

J.E. BALLARD,
PLAINTIFF,
VS.
BOYD VAUGH,
DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN LAW
NO. 4180

COUNT I.

The plaintiff claims of the defendant \$309.97, the balance due by promissory note made by him on the 25th day of July, 1959, and payable in 12 installments of \$33.33 each, the first installment being due on August 25th, 1959, and a like payment on the same day of each month until paid in full, with interest thereon at the rate of 6% per annum. Plaintiff alleges that said note provides that should said defendant fail to pay any installment when due, then the entire balance shall become due and payable.

Plaintiff further alleges that in and by said note, the defendant waived all rights of homestead and exemption under the Laws of the State of Alabama, and plaintiff claims the benefit of such waiver.


Plaintiff further alleges that in and by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event that suit was necessary to secure the same, and plaintiff claims the further and additional sum of \$50.00 as a reasonable attorney's fee in the premises.

COUNT II.

Plaintiff claims of the defendant the following described personal property, to-wit:

1 two-piece red living room suite, 1 #77 3 pc. dark walnut bedroom suite, 1 4/6 Narco Comb., 1 45" kitchen sink, 1 7-pc blue chrome dinette, 1 red nylon rocker,

with the value of hire or use thereof during detention, to-wit: from the 19th day of December, 1959.


Attorney for Plaintiff

FILED
FEB 12 1960
ALICE L. DUCK, CLERK
REGISTER

Detinue Summons and Complaint

Printed by Moore Ptg. Co.

The State of Alabama, }
Baldwin County

CIRCUIT COURT

No. _____

_____ 19____

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon _____

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 _____

Witness my hand this _____ day of _____ 19____

_____, Clerk

COMPLAINT

No. 17-180

Page _____

State of Alabama

Baldwin County

CIRCUIT COURT

J. E. Ballard

Plaintiff__

VS.

Boyd Vaughn

Defendant__

Detinue Summons and Complaint

Filed 2-12, 1960

Deice J. Huck, 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.

Deice J. Huck Clerk

256

Pay To The Order Of
ALICE J. DUCK, Clerk
TAYLOR WILKINS, Sheriff

By _____

Received 12 day of Feb. 1960

and on 24 day of Feb 1960

I served a copy of the within S & C

on Boyd Vaugh

By service on _____

TAYLOR WILKINS, Sheriff

Sherriff claims 70 By Edleigh Strathman D. S.

at _____ per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

By Taylor Wilkins

Executed By attaching

the described property

and turning over to

J. E. Ballard

1- 2 piece red living room

Suit

1- #77.3 piece dark

walnut bedroom suite

1- 1/2 Narco Comb

1- 7 piece blue Chrome

dinette

1- red Nylon rocker

By J. E. Ballard

For made front 3/3/60

By J. E. Ballard

By J. E. Ballard

By J. E. Ballard

By J. E. Ballard

By J. E. Ballard

By J. E. Ballard

By J. E. Ballard

By J. E. Ballard

By J. E. Ballard

By J. E. Ballard

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN LAW No. 4180

J. E. BALLARD,
PLAINTIFF

VS.

BOYD VAUGH,
DEFENDANT

SUMMONS AND COMPLAINT

FILED

Feb 12 1960

ALICE J. DUCK, CLERK
REGISTER

LAW OFFICES OF
J. CONNOR OWENS, JR.
101 COURTHOUSE SQUARE
BAY MINETTE, ALABAMA

The State of Alabama, {
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, J.E. Ballard

and J.B. Hadley and Ray C. Stephens

are held and firmly bound unto Boyd Vaugh

in the sum of Six hundred nineteen and 94/100-(\$619.94) Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this _____ day of February 1960

The condition of the above obligation is such that whereas the said J.E. Ballard

_____ did, on the _____ day of February 1960 sue out of the Circuit Court of Baldwin County a writ of detinue directed to any Sheriff of the State of Alabama commanding him to take into his possession the following property, to-wit: 1 two-piece red living room suite, 1 #77 3 pc. dark walnut bedroom suite, 1 1/6 Narco Comb., 1 45" kitchen sink, 1 7-pc. blue chrome dinette, 1 red nylon rocker.

which said writ was placed in the hands of Taylor Wilkins, Sheriff of Baldwin County, Alabama, on the _____ day of February, 1960, and executed by him on the _____ day of February, 1960, by taking into his possession the following property, to-wit:

as described above herein

And whereas the said Boyd Vaugh, Defendant in said writ, has failed and neglected for the space of five days from the execution of said writ to give bond and take possession of said property as authorized by law.

Now if the said J.E. Ballard upon his failing in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay all damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to remain in full force and effect.

J.E. Ballard (SEAL)
J.B. Hadley (SEAL)
Ray C. Stephens (SEAL)

Taken and approved this 7 day of March 1960
Taylor Wilkins
 Sheriff, Baldwin County, Ala.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Circuit Court, Baldwin County

**REPLEVY BOND
OF PLAINTIFF**

J. E. Ballard

vs.

