

INTERSTATE SECURITIES COMPANY, INC. I

A Corporation, I

Plaintiff I

-VS- I

WILLIAM E. JONES, I

Defendant I

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

4776

COUNT ONE:

Plaintiff claims of the Defendant the sum of ONE HUNDRED AND SEVENTY SEVEN and 25/100 (\$177.25) DOLLARS, due from him by account on the 28th day of January, 1961, which sum of money with the interest thereon, is still unpaid.

COUNT TWO:

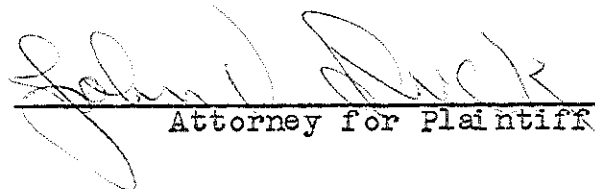
Plaintiff claims of the Defendant the sum of ONE HUNDRED AND SEVENTY SEVEN and 25/100 (\$177.25) DOLLARS, damages, for the breach of a written contract entered into by the defendant on to-wit, the 27th day of May, 1960, by which he promised to pay to Roundtree Equipment Company, the sum of THREE HUNDRED AND SIXTY DOLLARS (\$360.00), commencing on to-wit, the 18th day of July, 1960, by making monthly payments of FIFTEEN (\$15.00) DOLLARS per month or until the full purchase price that hereinabove set out for one Norge Freezer, model Number, AC-20, Serial Number, 15376; said written instrument provided that in the event of a default in the said payments, the entire amount would then become due, and the Plaintiff could seize said freezer and sell the same at a public or private sale, with or without advertisement, with or without notice to the Defendant, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency, Defendant agreed to pay the amount of said deficiency.

Plaintiff further avers that said written instrument, together with all rights thereunder was assigned to it by the said Roundtree Equipment Company, for which a valuable consideration has been paid.

Plaintiff further alleges that the Defendant defaulted in said written instrument in that he failed to make the payments provided for therein, leaving a balance of principal due of ONE HUNDRED AND SEVENTY SEVEN and 25/100, (\$177.25) DOLLARS; that the said freezer mentioned therein was seized and sold for the sum of ONE HUNDRED AND TWENTY-FIVE (\$125.00) DOLLARS, leaving a balance due by the said Defendant of the sum of ONE HUNDRED SEVENTY-SEVEN and 25/100 (\$177.25) DOLLARS.

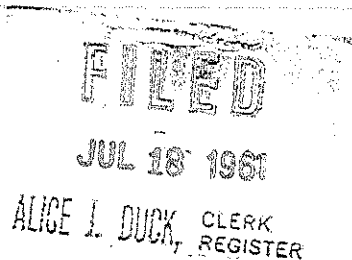
Plaintiff claims the benefit of a waiver of personal property exemption contained in said written instrument.

Plaintiff claims the additional sum of THIRTY-FIVE (\$35.00) DOLLARS as a reasonable Attorney's fee, averring that, THIRTY FIVE (\$35.00) DOLLARS is a reasonable attorney's fee as provided for in said written instrument.

  
Attorney for Plaintiff

Defendant may be served at:

Jones Grocery, Highway 31,  
Spanish Fort, Alabama.

  
FILED  
JUL 18 1961  
ALICE J. DUCK, CLERK  
REGISTER

SUMMONS AND COMPLAINT

Baldwin Times

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 William E. Jones

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 William E. Jones

\_\_\_\_\_, Defendant  
by Interstate Securities Company, Inc.

\_\_\_\_\_, Plaintiff  
Witness my hand this 18 day of July 1961

Alvin J. Duck, Clerk

Est 7-20-61

No. 4776

Page \_\_\_\_\_

**THE STATE OF ALABAMA**  
BALDWIN COUNTY

**CIRCUIT COURT**

INTERSTATE SECURITIES COMPANY

INC.

Plaintiffs

vs.

WILLIAM E. JONES

Defendants

**SUMMONS and COMPLAINT**

Filed \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, Clerk

John V. Duck

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
Jones Grocery, Highway 31  
Spanish Fort, Alabama

RECEIVED IN OFFICE

July 18, 1961

\_\_\_\_\_, Sheriff

I have executed this summons

this 20 July, 1961

by leaving a copy with

William E. Jones

Sheriff claims 44 miles at

Ten Cents per mile Total \$ 4.40  
TAYLOR WILKINS, Sheriff

BY W. O. Sarnes  
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. O. Sarnes Deputy Sheriff

Spanish Fort

JOHN V. DUCK

ATTORNEY AT LAW

FAIRHOPE, ALA.

