

ASSETS REALIZATION COMPANY,

Plaintiff,

-vs-

W. R. STUART ET AL,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

Now comes the Defendant and demurs to the Complaint on the following grounds:

FIRST:

That said Complaint states no cause of action.

SECOND:

It is not shown that said car was placed beyond the control of the Plaintiff.

THIRD:

It is not shown that Plaintiff could not have secured his car on its demand from the person it is alleged that Sheriff sold the same to.

FOURTH:

It is not alleged that the alleged purchaser from the said Sheriff is withholding said car from the Plaintiff.

FIFTH:

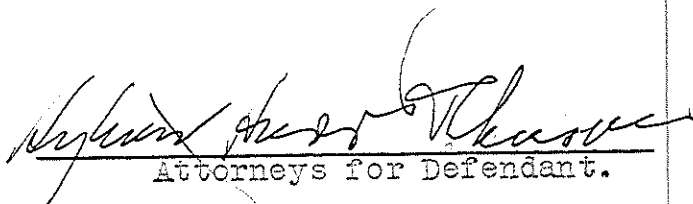
That the Sheriff wrongfully disposed of said car is but a conclusion of the Pleader.

SIXTH:

That no statement of facts is contained in said Complaint as to any damage or delay that the Plaintiff has sustained in and about the use or the possession of said car.

SEVENTH:

It is not alleged that the Plaintiff was in possession of said car at the time of the alleged sale, or that said car was placed beyond the control or the right to take over the immediate possession of the same.


Attorneys for Defendant.

Alvin

No. 9028

THE STATE OF ALABAMA,
Baldwin County

CIRCUIT COURT

Piper Motor Co.

vs. Plaintiffs

Essie E. Kemper

Defendants

CIVIL EXECUTION

Judgment for _____ for \$ 411.67

Interest from _____ 193_____

to _____ 193_____ \$ _____

Damages _____ \$ _____

Costs _____ \$ 11.85

Total _____ \$ 423.52

Civil Fee Book _____ Page 123

Execution Docket 4 Page 61

Filed _____ 193_____

J. W. Ridenour Clerk.

Plaintiff's Attorney.

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.

This 10 day of _____ 193_____

Clerk.

RECEIVED IN OFFICE

File 10 1931

W. R. Stewart Sheriff

Sheriff's Execution Docket, Page _____

Sheriff's Fee Book, Page _____

Clerk's Civil Fee Book, Page _____

Clerk's Civil Execution Docket, Page _____

The State of Alabama }
Baldwin County

By virtue of the within execution, I have, at 11 30 o'clock, _____ M., this

10 day of February 1931, levied on

*one Oakland Sport Coupe Motor No 49016633
As the Property of Essie E. Kemper
and on Feb 14th 1931, I advertised the
above described Property in the Baldwin
Times and posted 3 notices in 3 Public
Places and on March 2nd 1931 I
sold to J. B. Jacobs for \$230.00
the above described Property, he being the
highest bidder and paid for same
the amount less three dollars and
Penture Fee*
*W. R. Stewart
Sheriff Baldwin County*

CONDITIONAL SALE CONTRACT

STATE OF ALABAMA,

County of _____

THIS AGREEMENT OF SALE made and entered into on this, 26 day of Sept 1930 19

by and between the undersigned ASSETS REALIZATION CO., INC. hereinafter called the Vendor,

and Miss Essie Wilkins Raper hereinafter called Purchaser, WITNESSETH:

That Vendor has this day agreed to sell to Purchaser and Purchaser has agreed to buy NEW-USED Motor Car, Truck or Tractor, Trailer, Transmissions and Accessories, hereinafter called Automobile.

