

The State of Alabama, {
Baldwin County

IN JUSTICE COURT OF

J. B. Gurno

6.60
1.25
5.45

To the Clerk of the Circuit Court of Baldwin County:

I hereby certify that the foregoing is a full, complete, and exact transcript from my docket of the judgment and proceedings in the above cause, and I herewith send to the Clerk of the Circuit Court of Baldwin County, Alabama, all the original and other papers pertaining to said cause.

Given under my hand this 1st day of March 1937

J. B. Gurno

Justice of the Peace.

EVERYTHING MUSICAL SINCE 1842

PHILIP WERLEIN, LTD.

NEW ORLEANS, LA.

Feb. 15, 1932

Foley Loan & Finance Co.,
Foley, Ala.

Attention: Mr. J. J. Farrell

Gentlemen:

We are listing below, Four Combination instruments purchased by the
Glendinning Drug Co.

Sept. 7 - RE-45 #50907
Sept. 21 - RE-45 #61067
Oct. 4 - RE-45 #70460
Oct. 18 - RE-45 #78415

Inasmuch as you failed to give us the model or style number of the instruments you request, we are taking it for granted that these are the ones, and if not - please let us have the style number and we will endeavor to give you the correct serial.

Yours very truly,

PHILIP WERLEIN, Ltd.
Wholesale Dept.

S/L

W. L. Schroeder
W. L. Schroeder

SCHEDULE OF PAYMENTS
Months after date

1 mo. \$ 18.92
2 Mos. \$ 18.92
3 Mos. \$ 18.92
4 Mos. \$ 18.92
5 Mos. \$ 18.92
6 Mos. \$ 18.92
7 Mos. \$ 18.92
8 Mos. \$ 18.92
9 Mos. \$ 18.92
10 Mos. \$ 18.92
11 Mos. \$ 18.92
12 Mos. \$ 18.92

434
Date Feb 2 1935.

Address Robertsdale Ala

\$ 727.04

FOR VALUE RECEIVED, at the time or times stated in the schedule of payments hereon I, we, promise to pay to the order of

Glenburna R. Smith

Robertsdale Ala

dollars, at the office of the Baldwin Trust Company, Inc. Fairhope, Alabama, with interest after maturity at the highest legal contract rate.

This note including all installments thereof of even date herewith identified with conditional sale agreement covering a certain

and certain personal property and equipment thereon. Failure to pay this note, or any of the installments thereof when due shall, at the option of the holder hereof, mature all of said installments then unpaid. In the event that an attorney be employed to collect or attempt to collect this note or any installment thereof by suit or otherwise or to preserve or protect the property described in the aforesaid conditional sale, the parties hereto agree to pay all costs incurred, including a reasonable attorney's fee which shall not be less than 15% of the amount then due, consenting that suit be brought hereon in any county in the state wherein the holder hereof might elect to sue. The parties hereto, whether maker, surety, or indorser, hereby waives presentment, demand, protest and notice of non-payment; and also waive all rights of exemption which they have or may have under the constitution and laws of this or any other State, or of the United States, and the endorsers and sureties hereby agree to extensions of the time of payment hereof without notice to them of such extensions.

Signed

R. B. Henderson
Buyer.

STATE OF ALABAMA,
COUNTY OF BALDWIN.

Selling price \$ _____
Cash paid --- \$ _____
Balance ----- \$ _____

CONDITIONAL SALES CONTRACT

Blanchard Dry Co, the seller, hereby sells and delivers to
T. B. Blanchard, the purchaser, who hereby purchases, sub-
ject to the terms and conditions hereinafter set forth, the following
property, to wit: Consol. Radio & Victorola (Victor)
#45

Delivery of which is hereby acknowledged by the purchaser, at the
total time price of Three Hundred & No dollars,
(\$ 200⁰⁰), payable as follows: Cash on or before delivery, \$100⁰⁰
dollars, (\$ 100⁰⁰), balance in 12 monthly
installments of \$18.92 dollars, (\$ 189.20), as evid-
enced by a promisory note of even date (not as payment, but as
evidence of the amount to become due hereunder) made by the buyer
to the order of the seller.

Title to the said property shall remain in the seller and shall not
pass to the purchaser until the said amounts are paid in full.