October 17, 1961

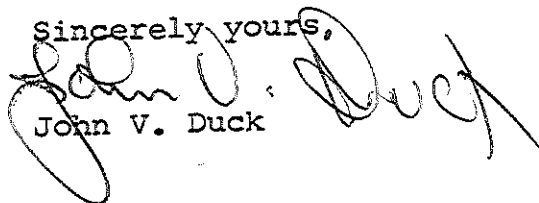
Mrs. Alice J. Duck  
Post Office Box 239  
Bay Minette, Alabama

Re: Interstate Securities Co., Inc.  
a Corporation, V.  
William E. Jones, Defendant

Dear Mrs. Duck,

Enclosed is answer to interrogatories in the above  
styled case.

Sincerely yours,

  
John V. Duck

JVD:ems

Enclosure

INTERSTATE SECURITIES COMPANY,  
INC., a Corporation

Plaintiff

VS

WILLIAM E. JONES

Defendant

IN THE CIRCUIT COURT


BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 4776

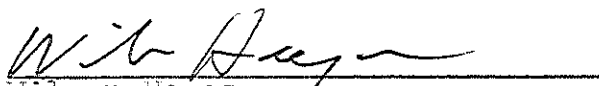
Comes now Defendant by his attorney Wilson Hayes and demurrs Plaintiff's complaint and to each count thereof separately and severally files the following separate and severally demurrers:

1. The complaint fails to state a cause of action.
2. It does not appear in the complaint who seized the said property.
3. It affirmatively appears from the complaint that the amount \$177.25 claimed is not due.
4. It does not appear that the proceeds of the sale of the said freezer were applied to the balance due under the alleged contract.
5. It does not appear from whom the balance of \$177.25 is due.

  
Wilson Hayes  
Attorney for Defendant

Defendant demands trial  
by jury.

Dated this 18th day of  
August, 1961.

  
Wilson Hayes  
Attorney for Defendant

FILED

AUG 18 1961

ALICE J. DUCK, CLERK  
REGISTER

INTERSTATE SECURITIES COMPANY, INC., )	IN THE CIRCUIT COURT OF
A CORPORATION, )	BALDWIN COUNTY, ALABAMA
Plaintiff )	
V. )	AT LAW
WILLIAM E. JONES, )	CASE NO. 4776
Defendant )	

AMENDED BILL OF COMPLAINT

COUNT TWO: Comes now the Plaintiff in the above styled cause and amends count two to read as follows:

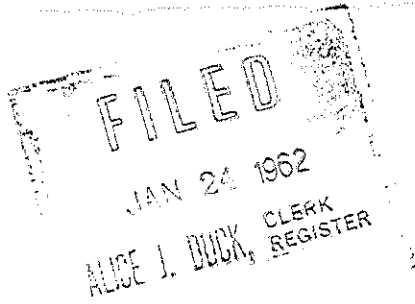
Plaintiff claims of the Defendant the sum of ONE HUNDRED SEVENTY-SEVEN and 25/100 (\$177.25) DOLLARS, damages, for the breach of a written contract entered into by the Defendant on to-wit, the 27th day of May, 1960, by which the Defendant promised to pay to ROUNDTREE EQUIPMENT COMPANY, the sum of THREE HUNDRED AND SIXTY DOLLARS (\$360.00) DOLLARS, commission on to-wit, the 18th day of July, 1960, by making monthly payments of FIFTEEN (\$15.00) DOLLARS per month or until the full purchase price as hereinabove set out for one Norge Freezer, Model No. AC-20, Serial No. 15376; said written instrument provided that in the event of a default, in the said payments, the entire amount would be and become due, and the Plaintiff could seize said freezer and sell the same at public or private sale, with or without advertising, with or without notice to the Defendant, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency, Defendant agreed to pay the amount of said deficiency.

Plaintiff further avers that said written instrument, together with all rights thereunder was assigned to it by the said ROUNDTREE EQUIPMENT COMPANY, for which a valuable consideration has been paid.

