

STATE OF ALABAMA)
BALDWIN COUNTY)

You are hereby commanded to summons W. H. MESEROLL, JR., of Gulf Shores, Alabama, 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, Alabama, at Bay Minette, against the said W. H. MESEROLL, JR., Defendant, by Nelson Radio & Supply Co., Inc., a corporation.

Alice L. Black

[illegible]

CASE NO.

The Plaintiff claims of the Defendant Four Hundred Fifty-eight and 09/100 (\$458.09) Dollars, due from him by account between the Defendant and the Plaintiff, on, to-wit, March 23, 1960, which sum of money, with interest thereon, is still unpaid.

The Plaintiff claims of the Defendant Four Hundred Fifty-eight and 09/100 (\$458.09) Dollars, due from him on account stated between the Plaintiff and the Defendant, on, to-wit, March 23, 1960, which sum of money, with interest thereon, is still unpaid.

The Plaintiff claims of the Defendant Four Hundred Fifty-eight and 09/100 (\$458.09) Dollars, due from Defendant for merchandise, goods and chattels sold by the Plaintiff to the Defendant, on, to-wit, March 23, 1960, which sum of money, with interest thereon, is still unpaid.

Kenneth Cooper
Attorney for Plaintiff

ALICE J. DUCK, Clerk

CASE NO. _____

NELSON RADIO AND SUPPLY CO.,

INC., A Corporation,

Plaintiff,

Vs

W. H. MESEROLL, JR.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

BILL OF COMPLAINT

CONDITIONAL SALES CONTRACT

STATE OF ALABAMA
COUNTY OF MOBILE

Capt. W. H. Meseroll, Jr.

Date August 21, 1959

Nelson Radio & Supply Co., Inc.

hereinafter known as Dealer, and the said Dealer sells to the said Purchaser, for which the PURCHASER PROMISES TO PAY TO THE ORDER OF the said Dealer, the sum of (Total amount as outlined below), upon the terms and conditions herein contained, the following property:

	Description of Property	Model	Serial Number	Price
1	Bendix Skipper	202	59341	349 95
1	Bendix Depth Recorder	DR-19	1207	299 00
3	Crystals (\$600 each)			18 00
				666 95
			Alabama Sales Tax	20 01
			Finance Chg. on Bal.	38 80
			TOTAL PRICE	725 84

PLAN OF PAYMENT

Purchaser, in consideration of the delivery of the above described property, the receipt of which, and the acceptance of delivery thereof, of complete with attachments and equipment thereunto belonging or appertaining, all in good order after thorough examination, is hereby acknowledged, hereby promises to pay to the order of the aforesaid Dealer, his heirs, assigns or successors, as outlined below:

Allowance for

Cash down payment \$ 200.84 and the balance of \$ 525.00 payable in 6 consecutive payments, which shall be \$ 87.50 each, the first payment being due and payable the 20th day of September 1959, except the last payment will be Same and each successive and succeeding payment being due and payable at intervals as outlined above until the entire balance is paid. All payments shall be payable at the place of business of the Dealer, or at the place of business of his Assign in the event this contract is assigned as provided herein.