MAKE	TYPE OF BODY	MODEL LETTER OR NUMBER	MANUFACTURER'S SERIAL NO.	MOTOR NO.	NO. CY INDRS	TONS CAPACITY	YEAR MODEL	LIST PRICE F. O. B. FACTORY	SELLING PRICE INCLUD. FRT. WAR TAX, ETC.
Oakland	Cab. Coupe		244955	257177					650.00

Including service charges, for the gross sum of _____ Dollars (\$ 692.00)
(Total Cost to Purchaser)

The Purchaser has this day paid to the Vendor Cash \$ _____ Trade in \$ 300.00 Dollars (\$ 300.00)
(First Payment Made)

and the Purchaser agrees to pay to the Vendor, or order _____ Dollars (\$ 392.00)
(Total Balance to be Paid)

balance payable in 8 monthly installments of \$ 49.00 each and _____ monthly installments of \$ _____
Number (Number)

each, each to be evidenced by a promissory note (not as payment, but as evidence of the amounts to become due hereunder) made by the Buyer to the order of the Vendor, bearing even date hereof, and maturing on the due dates of said respective installments. Any extensions or assignments of this Agreement or said note shall not waive any condition herein contained.

Purchaser agrees not to remove said Automobile out of Baldwin County, Alabama, without the written consent of Vendor. Accessories attached to said Automobile shall constitute a part thereof.

It is agreed that the title to said Automobile shall remain in Vendor until entire purchase price has been paid in full, and that suit to recover any amount due hereunder, or judgment rendered for such amount shall not constitute, be, or be held to be a waiver or relinquishment by the Vendor of the title to the Automobile, or of any rights created or retained hereby. Acceptance of any payment or part payment of said indebtedness before or after maturity shall not be a relinquishment or impairment of any rights of the Vendor hereunder, or a waiver of any default, or consent to extend time for payment of the balance.

Purchaser agrees to keep said Automobile and its equipment insured for its full insurable value against loss or damage by fire or theft, with loss payable to Vendor as his interests may appear.

Purchaser agrees to take good care of said Automobile and to keep it in good repair and in good working order, and further agrees that he will not rent said Automobile or use it for hire, or use it to transport or carry any liquors prohibited by law, or otherwise contrary to law.

Purchaser agrees to keep said Automobile free of all liens and incumbrances, and that he will not sell or transfer any interest in said Automobile.

Purchaser agrees that there shall be no abatement in the purchase price on account of any loss, damage or destruction of said Automobile whether due to his fault or not.

Purchaser agrees to promptly pay Vendor a reasonable attorney's fee if it becomes necessary for Vendor to employ an attorney to collect, secure or attempt to collect or secure any of the purchase money notes or to enforce any agreement herein, or in repossessing the car.

Purchaser agrees that in the event the Automobile is damaged by collision or otherwise, any and all such claims for such damages are hereby transferred to Vendor.

Purchaser agrees that the assignee of Vendor shall be entitled to all the rights of Vendor.

It is agreed that if the Purchaser fails to pay any note or instalment, when due, or fails to keep any agreement herein contained or if he has made any misrepresentation in noting the purchase, or if said Automobile is damaged, destroyed, or stolen, the Vendor may at its option, declare all of the indebtedness above mentioned to be immediately due and payable and may take immediate possession of said Automobile wherever found and without process of law, and all rights of the purchaser hereunder in said automobile shall cease and terminate thereupon absolutely, and all previous payments shall be retained by the Vendor as rent for and depreciation of said Automobile.

Vendor may, by suit or otherwise, enforce payment of said note, and no legal proceedings with respect thereto shall be deemed any waiver of said right of Vendor to take possession on default of breach as aforesaid. Upon the Vendor so taking possession of the Car, Vendor may sell the car at public or private sale at any time thereafter without any notice to the Buyer, and said Vendor may become the purchaser thereof, and if the proceeds thereof are insufficient to pay all sums remaining unpaid hereunder and the expense caused by such repossession, removal, reparation, storage, liens and sale, including a reasonable attorney's fee, which fee shall not be less than fifteen per cent. (15%) of the amount due and exigible, incurred in taking possession of said car, or in or about the sale thereof, or in collecting in any manner any sums which may be due and owing hereunder. Buyer agrees to pay any deficiency as damages for use of said property. The waiver or indulgence of any default shall not operate as a waiver of subsequent defaults. Time is of the essence of this agreement.

The remedies herein provided are cumulative, and shall not be construed as depriving Vendor of any other rights given to him by law. No warranties are made by Vendor except that Vendor has good title to the Automobile sold.

Executed on the day and year first hereinabove written.

Witness:

Essie E Raper (Seal)
Purchaser

W. H. Pate

Address
Assets Realization Co Inc (Seal)
Vendor

By W. H. Pate
Secretary

Missie B. Cooper

ASSIGNMENT BY VENDOR

For value received, the within agreement and all right, title and interest of the Vendor therein and thereunder, and to the note and property therein described, are hereby assigned and transferred to

ASSETS REALIZATION CO.