Plaintiff further avers that the Defendant defaulted in said written instrument in that he failed to make the payments provided for therein, leaving a balance of principal due of THREE HUNDRED TWO and 25/100 (\$302.25) DOLLARS; that the said freezer mentioned therein was seized and sold for the sum of ONE HUNDRED TWENTY FIVE (\$125.00) DOLLARS, leaving a balance due by the said Defendant of the sum of ONE HUNDRED SEVENTY-SEVEN and 25/100 (\$177.25) DOLLARS.

Plaintiff further avers that in and by the terms of said written instrument, the Defendant promised to pay all costs and expenses of collection, including a reasonable attorney's fee, and the plaintiff claims the further and additional sum of THIRTY FIVE (\$35.00) DOLLARS, as a reasonable attorney's fee, as provided for in said written instrument.

  
Attorney for Plaintiff





INTERSTATE SECURITIES COMPANY, INC. )  
A Corporation, )

Plaintiff )

-VS- )

WILLIAM E. JONES )

Defendant )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW:

CASE NO. 4776

ANSWER TO INTERROGATORIES

Comes now the Plaintiff in the above styled cause and for answer to interrogatories by Defendant's Attorney, files the following:

1. William L. Jones, Manager.
2. Yes.
3. 78 St. Francis Street, Mobile, Alabama.
4. Copy attached.
5. Copy attached.
6. Yes
7. No
8. No
9. 2166 St. Stephens Road, Mobile, Alabama.
10. J. L. Cummings, Representative and Assistant Manager of Interstate Securities Company, Inc.
11. January 10th, 1961.
12. Back to Roundtree Equipment Company.
13. Copy attached.

  
William L. Jones

STATE OF ALABAMA

MOBILE COUNTY

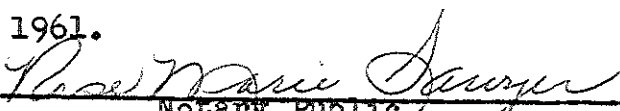
Personally appeared before me, the undersigned authority, WILLIAM L. JONES, who being by me first duly and legally sworn doth depose and say: "The answers and facts contained in the foregoing answer to interrogatories are true and correct to the best of my knowledge and belief."

  
William L. Jones

Sworn to and subscribed before me on

this the 24 day of August,

1961.

  
Notary Public

BRANCH NO. 10162-3 ACCT NO. 10186 NAME Jones, William E. Yvonne WIFE 34 AGE 11

PAYMENT DATE 10th. ADDRESS Rt. 11 Box 156 CITY Daphne, Alabama DEALER CODE NO. 012

DEALER NAME Countess Equipment Company AMT OF CONTRACT \$ 360.00

CASH PRICE \$ 332.80 ADDITION \$ 60.00 AMT OF PAYMENTS \$ 15.00

DATE OF CONTRACT 5-27-60 PAY DATE 24 SALARY 24 PHONE 24

OWNER'S NAME Freezer SELF-EMPLOYED-CROCCERY 24

HIS OCC. Housewife DEF. 291.00 BALANCE 360.00

SEC. CODE 18 W. 9.00 60.00 8-10-62 360.00

DATE OF RECEIPT 5-31-60 24 15.00

DATE	TOTAL AMOUNT PAID	DELINQ. CHARGE	PRINCIPAL	BALANCE
7-18-60	15.00		15.00	345.00
8-27-60	15.00	.75	14.25	330.75
10-20-60	15.00	.75	14.25	316.50
11-2-60	15.00	.75	14.25	302.25
1-20-61	125.00	Sale	125.00	177.25
1-28-61	25.00	REB.	25.00	152.25
1-28-61	152.25	D/R	152.25	.00

**REPOSSESSION**

Date 1-11-60 Item 1. FREEZER

How Repo'd Vol. Location Daphne, Ala.

Sold To Countess Equip Co.

Buyer Countess Equip Co.

