

BETBEZE SPRING SERVICE,
INCORPORATED, a Corporation,
doing business as BETBEZE
MANUFACTURERS-DISTRIBUTORS,

Plaintiff,

VS:

E. D. MIDDLETON, also known
as ED MIDDLETON,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NUMBER

4301

COUNT ONE


The Plaintiff claims of the Defendant the sum
of FOUR HUNDRED AND 00/100 (\$400.00) DOLLARS, due from him
by account on, to-wit: the 15th day of July, 1960, which
sum of money, with the interest thereon, is still unpaid.

COUNT TWO

The Plaintiff claims of the Defendant the sum
of FOUR HUNDRED AND 00/100 (\$400.00) DOLLARS, due from him
by account on, to-wit: the 15th day of July, 1960, which
sum of money, with the interest thereon, is still unpaid.

Attached hereto and made a part hereof as fully
as if herein set out is an itemized statement of the account
sued on verified by affidavit of a competent witness for the
Plaintiff.

WHEREFORE, Plaintiff claims judgment against the
Defendant for the total sum of FOUR HUNDRED AND 00/100 (\$400.00)
DOLLARS, with the interest thereon.


WILLIAM L. GREEN, Attorney
for the Plaintiff

ADDRESS OF THE DEFENDANT:

Ed Middleton
Loxley, Alabama

FILED

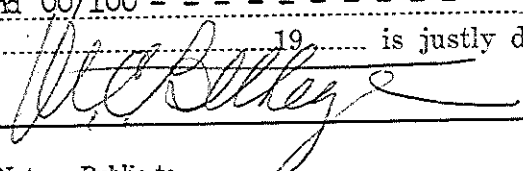
NOV 29 1960

ALICE I. DUCK, CLERK
REGISTER

COUNTY OF MOBILE
STATE OF ALABAMA

SG-188 (13743)

Be it remembered, that on this 16th day of November
A. D., 19 60, personally appeared before me, the undersigned authority,
William C. Betbeze, Sr. known to me
who being duly sworn, upon his oath stated that he is President
of Betbeze Spring Service, Inc. D/B/A Betbeze Manufacturers-Distributors
X { a corporation organized and doing business under the laws of the State of Alabama
and has been duly authorized by said corporation to make this affidavit
a partnership composed of
a sole trader doing business as
and that as such he makes this affidavit; that he is familiar with the books and business of
said Betbeze Manufacturers-Distributors; that the attached account against
Ed Middleton of Loxley, Alabama
is just and correct, within the knowledge of this affiant, that the items thereon stated and com-
posing the said account were sold and delivered to said Ed Middleton
at { its } special instance and request, that credit has been duly given for all payments and
{ their }
{ his }
just and lawful offsets to which said account is entitled as thereon stated, and that the balance
thereof, amounting to the sum of Four Hundred and 00/100 - - - - - Dollars
(\$ 400.00) with interest from 19 is justly due and
remains unpaid.

 X

I hereby certify under my official seal that I am authorized as a Notary Public to
administer oaths under the laws of the State of Alabama
and that the foregoing was subscribed and sworn to before me on the day and year
first above stated.

Mary B. Farnell

Notary Public

County of Mobile State of Alabama
My commission expires December 9, A. D. 1961

STATEMENT

3255 MOFFAT ROAD
DIAL GA 6-8641



P. O. BOX 7066
MOBILE, ALABAMA

MR. ED MIDDLETON
LOXLEY, ALABAMA

NOVEMBER 16, 1960

DATE	FOLIO	MEMO	CHARGES	CREDITS	BALANCE
JUL 5 59 1957		49.41	225.00		225.00 *
FEB 24, 1959		68.08	2,175.00		2,400.00 *
APR 2 "		48.1		100.00	2,300.00 *
APR 30 "		48.5		100.00	2,200.00 *
JUN 30 "		68.1		200.00	2,000.00 *
JUL 30 "		78.1		200.00	1,800.00 *
AUG 12 "		88.2		100.00	1,700.00 *
SEP 16 "		98.4		50.00	1,650.00 *
JUL 10 59		79.2		150.00	1,500.00 *
AUG 7 59		89.2		100.00	1,400.00 *
SEP 11 59		99.2		100.00	1,300.00 *
OCT 19 59		109.4		100.00	1,200.00 *
NOV 12 59		119.2		100.00	1,100.00 *
DEC 10 59		129.2		100.00	1,000.00 *
JAN 11 60		16.02		100.00	900.00 *
FEB 16 60		26.03		100.00	800.00 *
MAR 30 60		36.04		100.00	700.00 *
MAY 30 60		56.01		100.00	600.00 *
MAY 27 60		56.04		100.00	500.00 *
JUL 15 60		76.03		100.00	400.00 *

