BALDWIN COUNTY BANK, a Corporation,
Plaintiff,:

vs.

W. F. RASPBERRY AND M. P.
FERRELL,
Defendants.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

Comes the Plaintiff in the above styled cause and alleges that the following automobile, to-wit, one Ford Coach, Motor # 2295428, is the property of W. F. Raspberry, a Defendant in the writ of execution issued on the 21st day of July, 1931, and that the said automobile is liable to the satisfaction of the said writ.

ATTORNEYS FOR PLAINTIFF.

Baldwir County Bank A Confinention M. P. Firrell,

Tierdguey 9th/932 TWRielwron West

pure	naser, viz	Year		Make Trade Nam		Type o	f Body ve Tonnage	Model Letter or Number	terms and con- ance of which is Motor No.	- N	anufacturer's Serial No.
	New or Used	of Manufacture				Tudo		A	2295428		
)NE	Used	1929/	Fo		- 1/5		9776	.00 pa	yable at the off	ice of Uni	versal Credit
r \$	110.00			y, leaving a				m 9)	ro month and c	ommencin	g one month
	(liem 8)	inst	alments o	(s. 23.0)	each	on the sam	e day of e	ach successi	rity at the highers attorney's fe	st lawful (	contract rate,
mpa	(Ite)	n 11) or as indicate	d in Sched	lule of Payn	ients below,	with inter	est thereo:	n after matu: - hereunder :	as attorney's fe	es, or if p	rohibited, the
m tr d if	this contract	e placed with	n an atto	rney for coll	lection, 15%	o or the ar	nount day				
AIII)	T TITL SCLLOCK W										•
				4 1/0	- <b>-</b> .	1.0	7 '	Mos. hereaft	er   \$	10 Mc	s. hereaiter
	1 M	o. hereafter	S		3. 11010m11	•	8	Mos. hereaft	er S	11 Mo	s. hereafter
	2 M	os. hereafter	\$	5 Mo	s. nereuitei	0	0	- Mos bereaft	er S	12 Me	s, hereafter
	3 M	os, hereafter	S	6 Mo	s. hereafter	\$	9	MIOS. Hereard	or   other	e accepted su	bject to final pay-
chast the factor of the factor	er and seller, and contract as in de contract as in de cevith.  Time is of the brey, receivership between receivership sention, this contract in any court of my such default the demand (possession of any other phant of the seller, by mall to address er may bid at any mall to address er may bid at any so may be a seller, and the purchaser of mage and depreciate the second of the purchaser of the second of the purchaser of the second of the purchaser of the provided, shall not the right to remove in the second of the	essence of this co- or insolvency be's tet shall be in def- ecord in the Units and the defect of any of on arter default be operty in above c The seller may re below beller may re thereof shall be loss hereby confes- tion of said moto t the seller from p or release the purc newal, extension to accordance by walve the strict p e any legal action is contract. Seller y of such prohibits	remedies intract and instituted as ault and the distates, was licer of the distates, was licer of the self-self-self-self-self-self-self-self-	n the event the ainst the purcha a full amount at further by the issue and law may take i), and for this potor vehicle at the porty, so retaken or without have a mount due; in the amount of Seller shall have turther remedy we ull payment has a tof this contraduction or the condition of the condition and in the amount of the condition and in the condition are the condition and in the condition and in the condition are the condition and in the condition and in the condition are the condition and in the condition and in the condition are the condition and in the condition and in the condition are the condition and in the condition are the condition and in the condition are the condition and in the condition and in the condition are the condition and in the condition and in the condition are the condition and in the condition and in the condition are the condition and in the condition are the condition and in the condition are the condition are the condition and in the condition are the condition and in the condition are the condition and in the condition are th	purchaser definitions of the same and the sa	ulte on any perty, or the sey y become due ces, and contex cession of said research of several per cession of said research of session and a session and a research of session and a research of several cession of the self-research of the sel	ayment or fa- ulter deems h and payable si indigment is property. If pon the prem thout deman oc of sale, ar expenses for to the purc sessesion by s more remedia and any rep or loss, injui at due hereu the seller from yes all homes contract. by the pu	the to comply witnesself insecure; purchaser here ugainst said purched in the city of this contract of the city of this contract of thi	er   S	his contract, the property is torney-at-law due hereunds thereto will be to the contract of th	or a proceeding in a danger of misuses v to appear for uside v to appear for uside v to appear for uside via favor of seller, hout legal process. Seller may take usibility or liability ourchaser, (if given, ler may determine; usding a reasonable v the same with incompensation for a netion shall not someons to the terms purchaser from his any of the remedies. Purchaser incredies Purchaser incredies all, as to said state
VITN	Executed in	(Witness' Signa	10	202	2	BE SURE	<u>Fol</u>		(Scher's Signat	ompany)	Jv Jus
,m+=+*		(Witness' Ad	dress)			TO SIGN IN IN	211	N. Ro	Vel Staller's Address Street	Mobil Town State	Ala.