In the event the purchaser defaults on any of the above payments or
a proceeding in bankruptcy be instituted against the purchaser, or by
him or her, the full amount then remaining unpaid at the election of
the seller become immediately due and payable.

Purchaser shall pay and keep said property free and clear of all taxes
assessments, landlords liens and other liens and encumbrances, shall
not permit injury or destruction of said property, so far as it is
in the power of the purchaser to prevent. On default made in the
payment of any of the installments or any part of any one of same,
the seller shall have the right to repossess the said property, and
cancel this contract, and to apply all payments made hereunder
prior to such repossession, as rent for said property; for the
purpose of such repossession the seller may enter upon the premises,
where the said property may be and remove same, and thereupon all
rights of the purchaser hereunder in said property and the pay-
ments heretofore shall terminate absolutely. Should the purchaser
transfer his or her interest in this property, or remove same from
the premises upon which the same is located, immediately after
making of this contract, either one or both shall constitute a bre-
ach of this agreement and authorize the seller to cancel this agree-
ment, and retake possession of the said property, unless such trans-
fer or removal be done with the written consent of the seller.

The seller hereby retains the right to cancel this contract on a
violation thereof of the purchaser.

The seller obligates to place the property in the premises
described as follows: T. B. Blanchard's Residence

In witness whereof the parties hereto have set their hands and
seals on this 3rd day of July 1920.

Witnesses:

J. E. Jackson
Seller.

T. B. Blanchard
Purchaser.

The State of Alabama,
Baldwin County

CIRCUIT COURT

No. 73 193..

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon R. B. Glendinning, &
H. H. Henkle.

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 Foley Loan & Finance Co., Per. J. J. Barrell Sec'y.

Witness my hand this _____ day of _____ 193__

J. J. Barrell J.P. Clerk.

COMPLAINT

Foley Loan & Finance Co.
Per. J. J. Barrell Sec'y.

R. B. Glendinning, &

H. H. Henkle.

Plaintiff .. versus .. Defendant..

The plaintiff claims of the defendant the following personal property, to-wit:

One Combination Radio & Victrola (Victor) ZZZZ
RE-45 #70460

with the value of the hire or use thereof during the detention, to-wit:

from Time possessed 1931, to 1932

Ten Dollars.

Foley Loan & Finance Co.
J. J. Barrell Sec'y

Plaintiff's Attorney.

The State of Alabama,
BALDWIN COUNTY

Justices of the Peace Court

July Loan Finance Co.
Ger. J. J. Farrell, Secy.
vs. PLAINIFFS

R. B. Glendinning &
H. H. Henkle
DEFENDANTS

Detinue Summons and Complaint

Filed July 11th, 1932
J. J. Glendinning, Jr. Clerk

Plaintiff's Attorney
Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

J. J. Glendinning, Jr. Clerk.

Defendant lives at

Robertable ab

Received in office

1932
B. B. Glendinning, Jr. Sheriff

I have executed this summons
this 16th day of Feb. 1932
by leaving a copy with

H. H. Henkle,
and by taking
the Radio and
my furniture
B. B. Glendinning, Jr.

Deputy
and left a copy of
the Summons and
Complaint with each
of the Defendants.

Sheriff

Deputy Sheriff

STATE OF ALABAMA,
Baldwin County

Know all men by these presents, That we, Foley Loan & Finance Co. Per. J. J. Farrell
Secty.

J. W. Crosby J. B. Miller

are held and firmly bound unto R. B. Glendinning, & H. H. Henkle of Baldwin

County, in the sum of Two Hundred & 00/100 Dollars, and costs to be paid by the said
Foley Loan & Finance Co. Per. J. J. Farrell, Secty. + heir

heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves, and
each of us, and each of our heirs, executors, administrators, jointly, severally and firmly, by these presents. Sealed
with our seals and dated this 11th day of February 193²

The condition of the above obligation is such that, whereas, the above bound Foley Loan &
Finance Co. Per. J. J. Farrell Secty.

on the day of the date hereof, hath obtained at the suit of R. B. Glendinning, & H. H. Henkle,

a Summons and Complaint for the recovery of personal chattels in specie against

One Combination Radio & Victrola, (Victor) #45

and asks an endorsement by the Justice of the Peace, "That the Constable is required to take the property men-
tioned in said complaint into his possession," as required by law in such cases, which Summons and Complaint are

returnable ^{on} ~~before~~ the 20th day of February 193², and which endorsement
is made upon the plaintiff entering into this Bond.

