

JOE H. BRADY and E. J. ORTH
d/b/a JOE H. BRADY and
ASSOCIATES, a partnership

PLAINTIFFS

VS

R. E. WESSLER d/b/a
WESSLER'S GARAGE

DEFENDANT

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 4391


I

The Plaintiff claims of the Defendant FOUR-HUNDRED SIXTY-FOUR and SIXTEEN ONE-HUNDREDTHS (\$464.16) DOLLARS due from him by account on the 17th day of April 1959 which sum together with interest thereon, is still unpaid.

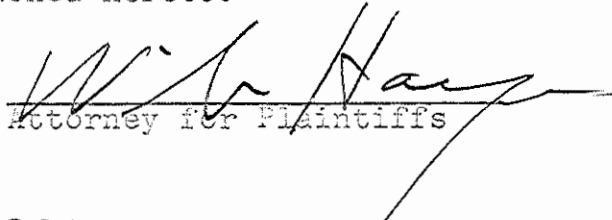
II

The Plaintiff claims of the Defendant FOUR-HUNDRED SIXTY-FOUR and SIXTEEN ONE-HUNDREDTHS (\$464.16) DOLLARS damages ^{for the} ~~which~~ a breach of an agreement, entered into by him on the 20th day of November 1958, a copy of which is attached hereto and by reference made a part hereof as though fully set out herein. And the Plaintiff says that, although he has complied with all of its provisions on his part, the Defendant has failed to comply with the following provisions thereof, viz; that he has failed to pay to Plaintiffs the sum of FOUR-HUNDRED SIXTY-FOUR and SIXTEEN ONE-HUNDREDTHS (\$464.16) DOLLARS for merchandise delivered to him on March 24, 1959, April 16, 1959, April 17, 1959 and May 11, 1959.

Said agreement provides that the Defendant shall pay a reasonable attorney's fee for the collection of any sums due under the said agreement whereof Plaintiffs claims benefit.


Attorney for Plaintiffs

Plaintiffs files by verified itemized statement of account which statement is attached hereto.


Attorney for Plaintiffs

Defendant may be served
at Stapleton, Alabama

MASTER FLOOR PLAN CONDITIONAL SALES CONTRACT

DATE 11-20-58

DEALER:

R. E. Wensler

TO: JOE H. ERADY AND ASSOCIATES

ADDRESS:

Shopton, Ala.

CITY AND STATE: BIRMINGHAM, ALABAMA

The undersigned buyer, desiring to purchase certain equipment, appliances, accessories and other personal property, which for convenience will be hereafter referred to as merchandise, and to receive the possession thereof before payment of the purchase price, does hereby agree as follows:

That any and all merchandise which may be sold or contracted to be sold and delivered by the seller to the buyer from time to time in pursuance of this agreement, shall remain the personal property of the seller, and that title thereto shall not pass by such delivery or otherwise to the buyer until the purchase price for the particular merchandise shall have been fully paid in cash.

The seller shall indicate on each invoice or other memorandum of the transaction that such merchandise is delivered to the buyer subject to this Master Floor Plan Conditional Sales Contract and the buyer agrees that by acceptance of the delivery thereof, such merchandise shall be subject to the terms of this agreement, and that title thereto shall remain in the seller until the purchase price is fully paid.

In the event the buyer fails to pay such purchase price, or any installment thereof, when the same becomes due, then the entire unpaid balance for such merchandise shall, at seller's election, become immediately due and payable and seller shall have the right, without notice, demand or legal process, to take possession of such merchandise, wherever it may be found, and upon retaking of such possession by the seller, all rights of the buyer in the merchandise shall terminate absolutely, and all moneys paid on the purchase price shall belong to the seller. Time is of the essence of this agreement. The seller may, by suit or otherwise, enforce payment of said obligation or repossess said merchandise, and no legal proceedings with respect thereto shall be deemed as a waiver of any right granted hereunder to the seller until the seller shall have received the full payment of such purchase price, or shall have elected to repossess such merchandise, and has actually obtained the same.