(Witness' Address)

DEALER'S REPRESENTATIONS, ASSIGNMENT AND GUARANTY

TO UNIVERSAL CREDIT COMPANY.

DEALER'S REPRESENTATIONS, ASSIGNMENT AND GUARANTY

Answer Yes or No

1. Have you any reasons to believe Purchaser violates any laws concerning liquor or narcotics?

1. Was this Purchaser's name ever rejected by any other Finance Company, Bank or Banker?

No

The undersigned certifies that said contract arose from the sale of the within described property, warranting that the title of said property was at the time of sale and is now vested in the undersigned certifies that the statements are true to the notice of the purchaser of said property by the undersigned and that the statements was property to the purchaser of said property by the undersigned and that the statements are the statement form attached hereto are true to the notice otherwise and belief of the undersigned. Undersigned that no part thereof was loaned directly or made by the purchase to be the statement form attached hereto are true to the notice otherwise and belief of the undersigned. Undersigned that no part thereof was loaned directly or made by the purchase to purchase the statement form attached hereto are true to the notice otherwise and belief of the undersigned. Undersigned that no part thereof was loaned directly or made by the purchase to purchase the statement form attached hereto are true to the notice of the purchase above to the purchase of the purchaser in Universal Credit Company to purchase above to the statement of the purchaser in Universal Credit Company to purchase above to only the statement of the purchase of the purchase and expenses in the statement of the purchase of the purchase of the purchase and expenses in the statement of the purchase and expenses in the statement of the purchase and the property covered to company is hereby and the purchase of the purchase and the property covered thereby and expenses in the statement of the purchase of the purchase

A SIGNATURE IS REQUIRED ON EVERY HEAVY LINE

(Seller's Signature)

What to Company)

(Ometal Title, 1's Company)

## GUARANTY (Conditional Sale Contract)

In consideration of the making of the within contract by the seller herein and/or the purchase of this contract by Universal Credit Company, the undersigned does hereby absolutely guarantee payment of all deferred payments as specified herein, and covenants in default of payment of any instalment or performance of any requirement thereof by purchaser, to pay full amount remaining unpaid to Universal Credit Company upon demand, or to the seller upon demand if the seller shall have paid the same to Universal Credit Company, in accordance with the terms of his assignment and guaranty. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit or variation of terms affected by or with the purchaser or any other person interested, and shall arise on default in payment of any instalment or of performance of any requirement by the purchaser, prior legal procedings against the purchaser for collection being expressly waived, and the undersigned hereby authorizes any Attorney at Law to appear for him in any Court of Record in the Universal Credit Company, or in favor of the seller is the seller if the seller shall have paid the same in accordance with the terms of his assignment and guaranty. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands, foreclosure and possessory remedies, and the right to remove any legal action from the court originally acquiring jurisdiction, are hereby expressly waived. The undersigned further expressly waives any and all rights of contribution he may have against the seller guaranteeing this contract, on any payments the undersigned may make in the purchaser's behalf under, or by virtue of this guaranty.