Mobile, Alabama

but not without recourse upon us, it being agreed that the undersigned Vendor will fully protect the assignee in the event of default on the part of the Purchaser.

The undersigned advises that investigation reveals that the buyer has never been convicted of violation of any State or Federal liquor statute.

Signed (Dealer)

By (Owner, Officer, or Firm Member)

This day of 19

ASSIGNMENT BY VENDOR

For value received the within agreement and all right, title and interest of the Vendor therein and thereunder, and to the note and property therein described, are hereby assigned and transferred to

ASSETS REALIZATION CO. Mobile, Alabama. The undersigned advises that investigation reveals that the buyer has never been convicted of violation of any State or Federal liquor statute.

Signed

By (Owner, Officer, or Firm Member)

This day of 19

187, 50
May 60
19
19

(Signed) *Gene Sherman Tompkins*

The undersigned warrants the truth and accuracy of the foregoing information, which is offered for the purpose of obtaining credit from the sources first named herein.

Witness:

Do you believe that you will be in position to meet these notes promptly as they come due?

Remarks:

Terms desired: Cash payment on delivery \$ and notes \$ each payable monthly commencing

Give name of at least two people as reference:

Do you own any Real Estate? If so, is it mortgaged?

Have you ever been convicted for violating the prohibition law?

Number of Dependents: Will car be used for business or pleasure?

Age? Married? Where will car be kept? White or Colored?

Do you anticipate moving? If so give particulars in detail.

Employed by? How long? Income?

Occupation? How long have you lived at present address?

City? County? State?

Name? Street?

Motor No. Serial? Year Model?

Against Car?

Application for Insurance against Fire and Theft also for Credit to be Extended.

(This application is not to be recorded).

ASSETS REALIZATION COMPANY,
A Corporation,

Plaintiff,

-vs-

W. R. STUARE ET AL,

Defendants.

IN THE CIRCUIT COURT--AT LAW

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the Defendant and files this, his plea in said cause, in short, by consent, with leave to give in evidence any defensive matter, and the Plaintiff having leave to give in evidence any matter in rebuttal thereof.

Byrd & Chase
Attorneys for Defendants.

RECORDED
9590
7-415

P L E A.

ASSETS REALIZATION COMPANY,
A Corporation,

Plaintiff,

-VS-

W. R. STUART ET AL,

Defendants.

IN THE CIRCUIT COURT--AT LAW

STATE OF ALABAMA

BALDWIN COUNTY.

Filed February 4th, 1936

Robert L. Stuart
Clerk.

S U M M O N S

STATE OF ALABAMA,
COUNTY OF BALDWIN,

TO ANY SHERIFF OF THE STATE
OF
ALABAMA.

You are hereby commanded to summon W. R. Stuart as Sheriff of Baldwin County, Alabama, and the United States Fidelity and Guaranty Company, a corporation, Defendants, in the Circuit Court of Mobile County, Alabama, at Law, to appear at the Circuit Court to be held for said County at the place of holding the same, to appear and plead, answer or demur within thirty days from service thereof to the Complaint of the Assets Realization Company, Incorporated, a corporation,

Witness my hand this 26 day of January, 1932.

T. W. Beaman
CLERK

C O M P L A I N T

ASSETS REALIZATION COMPANY,
INCORPORATED, a corporation,

PLAINTIFF

-VS-

W. R. Stuart, as Sheriff of
Baldwin County, Alabama, and
UNITED STATES FIDELITY AND
GUARANTY COMPANY, a corporation,

DEFENDANTS

IN THE CIRCUIT COURT

OF

BALDWIN COUNTY,

ALABAMA.

AT LAW

(1) Plaintiff claims of the Defendants, separately and severally to-wit Seven Hundred and Fifty Dollars (\$750.00) damages for that on to-wit February 10, 1931, the Defendant, W. R. Stuart, was the duly elected and qualified Sheriff of Baldwin County, Alabama, and was duly acting as such, and the Defendant, the United States Fidelity and Guaranty Company, a corporation, was a surety on the official bond given by the said W. R. Stuart, as Sheriff of Baldwin County, Alabama, as

aforesaid.