Boyd Vaugh

4980

Taken and approved this _____

day of _____, 193_____

BALLARD FURNITURE SALVAGE CONDITIONAL SALE CONTRACT (Original)

PH. HE 2-8210 SPANISH FORT

To BOYD VAUGHN
(Corporate, Firm or Trade Name of Dealer)

Name of Purchaser Boyd Vaughn
(Print)

Address 3041 S. 30th Ave. Phoenix, Ariz.

Street Gen. Delivery

Town and State _____

City Seminole State Ala.

Model No.	Year Model	Serial No.	Description of Article	New or Used	Manufacturer	Cash Price
		1-	2 Pc Red L/R Suite	New	Lumberton	138.88
		1-	##77 3Pc Dark Walnut B/BR	"	Standard	79.95
		1	4/6 Narco Comb.	"	National Rose	59.90
		1-	45" Kitchen Sink	"	Southern Household Co.	59.95
		1	7Pc Blue Chrome Dinette	"	Southern Wire	58.88

(1) TOTAL CASH PRICE (Including Tax) \$ 409.49 (1)

(2) Cash \$ 49.49
Trade \$ _____ \$ 49.49 (2)

(3) DEFERRED BALANCE \$ 360.00 (3)

(4) Finance Charges, Recording, Insurance \$ 39.96 (4)

(5) TIME BALANCE \$ 399.96 (5)

payable in 12 installments of \$ 33.33 each, except the final installment which shall be \$ 33.33; the first installment shall be due on August 25th, 19 59, after date hereof, and one of

such remaining installments shall be due on the 25th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

If payments are not made within fifteen days after due date, buyer agrees to pay late charges of 5c per dollar, or fraction thereof, in addition to the installments shown above. Buyer further agrees to pay in addition to the above all collection cost incurred by his failure to pay any installments promptly.

After thorough examination, I hereby buy and accept delivery of the foregoing chattels, to be kept and/or installed at Seminole

Seminole Baldwin Ala. (City or Town) (County) (State) and I will pay you therefor the total time price provided herein.

Title to said chattels shall remain in you until I have paid in cash all amounts owing hereunder. Any extension or assignments of this contract or extensions or negotiations of said note shall not waive any provisions herein contained.

Said chattels shall remain personal property and nothing shall prevent you from removing same, or so much thereof as you in your sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.

I shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of said chattels, nor permit nor suffer any lien, encumbrance or charge against said chattels. The chattels herein referred to shall at all times be at my risk and loss and any loss, injury or destruction of said chattels shall not operate in any manner to release me from payment as herein provided. You or your assigns are hereby authorized to procure and maintain for my (our) account, during the life of this contract, insurance on said chattels of such types, amounts and in such companies as you may deem advisable.

Should the insurance on said chattel be cancelled for any reason whatsoever, and should I fail within five days after being given written notice of such cancellation, to provide substitute insurance of the type and in companies and amounts satisfactory to you or your assigns, the full amount unpaid hereunder, including any note given, may, at your option, become due and payable forthwith and you or your assigns may, without any previous notice or demand of performance, and without legal process, enter my premises where said chattel may be found and take possession thereof, after which you may at your option, make such disposition of said chattel as you shall deem fit, and all payments made by me (us) shall be retained by you as liquidated damages for the use of said chattel while in my (our) possession, and not as a penalty.

Should I fail to pay said indebtedness or any part thereof when due, or breach this contract, or should you feel yourself or said chattels insecure, or if any execution or writ be levied on the chattels described herein or on any of my property, or a receiver thereof is appointed, or if a petition under the Bankruptcy Act or any Amendment thereof should be filed by or against me, the entire unpaid balance shall at once become due and payable at your election, and you may without notice or demand, by process of law or otherwise, take possession of said chattels wherever located, and retain all moneys paid thereon for the reasonable use of said chattels and I will pay for necessary repairs because of damage thereto; or you may sell the same at public or private sale and apply the proceeds, after deducting expenses, liens and a reasonable attorney's fee paid or incurred by you, to the payment of said note and interest, and pay me the surplus, if any, or in case of a deficiency I will pay you the same at once. I waive all claims, damages and demands against you arising out of the repossession, retention, reparation and sale as aforesaid. And in event of a sale of said property at public sale, such sale may be held after having given ten days notice of the time, place and terms of sale by posting written notice in the courthouse of said county, and I hereby waive any requirement that said property be present at the place of sale.

Any action to enforce payment of said note shall not waive any of your rights hereunder. Any indulgence granted me shall not constitute a waiver of any of your rights. Time is the essence of this contract. Any part of this contract may be assigned and/or said note may be negotiated without notice to me and when assigned and/or negotiated shall be free from any defense, counterclaim or cross complaint by me.

This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto.