of this guaranty.							
	Witness			<u></u>		Guar	(Scal
e ga jeu sastejstika, ka ki je ki i sa kaki i sakasatan wi k			$\mathcal{P}^{\bullet} = \{ e_{ij} \mid e_{ij} \in \mathcal{P} \mid e_{ij} \in \mathcal{P} \}$		$e_{ij}(x_i, x_j) = e_{ij}(x_j, x_j)$	4	1.00
100	Address		ATTO TO LIBERT PRODUCE	La reference	•••••••••••••••••••••••••••••••••••••••	A	idress
	Witness				7497	Guar	(Scal
	Address	o December 1995 en 199 Personale de la Companya de la Comp		en er en	e da e militare posicio por la companya de la comp de la companya de la companya	************	Idress
	and the	and the state of		ta jette trade	and the state of t	erro de la la	
		9					
			7200				

The State of Alabam	la (	CIRCUIT C	COURT
XXXXXXX County MOBILE	No.	**************************************	Term, 193
To Any Sheriff of the State of Alaban	a, Greeting:	:	a
You are hereby commanded. Tha	t of the goods	s and chattels, lands and te	nements of
W.F.Raspberry and M	.P.Ferre		Defendants,
you cause to be made the sum of One	Hundred I	_	
which Baldwin County Bank	, a corpo	oration	Plaintiffs
recovered of them	on the 8th	day of April	, 193 <u>1</u> , by
the Judgment of our Circuit Court held if			The second of th
Thirteen & 25/1.00			Dollars
costs of suit, and have the same to render	r to the said	Baldwin County Bar	nk, a corporation
and make return of this Writ and the exe			
Interest from		, 193— to date of collec	tion.
Witness my hand, this 21st day of	July		

S.H. Smith

CLERK'S FEES		AMOUNT		SHERIFF'S FEES			AMOUNT	
For every Summons&Complaint\$1 Each copy thereof	30	1	25 60	For Levying an Attachment Entering and Returning Attachm	\$3.00 tent 25			
Entering a Sheriff's Return	-20	January Junes, and the same	20	Summoning Garnishee	1.30			
Docketing	25		25	Serving Summons on Writ 2	1. <b>5</b> 0	3	00	
Entering Appearance	20			Serving Notice Sci. Fa. Notice, et	te. 65			
Filings	10			Serving Subpoenas	65			
Every order made in Court	30			Empanelling Jury	.75	ļį.	e engal se e la	
Copy thereof	25			Entering and Returning Execution	on 25		50	
Every trial with or without Jury	75		75	Collecting Cost Executions	1.50			
Entering up Judgment or copy thereof	30		50	Executing a Writ of Possession	2.50	,		
Issuing Execution	50	1	00	Taking and Approving Bonds	1.00			
Docketing Execution	25			Commissions				
Entering Return on Execution	20		40	and return				
<b></b>	30			Witness Fees			<u> </u>	
-	25			- Victoria Cos		-		
Issuiug each Attachment and	00		umpers and an incomment	RECAPITULATION				
Filing Attachment	10		,	Judgment for	for S	190	00	
Each Summons for Garnishee	50			Interest from 1				
L3	50			Damages				
Commissions to take Depositions or Copy	75			Clerk's Fees		. <b>5</b>	75	
Order to Execute Writ of Inquiry	30			Sheriff's Fees		3	50	
Copy of Interrogatories, 15c per 100 words or	50	1949	To Share	Justice of Peace Fees	ndd o sawlig Nacholigaeth	1.0		
Filing each Deposition and en-	50		1	Witness Fees in Justice of Peace	Court			
	20	100		Constable's Fees				
	15	V-1	00	Commissioner's Fees			-	
	50			Printer's Fees				
Taking Bond not otherwise pro-			1	Witness Fee in Circuit Court	Ì			
	75			Former Clerk's Fees				
	25			Stenographer's Fee	\$5.00			
The superior of the second of	10 50			Trial Tax		3	00	
Contractor of a second	50		}	A A A A CA A CA A CA A CA A CA A CA A	3.00	203	25	