Amt. 125.00

Date & Terms of Settlement

Date of Judgment

Down Payment Cash \$

Goods Tied In

Tied In \$

Ins. Prem. Financed \$

Non Recourse ☐ Recourse ☐ Repurchase ☐

WILLIAM E. JONES - RT-1-DAPHNEY ALABAMA 150	Time Balance Payable to 7/4	Monthly Installment 75.00	Acct.
	Time Balance and Interest \$ 360.00	Rate of This Note 5/27/60	
First Payment Due 7-10-60	Where Same Due of Each Month	First Payment Due 6/16/62	

agrees to sell and the Buyers agree to buy the following described merchandise or personal property, hereinafter called merchandise, subject to the terms and conditions set forth hereunder. For value received, Buyers (being the undersigned) jointly and severally promise to pay to the order of Seller or his assignee at his or her office the time balance and amount of this note payable in the number of installments, in the amounts, at the times, beginning on the indicated date, and continuing thereafter as above set forth. Buyers acknowledge receipt of merchandise in good condition. The caption hereof is part of this note. Each installment delinquent more than 10 days shall bear one delinquency charge of 5% of the installment or \$5.00, whichever is less. In the event that such delinquency charge is not paid within the law of any state, then each delinquent installment shall bear interest at the highest lawful rate from the date to the respective maturity. In the event that the note shall not be paid in full when it is due, the Buyers agree to pay all costs and expenses of collection including reasonable attorney's fees if such are prohibited by law. Buyers and all endorser do severally waive presentment, demand, protest, and notice of protest and non-payment hereof and do hereby consent to assignment of this note or other maturity.

DESCRIPTION OF MERCHANDISE—GIVE MAKE OR TRADE NAME	NEW/USED	MODEL	SERIAL NO.	CASH PRICE
NORGE FREEZER	NEW	AL 10	15375	332.50

to merchandise shall not pass to Buyers until all sums under this note and contract are paid in full. Buyers shall retain possession of all times of merchandise, keep the same in good condition, free of all taxes, liens, and encumbrances, insured against loss or shall permit Seller or his assignee at Buyers' expense to so insure. Buyers shall not pledge nor sell the same, shall not remove or permit its removal from its present location. Upon default in the payment hereof or upon the breach of any condition contained herein or if Seller or his assignee shall determine merchandise, himself or themselves remove, the entire unpaid balance at the option of the Seller or his assignee becomes immediately due and payable and Seller or his assignee shall deliver possession of the merchandise to Seller or his assignee upon demand and authorize Seller or his assignee and his or their agents to enter the premises where the merchandise may be found and may remove the same therefrom. Seller or his assignee may retain all payments made hereunder as compensation for use of merchandise. Seller or his assignee may at his or their option sell merchandise at public or private auction with or without notice and deducting the expenses and costs of collection including reasonable attorney's fee will credit the net proceeds to the unpaid balance hereof. In construing this note and contract the gender and number of words may be changed to meet the context. Buyers shall receive any overplus arising from said sale. If there is a deficiency Buyers will agree to pay the same on demand. Any provision hereof prohibited by the law of any state shall as to such state be ineffective to the extent of such prohibition and no such provision shall invalidate the remaining provisions hereof.

1 CASH SALE PRICE	332.50
(Cash selling price includes accessories and tax.)	
2 DOWN PAYMENT	2.50
Cash	
Trade in	
(Describe)	
Total Down Payment	2.50
3 UNPAID BALANCE	330.00
(1 minus 2)	
4 OFFICIAL FEES	
5 INSURANCE SPECIFY:	
for a term of	months.
6 FINANCIAL CHARGE OR TIME PRICE DIFFERENTIAL	36.00
7 TIME BALANCE	
(Add 3, 4, 5 & 6)	36.00
8 TIME SALE PRICE	
(2 plus 7)	

NOTE TO BUYER. 1. Do not sign this before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the paper you sign. 3. You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price.

**EQUIPMENT CO.**

2166 ST. STEPHENS ROAD

MOBILE, ALABAMA

(INDIVIDUAL, PARTNER, OR OFFICER)

Signed William E. Jones  
PURCHASER - MAKER - MORTGAGOR

Signed \_\_\_\_\_  
PURCHASER - MAKER - MORTGAGOR

Witness Bessie M. Jones on 5/27/60

2166 St Stephens Road  
Mobile, Ala

## WILLIAMS'S ASSIGNMENT

For value received the undersigned does hereby sell, assign and transfer to Interstate Securities Company hereinafter referred to as assignee, all of his, its, or their title and interest in and to the within promissory note and conditional sales contract, hereinafter as contract, and authorizes said assignee to collect and discharge the same. The undersigned warrants that said contract is genuine and that the statements made therein are true; that the parties to said contract have the capacity to contract; that the time balance set out on the reverse side represents partial consideration for a time sale of merchandise which has been delivered. If any warranty shall be untrue, the undersigned agrees to repurchase said contract for the unpaid balance due, thereon plus all costs and expenses incurred by the assignee upon assignee's demand.