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

Betbeze

MANUFACTURERS ~~AND~~ DISTRIBUTORS

CUSTOM BUILT
STAKES, VANS
FURNITURE BODIES

3255 Moffat Road, Garden 6-8641
P. O. Box ⁷⁰⁶⁶ ~~7066~~ ~~Chickson Station~~
MOBILE, ALABAMA

BRADEN WINCHES
HERCULES DUMPS
FABCO DUAL DRIVES

February 24, 1958

SOLD TO

Mr. Ed Middleton
Loxley, Alabama

TERMS—NET, NO DISCOUNT — MONTHLY

INVOICE NO. A 6808

YOUR ORDER NO.

OUR ORDER NO.

SALESMAN

DEL. RECEIPT NO. B 10361

HOW SHIPPED

QUANTITY	ITEMS	PRICE	AMOUNT
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To Offset Damages on Kingham Van Trailer
While in Rental Use by you as per agreement

\$ 2,175.00

COPY

STATE OF ALABAMA,)

COUNTY OF MOBILE.)

AGREEMENT OF LEASE between BETEEZE SPRING SERVICE, INC. DBA--BETEEZE
MANUFACTURERS--DISTRIBUTORS OF MOBILE, ALABAMA, (which is herein referred to as

"Lessor"), and E. D. Middleton of Mobile

in the state of Alabama (which is herein referred to as "Lessee");

WITNESSETH

In consideration of the payment to be made to Lessor by Lessee and
the other agreements on the part of Lessee hereinafter set out, Lessor hereby
leases to Lessee, and in consideration of such lease Lessee hereby rents from
Lessor the following described personal property, to-wit:

1 - 30' Trailer-Kingman Produce Van Trailer with ice bunker and blower,
10:00 x 20 tires, equipped with 100 lights, air brakes, turn signals,
mud flaps, loading gear.

Serial Number 26465

upon the following terms and condition:

(1) The term covered by this lease shall embrace the period beginn-
ing on the 6 day of May, 1957 and ending on the 6 day of
July, 1957.

(2) Lessee agrees to pay to Lessor at its office in the City of
Mobile, Alabama, as rental for use of the said property, the following
sums on the following dates:

June 6, 1957	\$225.00
July 6, 1957	\$225.00

(3) Lessee acknowledges that it has received the said property in
good order and condition and it agrees that upon the termination of this lease
(in the event the option hereinafter referred to shall not have been exercised),
whether by expiration of the term covered hereby or by exercise of any of the
options of the Lessor following default hereunder by Lessee, Lessee will return
the said property to Lessor at Mobile, Alabama, in like good order and condition
as at the beginning of the term covered hereby, ordinary use, wear and tear
thereof excepted,

(4) Lessee agrees to take reasonable and proper care of the said
property and to make, at its expense, all necessary repairs and replacements
thereof. So long as Lessee shall not be in default under this lease, it shall
have the right to make any reasonable and lawful use of said property.

(5) In the event Lessee should default in the payment of any of the installments of rent herein agreed to be paid by it or in any of the other agreements herein on its part contained, Lessor shall have the option of terminating this lease by giving to Lessee ten (10) days' notice of its election to terminate the same. Whereupon this lease shall terminate and Lessor shall be entitled to the immediate possession of said property.

(6) Lessor hereby grants to Lessee an option to purchase the said property in its then condition at any time during the term covered by this lease, ~~for the purchase price of~~ for the purchase price of
Three thousand three hundred and 00/100 ***** (\$3300.00) Dollars.

In the event the said option is exercised by Lessee, the said purchase price shall be reduced by the amount of rents theretofore paid hereunder.

(7) Lessor shall not in any case or under any circumstances be liable for any loss, damage, injury or death to any person or property arising from or in any member connected with the condition of or the use or operation of said property. Lessee specifically waives all claims for any such loss, damage, injury or death.

(8) Any notice given hereunder by Lessor to Lessee shall be sufficiently given if made in writing and forwarded by registered mail, postage prepaid, to Lessee at Loxley, Alabama

Any notice given hereunder by Lessee to Lessor shall be sufficiently given if made in writing and served in person on any officer of Lessor or forwarded by registered mail, postage prepaid, to Lessor at 3255 Moffat Road, Mobile, Alabama.