Title to said chattels shall remain in Dealer until Purchaser has paid in cash all amounts owing hereunder. Said chattels shall remain personal property and not become part of the realty. Purchaser shall take good care of said chattels and shall be responsible for any loss or damage to chattels, including loss by fire, theft or other casualty. Purchaser shall not sell, let, lease or otherwise dispose of or remove said chattels from the above mentioned place without written consent of Dealer. If the Purchaser should fail to pay said indebtedness or any part thereof when due, the Dealer shall have a right, at his or their option, to declare the entire unpaid balance of the purchase price due at once, or the Dealer may, at his option, repossess the said chattel by resorting to court or otherwise; the Purchaser agrees to voluntarily surrender same, and in event the Dealer should repossess said chattel for any reason whatsoever the purchaser agrees to pay all installments which have matured or become due and any amount which may be due under this contract on the date the merchandise is repossessed and in repossessing the merchandise the Dealer shall not be deemed to have waived his, or their, rights, to collect all installments or any amount due or past due on the date the merchandise is repossessed, or if Purchaser should fail to pay said indebtedness or any part thereof when due, plus a reasonable amount as attorney's fee if placed with an attorney for collection, or breach this contract, or if a Receiver of the property of purchaser is appointed, or if a petition under the Bankruptcy Act or any Amendments thereof should be filed by or against Purchaser, the entire unpaid balance hereunder shall at once become due and payable at the election of Dealer, and if Purchaser fails to pay same upon demand, Dealer may without notice of demand, and with or without legal process, enter any premises where said chattels are located and take possession thereof, and retain all monies paid thereon for reasonable use thereof, and Purchaser will pay for any necessary repairs thereon, or Dealer may sell same at public or private sale and apply the net proceeds thereof, after deducting expenses and disbursements paid or incurred by Dealer, to the payment of said note, and interest, and the surplus, if any, shall be paid Purchaser, or in case of a deficiency Purchaser shall pay the same upon demand to Dealer. Dealer may assign this contract without notice to Purchaser, and the word "Dealer" herein includes assigns. This contract shall be considered as having been assigned before maturity of same as assigned at any time before default is made in the plan of payment hereinabove stipulated.

Purchaser further agrees, that in the event repairs become necessary and any charges are made for professional services rendered, including labor and materials incident to the operation of said merchandise, and that in such event this charge shall become a part of this said contract and a part of the balance due under said contract, subject to all the conditions, rights, title and interests of same and subject to all the conditions governing said contract. Excepting only repairs made necessary by parts and material that is proven to be defective, before the expiration of 90 days, which is the limit of our guarantee to the purchaser of the above named merchandise.

DRY BATTERIES. WE DO NOT GUARANTEE DRY BATTERIES FOR ANY TIME PERIOD WHATSOEVER. THE MORE YOU PLAY YOUR RADIO THE MORE OFTEN BATTERY RENEWALS WILL BE NECESSARY.

All of the rights reserved by the Dealer under the terms of this contract are hereby and specially assigned to the Dealer should resort to his rights as provided under any option or provision of this contract, such action shall not be considered as a waiver or forfeiture of his or their rights under any other provision of this contract.

Purchaser waives, by the terms of this contract, all right of exemption under the Constitution and Laws of Alabama or any other State, and agrees to pay all costs of collecting or securing, or attempting to collect or secure the amount due under this contract, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise.

ALL THE TERMS OF THE CONDITIONAL SALE OF SAID CHATTLES ARE EMBODIED HEREIN, AND NO AGREEMENT, GUARANTY, WARRANTY, VERBAL OR WRITTEN, EXPRESSED OR IMPLIED, SHALL LIMIT OR QUALIFY THIS CONTRACT.

This contract shall apply to, inure to the benefit of, and bind the personal representatives, successors or assigns of Dealer and Purchaser. Purchaser acknowledges receipt of a copy of this contract.

IN WITNESS WHEREOF, The parties hereto affix their hands and seals

Capt. W. H. Meseroll, Jr. (SEAL)
PURCHASER

Cruiser Dottie Lou (SEAL)
PURCHASER

P. O. Box 86, Gulf Shores, Alabama.
PURCHASER'S ADDRESS

Nelson Radio & Supply Co., Inc. (SEAL)
DEALER

By *Charles Nelson*
INDIVIDUAL PARTNER OR OFFICER

Salesman

WITNESSES:

J. Burgess

01873 T

CONTRACT 4392

ACCOUNTS REC. LEDGER

CAPT. W. G. MESEROLL, JR.