WITHOUT RECOURSE

The foregoing equipment is made without reserve except as to the  
insurance hereinafter expressed. **BOUNTREE EQUIPMENT CO.**

2166 ST. STEPHENS ROAD

# WORLD ALBAMA

**STYLING**

St. F. Penner owner

**SYSTEMS-ANALYSIS**

The undersigned guarantees unconditionally, the payment and prompt and full performance of all the terms and conditions of the within promissory note and conditional sales contract.

**SELLER**

By

### ACKNOWLEDGMENT BY BUYER

NAME OF  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_  
Sayer, to me known to be the person or persons who executed the within  
instrument, and acknowledged that he, she or they executed the same as his, her, or their free act and deed.

WITNESS my hand and Notarial Seal the day and year in this certificate first above written.

### My Computer Exports

## References

RECORD OF SALE

To: Interstate Amusement Company (Seller)  
City St. Francis, Missouri  
State Missouri

Date Jan 21, 1934  
Re: Acc. No. 10000  
Name James L. B.

This is to acknowledge that the undersigned purchased

For the sum of. . . . . \$ 125.00  
Tax . . . . . \$ 0.00  
TOTAL CASH PRICE \$ 125.00

The following described goods and chattels:

One dark blue cloth top car, Model #15 30 Ser. #15376

Approved and accepted.

Interstate Amusement Company  
Name of Company.

By

W. L. Jones  
W. L. Jones, Mgr.

Receipt of a copy of this agreement  
is hereby acknowledged.

Signature

W. L. Jones  
Buyer  
Address 1000 1/2 Old Shell Rd.  
City & State Mobile, Ala.

INTERSTATE SECURITIES COMPANY,  
INC., a Corporation

Plaintiff

VS

WILLIAM E. JONES

Defendant

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

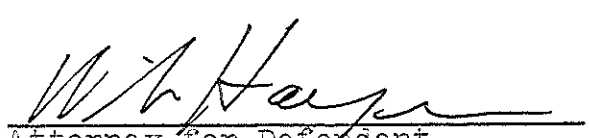
AT LAW

NUMBER: 4776

.-.-.-.

Comes now the Defendant and files the following Interrogatories to the Plaintiff, Interstate Securities Company, Inc., a Corporation:

1. What is your name, address and position with Plaintiff?
2. Is the Interstate Securities Company, Inc., a corporation an Alabama corporation?
3. What is the address of the corporation?
4. Please attach a copy of the account upon which this suit is based.
5. Please attach a copy of the contract upon which this suit is based together with the assignment of the said contract.
6. Are you the owner of the contract?
7. Has the contract been re-assigned to Roundtree Equipment Company?
8. Is the Roundtree Equipment Company a corporation?
9. What is the address of the Roundtree Equipment Company?
10. By whom was the freezer mentioned in the complaint seized?
11. On what day was it seized?
12. To whom was the freezer sold at \$125.00.
13. Please attach a copy of the contract of sale or other instrument under which the said sale of \$125.00 was sold showing all transactions thereon, to date.

  
Attorney for Defendant

STATE OF ALABAMA

BALDWIN COUNTY

Before me Ruth K. Howell, a Notary Public  
in and for said County in said State, personally appeared  
Wilson Hayes, known to me, who being first duly sworn, deposes  
~~and says that he is of counsel for the Defendant in the above~~  
styled cause; that the answers to the foregoing interrogatories  
truthfully made will be material evidence for the Defendant  
in the trial of said cause.

Wilson Hayes

Sworn to and subscribed before me on this the 18th  
day of August, 1961.

Ruth K. Howell  
Notary Public, Baldwin Co., Ala.

FILED

AUG 18 1961

ALICE I. DUCK, CLERK  
REGISTER

John V. Duck has  
hereby accepted  
service this 21st of  
Aug 1961.

signed  
Alice J. Duck  
Clerk

ALICE J. DUCK,  
CLERK,  
REGISTER.

AUG 31 1961

FILED

ALICE J. DUCK,  
CLERK,  
REGISTER.

AUG 18 1961

FILED

4776