The buyer waives all right of exemptions under the Constitution and Laws of the State of Alabama, and of any and all other states, as against the obligation to pay for any and all merchandise obtained from the seller in pursuance of this contract, and further agrees to pay all costs and expenses of collecting or attempting to collect this obligation, including a reasonable attorney's fee.

The rights of the seller in this obligation and in the merchandise may be assigned without notice to the buyer, and when assigned shall be free of any defense, counterclaim or cross complaint. Whenever the word "Seller" is used herein the same means the seller and any assignee of seller, and all rights of seller hereunder shall run to seller's assigns.

No waiver or indulgence granted by seller or assigns shall serve to waive or postpone any other right of seller or assigns hereunder.

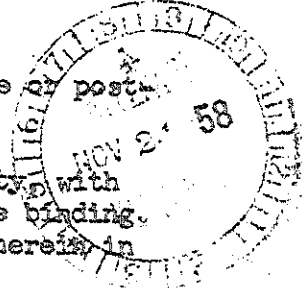
No agreement, past or present, and no guaranty, representation or warranty, with respect to the merchandise, oral or written, express or implied, shall be binding upon the seller or of any assignee of seller unless expressly contained herein in writing duly authorized.

JOE H. ERADY AND ASSOCIATES (SEAL)
(Distributor)

R. E. Wensler (SEAL)
(Dealer Name As Stated Above)

BY C. J. [Signature] (SEAL)

BY _____ (SEAL)



STATEMENT



FORESTRY HARVESTING EQUIPMENT

TELEPHONES
LONG DISTANCE FA 4-3322
LOCAL ALPINE 2-8127

3RD AVENUE AT 31ST STREET SOUTH
BIRMINGHAM 5, ALABAMA

Wessler's Garage
R. E. Wessler
P. O. Box 72
Stapleton, Ala.

DATE	FOLIO	CHARGES	CREDITS	BALANCE
			BALANCE FORWARD	
OPEN ACCOUNT:				
5-11-59	11763	238.11		
Less: Unallocated credit on merchandise returned		<u>106.90-</u>		131.21
FLOOR PLAN:				
3-24-59	9608	432.19		
4-17-59	15461		99.24	<u>332.95</u>
				464.16

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, Bonnie Wakefield, a Notary Public
in and for said County and State, personally appeared _____

E. J. Orth, who, being first sworn, deposes and says:

I am the Partner for Joe H. Brady and
Associate, and I have personal charge of the books and accounts
of same; that the attached account is true and correct; that
the whole and each item thereof is now due and payable, and that
all just and lawful offsets, payments and credits have been
allowed.

JOE H. BRADY & E. J. ORTH, D/B/A
JOE H. BRADY & ASSOCIATES, A PARTNERSHIP

E. J. Orth

Sworn to and subscribed before me on this the 15th
day of August, 1960.

Bonnie Wakefield
Notary Public, Jefferson
County,

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No.-----

-----TERM, 19----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon R. E. Wessler, d/b/a Wessler's Garage

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-----

-----R. E. Wessler, d/b/a Wessler's Garage-----, Defendant---

by Joe E. Brady and E. J. Orth d/b/a Joe E. Brady and Associates a partnership

-----, Plaintiff---

Witness my hand this-----18th-----day of August-----1960

Allice J. Luck, Clerk

No. 4391

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The State of Alabama

Baldwin County

CIRCUIT COURT

JOE H. BRADY and E. J. ORTH, d/b/a

JOE H. BRADY and ASSOCIATES,
a partnership Plaintiffs

vs.

R. E. WESSLER, d/b/a WESSLER'S GARAGE

Defendants

Summons and Complaint

Filed 8-18 19 60

Alice J. Duck

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at _____

Received In Office

8/18 19 60

Sheriff

I have executed this summons

this 30 Aug 19 60

by leaving a copy with

R. E. Wessler

Sheriff claims 22 miles at

Ten Cents per mile Total \$ 2.20

TAYLOR WILKINS, Sheriff

BY

Deputy Sheriff

Taylor Wilkins Sheriff

W. O. Gann Deputy Sheriff

Stapleton