That, on said day and date, the said W. R. Stuart., as Sheriff of Baldwin County, Alabama, acting by himself or through a Deputy Sheriff acting within the scope of his authority, did seize an automobile, the property of the Plaintiff, which car was an Oakland Coupe, Manufacturer's Serial Number A A S 244,935, Motor Number 257177, and the said Sheriff did wrongfully dispose of said car, the property of the said Plaintiff to the damage of the Plaintiff as aforesaid, wherefore this suit.



M. E. FROHLICH, ATTORNEY
FOR PLAINTIFF

THE STATE OF ALABAMA,
Baldwin County.

No. 9590

CIRCUIT COURT

Term, 193

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded, That of the goods and chattels, lands and tenements of
Asa Richardson & a wife Plaintiff in the suit,
you cause to be made the sum of _____ Dollars,
costs of suit, created by said Plaintiff _____, for that, whereas, on the _____ day of
February 1936, the said Plaintiff _____ recovered by the Judgment of the said Circuit Court
of said County, against J. R. Stewart et al Defendant
to the suit, the sum of _____ Dollars,
besides Twenty Nine Dollars and 50/100 Dollars, cost of suit;
upon which Judgment an Execution has been issued and returned by the Sheriff, "No Property Found."

AND HAVE YOU THAT MONEY ready to render to Richard W. Cook
Clerk of said Court, and make return of this Writ and the execution thereof, according to law.

Witness my hand, this 2 day of July 1936
Richard W. Cook Clerk.

CLERK'S FEES	Dollars Cts.		SHERIFF'S FEES	Dollars Cts.	
For every Summons and Complaint <u>11</u> \$1 25	1	25	For Levying an Attachment \$3 00		
Each copy thereof 30		30	Entering and Returning Attachment 25		
Entering a Sheriff's Return 20		20	Summoning Garnishee 1 50		
Docketing 25		25	Serving Summons on Writ 1 50		1 50
Entering Appearance 20		20	Serving Notice Sci. Fa. Notice, etc. 65		
Filing <u>7 R. 2 1/2</u> 10		30	Serving <u>11</u> Subpoenas <u>6 1/2</u> 65		2 60
Every Order made in Court 30		30	Empanelling Jury 75		
Copy thereof 25		25	Entering and Returning Execution 25		25
Every Trial with or without Jury <u>18</u> 75		75	Collecting costs Execution <u>1 50</u> 1 50		1 50
Entering up Judgment or copy thereof <u>10</u> 30		30	Executing a Writ of Possession 2 50		
Issuing Execution 50		50	Taking and Approving Bonds 1 00		
Docketing Execution 25		25	Commissions		
Entering Return on Execution 20		20	Sheriff's Commission for Property Sold		
Issuing Subpoenas <u>2 1/2</u> 30		30	Under Attachment		
Administering Oath 25		25	Seizing Personal Property on Writ of		
Issuing Each Attachment Taking Bond \$1 00		1 00	Detinue 3 00		
Filing Attachment 10		10			4 10
Each Summons for Garnishee 50		50	RECAPITULATION		
Each copy 50		50	Clerk's Fees. <u>11 20</u>		11 20
Notice to Deft. in Garnishee on Summons and copy, per hundred words 20		20	Sheriff's Fees <u>4 10</u>		4 10
Commissions to take Depositions or copy Order to Execute Writ of Inquiry 30		30	Justice's Fees		
Copy of Interrogators, 15c per hundred words, or 50		50	Witness Fees in Justice of Peace Court		
Filing each Deposition and Endorsing same 20		20	Constable's Fees		
Final Record, per hundred words <u>3 75</u> 15		3 75	Commissioner's Fees		
Every Certificate 50		50	Printer's Fees		
Taking Bond not Otherwise Provided for Witness Certificates <u>1 1/2</u> 25		25	Witness Fees in Circuit Court 16 00		16 00
Continuance <u>1 1/2</u> 10		10	Former Clerk's Fee		
Certificate of Judgment 50		50	Stenographer's Fees 5 00		5 00
Order of Publication 1 00		1 00	Trial Tax 3 00		3 00
					393 90

Joe Bonds H
Page 216

943