WITNESS the signature and seals of the parties, in triplicate,
this 6 day of May, 1957.

WITNESS:

EETEEZE MANUFACTURERS-DISTRIBUTORS

BY

W. C. Eeteeze, Sr.

ITS President

WITNESS:

LESSEE

E. D. Middleton

BY

E. D. Middleton

Betbeze

MANUFACTURERS  DISTRIBUTORS

CUSTOM BUILT
STAKES, VANS
FURNITURE BODIES

3255 Moffat Road, Garden 6-8641
P. O. Box 7066, Crichton Station
MOBILE, ALABAMA

BRADEN WINCHES
HERCULES DUMPS
FABCO DUAL DRIVES

July 5, 1957

INVOICE NO. A 4941

SOLD TO

Ed Middleton
Doxley, Alabama

YOUR ORDER NO.

OUR ORDER NO.

SALESMAN

DEL. RECEIPT NO. B 8533

HOW SHIPPED

TERMS—NET, NO DISCOUNT

QUANTITY	ITEMS	PRICE	AMOUNT
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Rental on Kingham Trailer

6-6 - 7-6, 1957

\$225.00

COPY

BETBEZE SPRING SERVICE
INCORPORATED, a Corporation,
doing business as BETBEZE
MANUFACTURERS-DISTRIBUTORS,

Plaintiff,

VS

E. D. MIDDLETON, also known
as ED MIDDLETON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NUMBER 4501

Comes now the Defendant in the above styled cause and
for answer to the Plaintiff's Bill of Complaint, and each count
thereof, separately and severally says:

1.

Matters alleged therein are untrue.

WILTERS & BRANTLEY

BY: 
Attorney for the Defendant

Defendant demands a trial by jury.

WILTERS & BRANTLEY

BY: 
Attorney for the Defendant

FILED

DEC 20 1960

ALICE J. DUCK, Register

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 4501

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon E.D. MIDDLETON, also known as ED MIDDLETON

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 E.D. Middleton

also known as Ed Middleton, Defendant

by BETBEZE SPRING SERVECE, Inc. a Corp., d/b/a BETBEZE MANUFACTURERS -DISTRIBUTORS

Plaintiff

Witness my hand this 29 day of November 19 60

Miss J. Clark, Clerk

30-A

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

BETBEZE SPRING SERVICE, Ind. A Corp.

d/b/a BETBEZE MANUFACTURERS-DISTRIBUTORS

Plaintiffs

vs.

E.D. MIDDLETON, also known as

Ed Middleton

Defendants

Summons and Complaint

Filed November 29, 1960

Alice J. Duck

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

11/29, 1960

Sheriff.

I have executed this summons

this 12-6 1960

by leaving a copy with

E.D. Middleton

Sheriff claims

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF.

Taylor Wilkins

Sheriff.

Edleigh Sheadham

Deputy Sheriff.

Loyley, Ala

BETBEZE SPRING SERVICE,
INCORPORATED, a Corporation,
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MANUFACTURERS-DISTRIBUTORS,

Plaintiff,

VS:

E. D. MIDDLETON, also known
as ED MIDDLETON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NUMBER _____

COUNT ONE

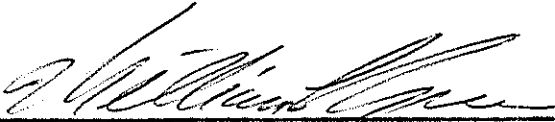
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WHEREFORE, Plaintiff claims judgment against the Defendant for the total sum of FOUR HUNDRED AND 00/100 (\$400.00) DOLLARS, with the interest thereon.


WILLIAM L. GREEN, Attorney
for the Plaintiff

ADDRESS OF THE DEFENDANT:

Ed Middleton
Loxley, Alabama

FILED

NOV 29 1960

ALICE I. DUCK, CLERK
REGISTER

WILLIAM L. GREEN

LAWYER

1009 Van Antwerp Bldg.

HE 8-4638

MOBILE, ALABAMA

P. O. BOX 1048

November 28, 1960

Hon. Alice J. Duck
Clerk, Circuit Court
Baldwin County, Alabama
Bay Minette, Alabama

RE: Betbeze Spring Service, Inc., etc

VS: E. D. Middleton, etc

Dear Mrs. Duck:

I enclose a complaint in the above styled cause
and respectfully request that the same be filed in the
Court.

I further respectfully request that I be notified
when service of process is perfected and of each setting of
the cause.

Please accept my thanks in advance for your
assistance in this matter.

Respectfully yours,


WILLIAM L. GREEN