

RAY-BROOKS MACHINERY CO.,
INC., a corporation,

Plaintiff,

Versus

A. C. TALBOT,

Defendant.

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY,

) ALABAMA,

) AT LAW.

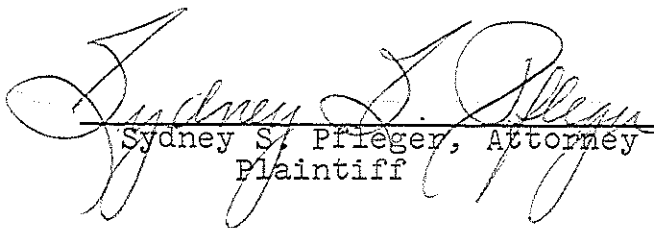
) NO. 4716

COUNT ONE:

Plaintiff claims of the Defendant the following personal property, viz:

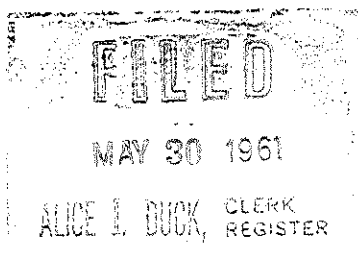
One (1) Marlow 302B Pump Serial No. 3692 with 25'
3" water suction hose with fittings.
Pump Serial No. 238472,

together with the value of the hire or use thereof during the detention, viz; from the 10th day of October, 1960, and a reasonable attorneys fee as provided for in the contract, dated the 23rd day of September, 1960.


Sydney S. Pfieger, Attorney for
Plaintiff

Defendant's address:

Bay Minette, Alabama



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 A. C. TALBOT

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 _____

_____ A. C. TALBOT _____, Defendant.

by RAY BROOKS MACHINERY CO., INC. a corp

_____, Plaintiff.

Witness my hand this 30 day of May 1961

Exp 5-31-61

Wm J. Newk Clerk

No. 4716

Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

RAY *BROOKS MACHINERY COMPANY, INC
a corp

Plaintiffs

vs.

A. C. TALBOT

Defendants

Summons and Complaint

Filed 5-30 1961

Alice J. Duck

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

May 31 1961

_____, Sheriff

I have executed this summons

this 5-31 1961

by leaving a copy with

A. C. Talbot

Ray W. Wilkins Sheriff

W. A. Talbot Deputy Sheriff

OTM

70904

RAY-BROOKS MACHINERY CO., INC.

ORIGINAL FOR
FILING OR RECORDING

CONDITIONAL SALE CONTRACT

This form is subject to State legal requirements.

Dated: September 23, 19 60
(Month, Day)Buyer's Name A. C. Talbot

Street Address _____

City Bay Minette, County of Baldwin, State Alabama

To Ray-Brooks Machinery Co., Inc.

2275 W. Fairview Ave.

Montgomery, Alabama

STATE OF ALABAMA,
BALDWIN COUNTY
I certify that this instrument was filed
and the following tax collected on

SEP 27 1960 8:00 A.M.
Deed \$ 50
Mort. \$ 348
Recorded in 117
Page 536
Judge of Probate

The above-named buyer, meaning all buyers jointly and severally, having been quoted both a time and a cash price, hereby purchases from you, on a time price basis, the following-described personal property, together with all attachments, replacements, substitutions and additions, hereinafter referred to as "equipment":

One Marlow 302B Pump Serial No. 3692 with 25' 3" water suction hose with fittings.
Pump Serial No. 238472

for which buyer agrees to pay you or your assigns \$ 548.94 of which \$ 250.00 has been paid and
(Full Contract Time Price) (Down Payment)

\$ 298.94 as balance of purchase price is payable in _____ successive monthly instalments of
(Balance) (Insert number of months)

\$ _____ each, and one final instalment of \$ 298.94 on October 10, 19 60,
(Amount of each payment) (Month, Day)

and then on a like date of each month thereafter until fully paid.

Interest shall be payable monthly on unpaid balances at the rate of 0 % per annum and after maturity at the highest lawful contract rate. If any note is taken herewith, it shall evidence indebtedness only and not payment. Title to equipment shall remain in you and assigns, irrespective of any retaking and redelivery to buyer, until said balance of purchase price is fully paid in money, when ownership shall pass to buyer. Said equipment shall: remain personal property; not become part of the freehold and be kept at:

No. _____, County of Baldwin, State of Alabama
(Street Address and City)

Buyer agrees: to procure forthwith and maintain fire insurance with extended coverage on the equipment for the full insurable value thereof for the life of this contract plus other insurance thereon in amounts and against such risks as you or assigns may specify, and promptly deliver each policy to you or assigns with a standard long form endorsement attached thereto showing loss payable to you and assigns as respective interests may appear; your acceptance of policies in lesser amounts or risks shall not be a waiver of buyer's foregoing obligations; to pay reasonable attorney's fees for enforcing rights after buyer's default; to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against equipment or this contract, or any accompanying note; to satisfy all liens against the same. Time is the essence; if any of buyer's debt be not paid promptly when due or if equipment be removed or disposed of or encumbered, or whenever you or assigns shall deem equipment or the debt insecure, all unpaid instalments shall become immediately due and payable and buyer agrees to return equipment to you or assigns on demand, and, to the extent permitted by law, you or assigns may without notice or legal process enter any premises where equipment may be and take possession of it and retain all prior payments as partial

compensation for its use, and equipment may be sold with or without notice at private sale or at public sale, with or without having equipment at the sale, at which you or assigns may purchase, and the proceeds thereof, less expenses of retaking, repairing, holding, reselling and reasonable attorney's fees (15% of the unpaid balance, if not prohibited by law), credited upon the amount unpaid and buyer will pay the balance forthwith as liquidated damages for the breach of this contract, any surplus, however, to be paid to buyer.

Waiver of any default shall not be a waiver of any other default; all your rights are cumulative and not alternative. If you assign this contract you shall not be assignee's agent for any purpose; buyer will settle all claims, defenses, set-offs and counter-claims it may have against you, directly with you, and not set up any thereof against your assignee, you hereby agreeing to remain responsible therefor; no waiver or change in this contract, or related note, shall bind such assignee unless in writing signed by one of its officers. Upon full payment of this contract, assignee may deliver all original papers to you for buyer. Buyer waives all exemptions and homestead laws and acknowledges receipt of a true copy hereof.

No oral agreement, guarantee promise, representation or warranty shall be binding.

Witness W. O. Wyatt

Witness A. M. Warrick

(Signature of individual or name of Corporation or Partnership).

By A. C. Talbot

Title _____

ACCEPTED:

RAY-BROOKS MACHINERY CO., INC.

By A. M. Warrick

Title mg.

Signature
of
Buyer

Signature
of
Seller

ORIGINAL FOR
FILING OR RECORDING

SELLER'S ACKNOWLEDGMENT: Fla.

Acknowledgment by Corporation Seller

STATE OF _____, COUNTY OF _____, SS.:

I hereby certify that on this _____ day of _____, 19____, in _____ (place) in said County, before me _____, a Notary Public duly qualified in and for the County of _____

State of _____ personally appeared _____ (Name of Officer who signed), to me personally well known to be the identical person who signed the within and foregoing instrument of writing in his (her) own proper handwriting and well known to me to be and who acknowledged himself (herself) to be the _____ (Title of Officer) of _____

(Name of Corporation) the corporation which executed the same, and produced and delivered the same before me, and who being by me first duly sworn, did say that (s)he is such officer of the aforesaid corporation, the within named seller; and being authorized so to do, executed the foregoing instrument; that (s)he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that (s)he knows the contents of said instrument; that (s)he resides at _____; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said _____ (person) acknowledged that (s)he executed said instrument as his (her) free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him (her) in his (her) said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained and set forth, by signing the name of the corporation by himself (herself) as such officer. Witness my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC in and for _____ County, State of _____

Residing at _____ My commission expires _____, 19____

BUYER'S ACKNOWLEDGMENT: Ala., Miss.

Acknowledgment by Individual or Partnership Buyer

STATE OF _____, COUNTY OF _____, SS.:

I _____, a Notary Public duly qualified in and for said County and State, hereby certify that on this _____ day of _____, 19____, in _____ (place) in said County, before me personally appeared _____

(For Individual Buyer)

to me personally well known as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained and set forth. Given under and witness my hand and official seal the day and year in this certificate first above written.

(For Partnership Buyer)

to me personally well known and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me, who upon being first duly sworn by me, stated that he knows the contents of said instrument and he duly acknowledged to me that he signed, sealed and delivered the same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained and set forth. Given under and witness my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC

NOTARY PUBLIC

Notary Public in and for _____ County, State of _____

Residing at _____ My commission expires _____, 19____

Acknowledgment by Corporation Buyer

STATE OF _____, COUNTY OF _____, SS.:

I _____, a Notary Public duly qualified in and for said County and State, hereby certify that on this _____ day of _____, 19____, in _____ (place) in said County, before me personally appeared _____

(Name of Officer who signed), to me personally well known to be the identical person who signed the within and foregoing instrument of writing in his (her) own proper handwriting and well known to me to be and who acknowledged himself (herself) to be the _____ of _____

the corporation which executed the same, and produced and delivered the same before me, and who, being by me first duly sworn, did say that (s)he is such officer of the aforesaid corporation, the within named buyer; and being authorized so to do, executed the foregoing instrument; that (s)he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that (s)he knows the contents of said instrument; that (s)he resides at _____

; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said _____ (person) acknowledged that (s)he executed said instrument as his (her) free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him (her) in his (her) said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained and set forth, by signing the name of the corporation by himself (herself) as such officer. Witness my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC in and for _____ County, State of _____

Residing at _____ My commission expires _____, 19____

RECEIVED
OCT 11 1960
MAY-BROOKS MACHINERY CO.
MONTGOMERY, ALABAMA

OCT 8 - 1960

2-10
2-11-75
Ray Brooks Machinery Co.
Mobile 3, Ala.

Ray Brooks Machinery Co.
H. C. Daylor.

LAW OFFICES
SYDNEY S. PFLEGER
305 STAPLES-PAKE BUILDING
MOBILE, ALABAMA
PHONE HE 8-4748

September 7, 1961

Mrs. Alice J. Duck
Clerk of Circuit Court
Baldwin County Court House
Bay Minette, Alabama

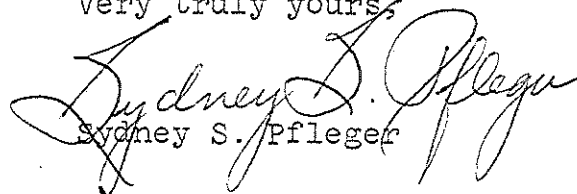
Dear Mrs. Duck:

I would appreciate if you would issue the appropriate writ on the judgment taken in case #4716, Ray-Brooks Machinery Company, Inc., versus A. C. Talbot, and would also appreciate if you would issue an execution in addition to the writ to recover the property for the monetary judgment for the unlawful detention of the property. When the necessary writs are issued and given to the sheriff, I will be glad to have a representative of the plaintiff go with the sheriff to get the property.

I will send the sheriff a copy of this letter in order that he could call collect at GL 7-4512, in order to make an appointment with a representative of the plaintiff.

Your courtesy in the matter is more than appreciated.

Very truly yours,


Sydney S. Pfleger

SSP/mfh

CC: Ray-Brooks Machinery Company
Telegraph Road
Chickasaw, Alabama

Honorable Taylor Wilkins
Sheriff of Baldwin County
Bay Minette, Alabama

LAW OFFICES
SYDNEY S. PFLEGER
305 STAPLES-PAKE BUILDING
MOBILE, ALABAMA
PHONE HE 8-4748

May 29, 1961

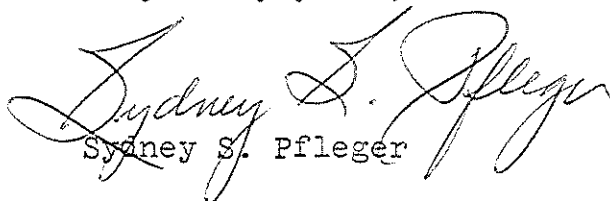
Mrs. Alice J. Duck
Clerk of Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Dear Mrs. Duck:

I would appreciate very much if you would file the
enclosed suit for me.

Your courtesy in the matter is greatly appreciated.

Very truly yours,


Sydney S. Pfleger

SSP/mfh

Enclosure