Now if the said Plaintiff shall fail in this suit, and shall pay the Defendant all such costs and damages as

They

may sustain by reason of the wrongful complaint in said

cause, then this obligation to be void; otherwise to remain in full force and effect.

Approved:

J. J. Farrell J.P.

Foley Loan & Finance Co
J. J. Farrell Secty (L. S.)

J. W. Crosby (L. S.)

J. B. Miller (L. S.)

STATE OF ALABAMA,)
COUNTY OF BALDWIN.)

FOLEY LOAN AND FINANCE COMPANY,)
Plaintiff,)

vs.)

H. H. HENKEL,)
Defendants.)

APPEAL BOND

We, H. H. HENKEL, principal, and W. L. Hammond, James
Amos Garrett and Chas. G. Hails, are bound unto the
FOLEY LOAN AND FINANCE COMPANY in the sum of two hundred dollars
(\$200.00) for the payment of which we, jointly and severally, bind
ourselves, our heirs, executors and administrators, with our seals.
Dated the 23rd day of February, 1932.

The condition of the above obligation is such that on the
20th day of February, 1932, JOHN J. CANUS, Justice of the Peace in
and for said county, rendered judgment in favor of the said FOLEY
LOAN AND FINANCE COMPANY against the said H. H. HENKEL

for the sum of one hundred dollars (\$100.00) debt and
costs, from which judgment the said
H. H. HENKEL has applied for and obtained
an appeal to the next term of the Circuit Court of Baldwin County.

The said H. H. HENKEL shall prosecute said
appeal to effect, and if they fail in said appeal, shall pay such
judgment, both as to debt and costs, as may be rendered against
them in the said Circuit Court of Baldwin County, and in either
of said events, this obligation to be void, otherwise to remain
in full force and effect.

Taken this the 23rd day of February, 1932.

Henry H. Hails (SEAL)

W. L. Hammond (SEAL)

James Ignace (SEAL)

Amos Garrett (SEAL)

Chas. G. Hails

Approved by J. J. Canus, Notary Public with
power of Justice of the Peace.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT OF

No. 9615

Judgment

Term, 193...

Foley Loan & Finance Co.

VS.

R. B. Blending
+ H. H. Jenble

Term, 193..., of the above Court

DEAR SIRS—At the

Plaintiff failed with costs

recovered a judgment against

Dollars,

for the sum of

Dollars, costs of suit and execution

besides was duly issued thereon, commanding any Sheriff of the State that he cause to be made of the goods and chattels, lands and tenements of said

the amount of judgment and costs, and the Sheriff has returned said execution endorsed, "No Property Found," and the costs have not yet been paid. I herewith give below an itemized statement of the costs which have accrued in this cause, and respectfully request that you will, on receipt of this, remit the amount and save the additional expense of an execution against you. If I do not hear from you in a few days I will be forced to issue an execution for costs. Please return this with remittance. Respectfully yours,

M. A. Stone

Clerk.

