$ 637.15

Terms: Net; No Discount
Any Account 30 Days Past Due Automatically Becomes C. O. D.

70.402-1
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Received 26 day of Oct 1959
and on 27 day of Oct 1959
served a copy of the within A & C
on C. M. Northcutt

BETBEZE MFG. CO., an Alabama
Corporation,
PLAINTIFF

VS:
C. M. NORTHCUTT,
DEFENDANT

by service on _____
TAYLOR WILKINS, Sheriff
By Edleigh Steadman D. S.

Sheriff claims 52 miles at
Ten Cents per mile Total \$ 5.20
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF

Resinton, Ala.

FILED
OCT 24 1959
ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA