

QUIGLEY'S SPECIALTY CO., INC.,
A Corporation,

Plaintiff,

-VS-

JACKIE B. MAGGERISE,

Defendant.

4479
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

C O M P L A I N T

Count I.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED TWENTY-FIVE and 25/100 (\$125.25) DOLLARS as damages for a breach of contract entered into by her on the 21st day of April, 1960, a copy of which agreement is hereto attached and made a part hereof. And the Plaintiff says that although it has complied with all the provisions on its part, the Defendant has failed to comply with the following provisions, vis: The Defendant has only paid the sum of THREE HUNDRED TWENTY-SEVEN and 05/100 (\$327.05) DOLLARS of the total contract price of FOUR HUNDRED FIFTY-TWO and 30/100 (\$452.30) DOLLARS, leaving a balance of ONE HUNDRED TWENTY-FIVE AND 25/100 (\$125.25) DOLLARS still unpaid.

The Plaintiff further alleges that in said contract and as a part thereof the Defendant did waive all of her rights of exemption under the Constitution and Laws of the State of Alabama as to personal property, and agreed to pay an attorney's fee if said debt was placed in the hands of an attorney for collection or suit which the Plaintiff claims in the further sum of THIRTY-FIVE AND NO/100 (\$35.00) DOLLARS.

Count II.

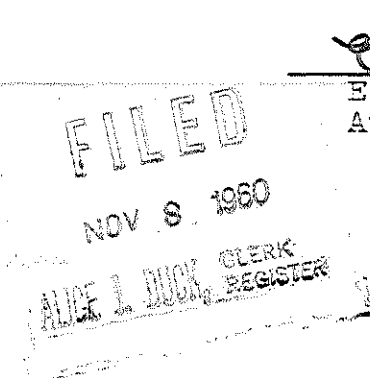
The Plaintiff claims of the Defendant ONE HUNDRED TWENTY-FIVE and 25/100 (\$125.25) DOLLARS due from her for two (2) refrigerators sold by the Plaintiff to the Defendant on the 21st day of April, 1960, which sum of money with the interest thereon is still unpaid.

Count III.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED

Cont's, Complaint, Quigley's
Spec. Co., Inc. vs. Jackie B.
Maggerise.

TWENTY-FIVE and 25/100 (\$125.25) DOLLARS due from her by
account on the 21st day of April, 1960, which sum of money
with interest thereon is still unpaid.



E. G. RICKARBY,
Attorney for Plaintiff.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon JACKIE B. MAGGERISE

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 JACKIE B.

MAGGERISE

_____, Defendant.

by QUIGLEY'S SPECIALTY CO., INC., A Corporation,

_____, Plaintiff.

Witness my hand this

8

day of

Nov

1960

Beisig French, Clerk

No. 14479

Page

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

QUIGLEY'S SPECIALTY CO., INC.,

A Corporation,

Plaintiffs

vs.

JACKIE B. MAGGERISE,

154 School St & hope
Defendants

Summons and Complaint

Filed

FILED

19

NOV 8 1960

Clerk

ALICE V. DUCK, CLERK
REGISTER

E. G. RICKABY

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

154 So. School Street,
Fairhope, Alabama.

Received In Office

11/8, 1960

Sheriff.

I have executed this summons

this 18 Nov 1960

by leaving a copy with

Jackie Maggerise

Sheriff claims 20 miles at

Ten Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY

Garner
DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

W. A. Garner

Deputy Sheriff.

J hope

E. G. RICKARBY

392 FAIRHOPE AVENUE

FAIRHOPE, ALABAMA

October 24, 1960

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

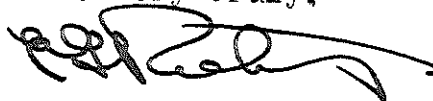
Dear Mrs. Duck:

Re: Quigley's Specialty Co., Inc.
Vs: Jackie B. Maggerise
Our File: 5218

Enclosed find Summons and Complaint in the above styled cause. Please process same.

I am enclosing client's check in the sum of \$20.00 as security for costs. Please deliver this complaint with the enclosed letter to the sheriff.

Yours very truly,



EGR/ts

Encl.

11-7-60

cc: Quigley's Specialty Company, Inc.

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

P. O. BOX 71

December 28, 1960

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Quigley's Specialty Co., Inc.
Vs: Mrs. Jackie Maggerise
Case #4479
Our File: 5218

In this case request you render Judgment by Default for \$166.96, being \$125.25 principal, \$6.68 interest and \$35.00 attorney's fee, with waiver of execution on a promissory note. Promissory note is hereto attached.

Please, also, give me certificate of judgment in this case along with cost bill.

Yours very truly,



EGR/ts
Encl.

cc: Quigley's Specialty Co., Inc.
1/10/61

STATE OF ALABAMA }
COUNTY OF MOBILE }

WA 2-9187.

THIS AGREEMENT between QUIGLEY'S SPECIALTY COMPANY, INC., hereinafter called Seller, and
Mrs Jackie B Maggier, who resides at Pontchar
City of Pt Char, State of Ala, hereinafter called Buyer, WITNESSETH:

The Buyer has received the following property from the Seller:

Number	Size — Type	Make	Article	Serial No.
1-	Used	7 I-122-54-	Frigidair	
1	"	"	"	"

which with all parts added or substituted during the life of this contract, whether because of necessary repairs or otherwise, constitute the property hereinafter referred to as the first described property, which property is not warranted except as to title.

The Buyer agrees to pay for said property the sum of \$ 452.30, of which \$ 272.05 has been paid in cash, \$ _____ has been allowed as trade-in on _____, and the balance of \$ 175.25 is payable in 1 installments of \$ 175.25 each, the first of same being payable on the 1st day of May, 1960, and one of said installments being payable on the same day of each month thereafter until all of said installments have been paid; all of said installments to bear interest at 8% per annum from _____ and to be payable at Seller's place of business in the City of Mobile, Alabama.

All parties to this contract, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay all of the above stated installments and waives as to the debt evidenced hereby all right of exemption under the Constitution and Laws of the State of Alabama, or any other State; and they each severally agree to pay an attorney's fee of twenty-five percent of the amount of the balance of the principal and interest then due if this contract is placed in the hands of an attorney for collection or suit, it being agreed that the minimum attorney's fee is to be \$10.00 if the same be placed in the hands of an attorney, either for collection or for suit, and they hereby waive demand, presentment, protest, and all other requirements necessary to hold them, and consent to any and all extensions of time for payment.

The title to the above described property shall remain wholly in the Seller until the Buyer shall pay the full amount of the purchase price above stated, together with interest and all expenses and charges, including attorney's fees, incurred by the Seller in preserving the Seller's title, or in collecting any part of the Buyer's indebtedness hereunder, or in searching for or retaking said property, all of which the Buyer hereby agrees to pay.

In further consideration of said indebtedness, as security for said debt, without Seller waiving title to said first described property and without waiving any of the provisions of this agreement, the Buyer grants, bargains, sells and delivers to the Seller the following property, hereinafter referred to as the second described property, viz:

Number	Make	Article	Motor No.	Serial No.
Buyer to remain in possession thereof until default.				

It is understood and agreed that no lien which the Seller has against said second described property at common law or under any statute is waived or released by this instrument, but the Seller is empowered hereby either to enforce such lien upon the second described property, or to repossess itself of the first described property and handle same in accordance with its options hereunder, or to foreclose the mortgage herein contained on said second described property, in the event of default in the terms hereof, and the election of either of said remedies shall not be a waiver of the other. It is further agreed that the Seller's remedies hereunder shall be cumulative and that its rights and remedies hereunder may be asserted all at one time or one or more at the time until the full amount due under this contract is paid.

The Buyer agrees that, if he shall fail to pay when and as due any installment of the debt evidenced hereby or any of the special charges herein declared, or shall suffer either said first described property or said second described property to be attached, mortgaged, injured, seized, or held for any lien, or if a petition under any chapter of the Bankruptcy law be filed by, or against, the Buyer, or if the Buyer suffer said property to be removed out of the county in which he now resides as above stated, without the written consent of the Seller, all remaining installments and all other indebtedness hereunder shall, at Seller's option, to be exercised at any time during such default, become due and payable immediately, and Seller may (1), immediately repossess said first described property, with or without legal proceedings, and retain said property as its own free of any further claim on the part of Buyer, and retain all money paid on account of the purchase price as payment of rent for the use of said first described property and as liquidated damages for the depreciation thereof, such repossession being in settlement of the balance due, or the Seller may (2), at its option, instead of repossessing said first described property elect to collect the remaining indebtedness hereafter either amicably or by an action at law. If Seller, after repossession, should sell first described property at either public or private sale, and the proceeds of such sale should be inadequate to pay all remaining installments and all other indebtedness hereunder, there shall be no right of action for the deficiency. Either of aforesaid two options may be exercised without notice to Buyer, and Seller may purchase said property at any public sale hereunder.

Also, in the event of default in any of the terms of this agreement, the Seller is hereby authorized and empowered to take possession of the second described property and advertise and sell the same at public sale to the highest bidder for cash, after giving ten days' notice of the time and place of such sale by posting three public notices in Mobile County, Alabama, said sale to be held either in front of the front door of the Court House of Mobile County, at the place of business of Seller in the City of Mobile, or at the place where said property is found. Seller has the right to choose any one of the above places for said sale and its choice shall be final and binding on Buyer. The proceeds of said sale shall be applied first to the costs and expenses of such sale, including a reasonable attorney's fee, next to the balance due hereunder and the balance, if any, to be paid to the Buyer. It is expressly agreed that Seller may purchase said property at said sale as though it were a stranger to this instrument.

The theft, loss or destruction of, or injury to, either the first described property or the second described property, or both, shall not relieve the Buyer from liability for the full amount of the indebtedness evidenced hereby, with all charges herein mentioned, and nothing herein contained shall release the Buyer from making payment as herein agreed.

The Buyer promises and agrees that neither the first described property nor the second described property will be used in violation of the prohibition or revenue laws, or any other laws of the state of Alabama, of the United States, or any other State, and that he will not transport in same nor use same in transporting, nor permit same to be used in transporting any prohibited liquors, and it is agreed that, if Buyer violates this agreement, all his rights under this contract shall immediately terminate, and the Seller will immediately have the same rights with reference to both items of property herein described, the same as if an installment of the purchase price hereunder had become due and remained unpaid.

The Buyer expressly represents and warrants to the Seller that the said second described property is free of liens and/or incumbrances and that the full legal title to same is vested in him absolutely.

The provisions hereof run in favor of and bind not only the parties hereto, but also their respective heirs, personal representatives, successors and assigns, and wherever the word "Seller" is used herein it is intended to include, and does include, also the Seller's successors and assigns.

Executed this 21st day of April, 1960,
QUIGLEY'S SPECIALTY CO., INC. (Seal)

WITNESSES:
[Signature]
By Mrs Jackie B Maggier (Seal)
Address 1574 School St Fairhope, Ala
Street and Number