This contract shall apply to, inure to the benefit of and bind you and my heirs, executors, administrators, successors and assigns, and I acknowledge the receipt of a true copy thereof. Undersigned will pay said note irrespective of any imperfections in the chattels or any breach of alleged representations. You and your assigns are authorized to correct patent errors in said contract and any other papers executed by Undersigned in connection therewith.

Executed this 25th day of July, 19 59

(Purchaser Sign Here) (Seal)

Witness: _____

(Purchaser Sign Here) (Seal)

Witness: _____

Accepted by J E Ballard (Seal)
(Corporate, Firm or Trade Name of Dealer)

(Owner, Officer or Firm Member)

DEALER MUST EXECUTE ASSIGNMENT ON THE REVERSE SIDE HEREOF

ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned hereby sells, assigns, transfers and sets over to the FIRST NATIONAL BANK, BAY MINETTE, ALABAMA, the contract on the reverse side hereof, and all right, title and interest in and to the property therein described, and all rights and remedies under said contract, and the right, either in assignee's own behalf, or in undersigned's name to take all such legal proceedings or otherwise, as undersigned might have taken for this assignment. The undersigned warrants that said instrument is genuine and in all respects what it purports to be, that all statements of fact therein contained are true, that at the time of the execution of the agreement the undersigned had good title to said chattel, and a good right to transfer title thereto; that all parties to the foregoing instrument have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said instrument or render it less valuable; that the down payment made by the purchaser, as stated in the contract was in cash and not its equivalent, unless otherwise mentioned in the contract; and that no part thereof was loaned directly or indirectly by the undersigned or anyone connected with the undersigned to the purchaser. Undersigned guarantees the payment of said contract, in strict accordance with its terms. Upon the breach of any of said warranties, or of said contract, Undersigned will upon demand, purchase said contract and note for the amount owing thereon, plus all costs and expenses paid or incurred by Assignee in respect thereto. All remedies of Assignee shall be cumulative, and not alternative.

(Date)

(State)

(City or Town)

(Corporate, Firm or Trade Name of Dealer)

(Owner, Officer or Firm Member)

(Seal)

(Seal)

STATE OF ALABAMA

Baldwin COUNTY

IN THE CIRCUIT COURT OF

Baldwin COUNTY

Before me, J. Connor Owens, Jr., a Notary Public in and for said County,
 personally appeared J. E. Ballard who being by me
 duly sworn deposes and says that the property sued for in the complaint of J. E. Ballard
 vs. Boyd Vaughn filed in said Court, to-wit:

1 two piece red living room suite; 1 #77 3 pc. dark walnut
 bedroom suite; 1 4/6 Narco Comb.; 1 45" kitchen sink;
 1 7 pc blue chrome dinette; 1 red nylon rocker

belongs to J. E. Ballard, the plaintiff.

Sworn to and subscribed before me this 11

day of February, 19 60.

Notary Public

STATE OF ALABAMA

Baldwin COUNTY

IN THE CIRCUIT COURT OF

Baldwin COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, J. E. Ballard

, Principal, and
 Ray C. Stephens and John B. Hadley, Sureties, are held and
 firmly bound unto Boyd Vaughn, his heirs, executors and admin-
 istrators in the sum of Thirty and no/100 Dollars,
 for the payment of which we jointly and severally bind ourselves, our heirs, executors and adminis-
 trators.

Sealed with our seals and dated the 11 day of February, 19 60.

The condition of the above obligation is such that whereas, the above bound J. E. Ballard

has on the 12th day of
 February, 19 60 sued out a writ of detinue in the Circuit Court of Baldwin
 County, returnable to the said Circuit Court against the said Boyd Vaughn
 for the recovery of the following
 described property, to-wit:

described in affidavit above and
 made a part of this bond

Now, if the said J. E. Ballard shall fail in said suit
 and shall pay to the said Boyd Vaughn, the defendant in
 said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to
 be void, otherwise, to remain in full force and effect.

Taken and approved this 12 day of

Feb, 19 60

Clerk, Circuit Court

(SEAL)

(SEAL)

(SEAL)

No. 4180

THE STATE OF ALABAMA

Baldwin COUNTY

CIRCUIT COURT

J. E. Ballard Plaintiff

vs.

Boyd Vaughn Defendant

Detinue — Affidavit and Bond

Filed this 17 day of Feb, 1960

Alice J. French Clerk

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.

February

TERM, 19 60

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Boyd Vaugh

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 Boyd Vaugh

....., Defendant...

by J. E. Ballard

....., Plaintiff...

Witness my hand this 12 day of February 1960.

A. J. J. J. J., Clerk

Defendant lives at Seminole, Alabama

No. _____ Page _____

The State of Alabama
Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

Defendants

Summons and Complaint

Filed _____ 19____

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

19____

, Sheriff

I have executed this summons

this _____ 19____

by leaving a copy with

Sheriff

Deputy Sheriff