Defendant's Attorney

## COLLECT COST FROM

## THE STATE OF ALABAMA, Baldwin County.

I hereby certify that the within Judgment and Costs in this case are correct, and there was a waiver of exemption as to personal property under the Constitution and Laws of Alabama.

his	day of	193
	(A)	
2	** } ***	
	43	Clerk
	Received in office	
	,	, 193
	-	* F**

Sheriff's Execution Docket, Page

Sheriff's Fee Book, Page

By virtue of the within execution I levied on one Ford Coach Motor # 2295428 as the property of W.F.Raspberry and on August 13th, 1931 bond was given & said car turned over to Universal Credit Co., a corporation, this 13th day of August, 1931.

Sheriff

STATE

THE

within is a true and correct copy the cause of Baldwin County Bank, a serry and M.P.Ferrell.

WH Hand

STATE OF ALABAMA. BALDWIN COUNTY.

Before me, Ida M. Turnbull, a Notary Public in and for said State and County, personally appeared \_\_\_ R. K. LINDSAY as agent of the Universal Credit Company, a corporation, who being duly sworn, deposes and says that the following described personal property, to-wit: One Ford Tudor, Motor No. 2295428, upon which an alias execution from the Circuit Court of Mobile County, Alabama, was issued the 8th day of April, 1931, in favor of the Baldwin County Bank against W. F. Rasberry for the sum of One Hundred Ninety Dollars (\$190.00) and the additional sum of Twelve and 30/100 Dollars (\$12.30) costs in said suit, has been levied by W. R. Stuart, Sheriff of Baldwin County, Alabama, to satisfy the same, is not the property of said W. F. Rasberry, but is the property of the said Universal Credit Company, and that the said Universal Credit Company has a just claim to the property levied on; that the said automobile was sold by Folsom Toulmin Motor Co. to W. F. Rasberry under conditional sales contract dated 4th day of April , 1931 , and in which the title was retained in the seller until paid for in full; that said contract was filed for record in Mobile County, Alabama, and recorded in Miscl. Book 59 , page 396 , and was filed for record in Baldwin County, Alabama, on the 15th day of August, , 1931, which contract was assignod by the said Folsom Toulmin Motor Co. to the said Universal Credit Company, together with the notes securing the same, for value before maturity, and is now the property of the said Universal Credit Company, a corporation.

Sworn to and subscribed before me this the /3tl day of August, 1931.

0-1 900 91

Totary Public, Baldwin County,

labama.

STATE OF ALABAMA.
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that we, UNIVERSAL CREDIT COMPANY, a corporation, and UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation, are held and firmly bound unto BALDWIN COUNTY BANK, a corporation, in the sum of Four Hundred Dollars (\$400.00), for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our successors and assigns.

Sealed with our seals and dated the 15th day of August,

The condition of the above obligation is such, that whereas an execution issued from the Circuit Court of Mobile County, Alabama, on the 8th day of April, 1931, in favor of Baldwin County Bank
against W. F. Rasberry, for the sum of One Hundred Ninety Dollars
(\$190.00) and the additional sum of Twelve and 30/100 Dollars
(\$12.30) cost, has been levied by W. R. Stuart, Sheriff of said
County, upon the following described property, to-wit: One Ford
Tudor, Motor Number 2295428; and whereas the said Universal Credit
Company, a corporation, has made affidavit that it has a just claim
to said property, and upon entering into this bond with sufficient
surety, as required by law, has obtained possession of said property;

Now, if the said Universal Credit Company shall have the said described property forthwoming for the satisfaction of the judgment, if it be found liable therefor, and pay such costs and damages as may be recovered for interposing the said claim for delay, then this obligation to be void, otherwise to remain in full force and effect.

Taken and approved this

137 day of August, 1931.

White Stract Sheriff UNITED ST.

COMPANY.

UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation,

Its agent.