CRUISER DOTTIE LOU

XXXXXXXXXXXX SAN CARLOS MARINA

XXXXXXXXXXXX

FORT MYRES BEACH, FLORIDA

Cash Downpayment \$200.84

BALANCE \$525.00

Payable in 6 payments

Payments \$87.50 a month

Balance \$87.50 last payment

Due 20th of each month

REMINGTON RAND 22 78 832

SHEET #1

Date	Invoice No.	Debits	Credits	Balance
AUG 21 59	17,128	725.84		.00
AUG 21 59	2315		200.84	725.84 *
SEP 23 59	2,411		87.50	525.00 s
				437.50 s

SEP 24 59	20,978	18.72		456.22 *
NOV 12 59	26,237		NC	456.22 *

MAR 23 60	43,101	1.87	TELEPHONE CALL	458.09 *
				458.09

SUMMONS

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon W. H. Meseroll, Jr., of Gulf Shores, Alabama, to appear and plead, answer or demur, within thirty days from the service hereof, to the Amended Complaint filed in the Circuit Court of Baldwin County, Alabama, at Bay Minette, against the said W. H. Meseroll, Jr., Defendant, by Nelson Radio & Supply Company, Inc.

Witness my hand this 22 day of April, 1961.

W. H. Meseroll, Jr.
Clerk.

NELSON RADIO & SUPPLY)
COMPANY, Inc.,)
Plaintiff,)
Vs)
W. H. MESEROLL, Jr.,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 4405

AMENDED BILL OF COMPLAINT

Comes now the Plaintiff, Nelson Radio and Supply Company, Inc., a Corporation, and amends its Bill of Complaint heretofore filed in this cause by substituting the following Amended Bill of Complaint in lieu of the original Bill of Complaint and counts thereto:

COUNT ONE:

Plaintiff claims of the Defendant SIX HUNDRED TEN AND 78/100 (\$610.78) DOLLARS, for that heretofore on, to-wit, August 21, 1959, the Defendant executed a written Conditional Sales Contract wherein the Defendant agreed to pay Nelson Radio and Supply Co., Inc., the sum of Seven Hundred Twenty-Five and 84/100 Dollars (\$725.84), with Two Hundred Dollars (\$200.00) down payment made on said date, with the remaining Five Hundred and Twenty-Five (\$525.00) Dollars due in monthly payments of Eighty-Seven and 50/100 (\$87.50) Dollars each for six consecutive months, plus interest, of which Plaintiff claims Four Hundred Fifty-Eight and 09/100 (\$458.09) Dollars due and payable. Defendant waived all right to exemption under the Constitution and laws of the State of Alabama, and agreed to pay a reasonable attorney's fee in the event of default, which fee Plaintiff claims in the amount of One Hundred Fifty-Two and 69/100 (\$152.69) Dollars. Plaintiff avers that Defendant breached the written agreement by failure to pay and under the terms of same Plaintiff declares all future payments due and payable, wherefore Plaintiff brings this suit.

WHEREFORE, Plaintiff claims of the Defendant FOUR HUNDRED FIFTY EIGHT and 09/100 (\$458.09) DOLLARS, plus interest, and plus attorney's fees, as aforesaid.

Kenneth Cooper
Kenneth Cooper
Attorney for Plaintiff.

Defendant may be served at:
Boat Pier, Gulf Shores, Ala.
(Operates boat for his father)

Case No. 4405

NELSON RADIO & SUPPLY CO., INC.,

A Corporation,

Plaintiff,

Vs

W. H. MESEROLL, JR.,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

1. Bill of Complaint

2. Amended Complaint

FILED

AUG 25 1960

ALICE J. DUCK, Clerk

KENNETH COOPER

ATTORNEY AT LAW

109 EAST 131 STREET

BAY MINETTE, ALABAMA

Not found
Received 25 day of Aug 1960
d on 2 day of May 1961
erved a copy of the within Bill of Complaint
W. H. Meseroll, Jr.

service on W. H. Meseroll
5-2-61

TAYLOR WILKINS, Sheriff
By J. F. Phillips D. S.
Deputy Sheriff

Sheriff claims 100 miles at

Ten Cents per mile Total \$ 10.00

TAYLOR WILKINS, Sheriff

BY Phillips
DEPUTY SHERIFF

Returned 12 day of Oct 1960
Not found in my county after diligent search and in-
quiry.
Taylor Wilkins, Sheriff
By Phillips
Deputy Sheriff
Not found