CLERK'S FEES

Dollars Cts

Issuing Summons and Complaint \$1 25
Copies of same, when over 200 words, 15c; per 100 30
Issuing Alias Summons and Complaint 1 25
Entering Sheriff's Return on Summons and Complaint 20
Docketing Cause 25c. Ent. Appearance 20c 45
Subpoena for Witness 30
Making Certificate of Judgment 50
Filing 5 papers 10
Trial and Incidents 75
Entering Judgment, or copy of same 30
Order for Continuance 10
Issuing Execution 50
Docketing Execution 25
Issuing copy of same 50
Entering Sheriff's Return on Execution, 15c per hundred words 20
Final Record, 15c per hundred words 30
Order for Alias Summons and Complaint 30
Order to Dismiss Cause 30
Order to Set Aside Dismissal 30
Order Overruling Motion to Set Aside Dismissal 75
Order Granting New Trial 30
Order Overruling Motion for New Trial 30
Order Overruling Motion for Continuance 30
Order Overruling Motion to Set Aside Default 30
Order for Notice to Non-Resident Defendant 30
Issuing Notice for Publication and Copy, 20c per hundred words 30
Order to Give Security for Costs 30
Order to Give Additional Bond 30
Order to Execute Writ of Inquiry 30
Order of Sale in Attachment 30
Order for Leave to Amend Complaint 30
Order for Leave to Amend Pleas 30
Order for Leave to Amend Writ of Process 30
Order for Attachment for Witness 10
Filing Deposition 75
Issuing Commission to Take Deposition 75
Issuing copy of same, 15c per 100 words 50
Issuing Copy of Interrogatories, 15c per hundred words, but not less than 10
Endorsing each Pet. Deposition Opened 75
Taking Bond in Garnishment on Summons 50
Summons to Garnishee 50
Copies of same, 20c per hundred words 50
Notice to Defendant in Garnishee on Summons, and copy, 20c per 100 words 10
Swearing Garnishee and Recording Answer, 15c per hundred words but not less than 10
Filing Attachment 1 00
Issuing Attachment Writ and Taking Bond 15
Issuing Copies of Attachment Writ, 15c per hundred words 75
Filing Certiorari and Entering Return 75
Taking Certiorari Bond and Filing Same 75
Issuing Writ of Certiorari 75
Issuing copies of Same, 15c per 100 words 75
Issuing Writ of Scieri Facias or Notice in Nature of 75
Issuing copies of same, 15c per 100 words 75
Taking Supersedeas Bond and filing same 75
Taking Appeal Bond and filing same 75

TOTAL FORWARDED

5 35

AMOUNT BROUGHT FORWARD

Transcript to Supreme Court, 15c per hundred words
Copies, 5c per hundred words
Citation to Appellee in Appeal, 20c per hundred words
Certificate with Seal, 50c. Without Seal 25
Witness Certificate 25
Taking Bond Not Above Mentioned 75
Entering Order of Court not above named 30
Administering Oath 25
Taking Bond for Costs of Non-Resident Plaintiff 75
Copy of any paper not above named, 15c per hundred words
Filing Writ of Prohibition and Entering Return 15
Issuing Writ of Prohibition 75
Issuing copies of same, 15c per 100 words 15
Filing Mandamus and Entering Return 75
Issuing Writ of Mandamus 75
Issuing copies of same, 15c per 100 words 75

SHERIFF'S FEES

Serving and Returning Summons \$1 50
Serving and Returning Subpoenas 65
Collecting Execution for Costs 1 50
Serving and Returning Sci. Fa. Notice, etc. 65
Executing Writ of Possession 2 50
Levying Attachment 3 00
Entering and Returning Attachment 25
Entering and Returning Execution 25
Summoning and Returning Garnishee 1 50
Taking and Approving Garnishee Bond 75
Serving and Returning Writs 1 50
Serving and Returning Summons on Forcible Entry 1 00
Executing Writ of Restitution in such cases 2 00
Taking and Approving Bonds of Every Kind 1 00
Taking and Approving Claim Bond 1 00
Taking and Approving Forthcoming Bond 1 00
Taking and Approving Bail Bond 1 00
Taking and Approving Plaintiff's Detinue Bond 1 00
Taking and Approving Defendant's Detinue Bond 1 00
Making Deed 2 50
Serving Attachment for Contempt of Court 1 50
Collecting Money on Execution 75
Empanelling Jury 75
Sheriff's Commission for Property Sold Under Attachment 3 00
Seizing Personal Property on Writ of Detinue 3 00

RECAPITULATION

Judgment
Interest
Clerk's Fees
Sheriff's Fees
Justice's Fees
Constable's Fees
Witnesses' Fees
Commissioner's Fees
Printer's Fees
Stenographer's Fees
Answer of Garnishee
Trial Tax

Total

28 45

Received Payment this day of

ATTEST:

Clerk Circuit Court, Baldwin County, Ala.

Paid

Ex against Pff -

copy to J. J. Farrell
recd. Foley Loan & Finance Co.

Circuit Court, Baldwin County

No. 96-15

Toley Loan & Finance Co
 VS.
H. B. Glindinning & H. H. Newhall

CIVIL COST BILL

PAID Feb 3 1934

Clerk.

6.60
Shiriff & Justice Kept
 Attorney.

Moore Ptg. Co.

Out fees -