

AUBREY W. CRAIG d/b/a
WESTERN AUTO ASSOCIATE
STORE,

Plaintiff,

VS.

OPAL STEED,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

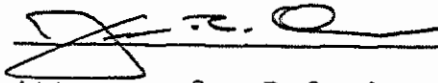
AT LAW

NO. 5285


PLEA

Now comes the Defendant in the above styled cause and
for plea to the complaint heretofore filed in this cause and to
each count thereof separately and severally says:

1. The allegations of the complaint untrue.


Attorney for Defendant

Defendant demands trial by
Jury of said cause.


Attorney for Defendant

FILED

SEP 25 1962

ALICE L. DUCK, CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Opal Steed 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 same, then and there to answer the complaint of Aubrey W. Craig d/b/a Western Auto Associate Store, a corporation.

Witness my hand, this the 22 day of September, 1962.

Beirne J. Creek
CLERK

AUBREY W. CRAIG d/b/a
WESTERN AUTO ASSOCIATE
STORE, a corporation.

Plaintiff

VS

OPAL STEED

Defendant

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 5285

I

Plaintiff claims of Defendant ONE-HUNDRED, FIFTY-FOUR and FORTY-TWO ONE-HUNDREDTHS (\$154.42) DOLLARS, due from her by account on the 9th day of March, 1962 which sum of money with interest thereon, is still unpaid.

II

Plaintiff claims of the Defendant ONE-HUNDRED, FIFTY-FOUR and FORTY-TWO ONE-HUNDREDTHS (\$154.42) DOLLARS, due by promissory note made by her on the 9th day of March, 1962 and payable on the 24th day of March, 1962 with interest thereon.

The note contains provision for a reasonable attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

III

Plaintiff claims of Defendant ONE-HUNDRED, FIFTY-FOUR and FORTY-TWO ONE-HUNDREDTHS (\$154.42) DOLLARS, as balance due on a conditional sales contract dated March 9, 1962 for the purchase of personal property, to-wit: a refrigerator-freezer. The said contract provided for an installment of \$1.79 on March 24, 1962 and weekly installments of \$3.75 beginning March 31,

1962.

The said contract further provided that upon default in any of such payment Plaintiff might declare due the balance of such contract. Said contract further provided that upon default Plaintiff might retake possession of the said merchandise, sell the same at private sale without notice, apply the proceeds and expenses of said sale to the sum due by Defendant under the said contract, and that Defendant should pay the balance, if any.

Plaintiff alleges that Defendant defaulted in making said payments on March 24, 1962 and, the default continuing, Plaintiff declared the whole sum of \$346.79 due and payable and retook possession of the said merchandise on to-wit: ~~August 28,~~ ^{and sold it} 1962 at private sale for the sum of \$200.00; that the Plaintiff incurred expenses in retaking possession of the said merchandise in the amount of \$8.62; and that upon giving Defendant all credits and allowances due and making all charges allowed on the said contract there is now a balance due of \$154.42.

Plaintiff further shows that the said contract contained waiver of exemption and provided for an attorney's fee whereof Plaintiff claims benefit.



W. H. Hays
Attorney for Plaintiff

Received 20 day of Sept 1962
and on 21 day of Sept 1962
I served a copy of the within Letter 1962
on Opal Steed
By service on _____

TAYLOR W. WATKINS Sheriff
By W. O. Talbot D. S.
6 mi.

5288~

Aubrey W. Craig

vs.

Opal Steed

We find for the
Defendant.

O. L. Bodenkamer

FILED

SEP 20 1962

ALICE J. DUCK, CLERK
REGISTER

US Cyril Street
JURY LIST - MARCH 11, 1963

- ~~1. Bishop, Woodrow, Farmer, Fairhope~~
2. Bodenhamer, O.L., Contractor, Foley
- ~~3. Bornholt, Roy H., Farmer, Elberta~~
- ~~4. Brown, Wesley, Farmer, Perdido~~
- ~~5. Childress, Calvin, Farmer, Summerdale~~
6. Coley, Luke Mc., Fisherman, Gulf Shores
- ~~7. Cooper, Quitman, Bldg. Supply Dealer, Gulf Shores~~
8. Dubose, Jim, Civil Service, Foley
- ~~9. Early, L.J., Timber & Lumber, Foley~~
10. Hastings, Donald E., Farmer, Rosinton
- ~~11. Hobbs, Tom, Farmer, Rosinton~~
- ~~12. Hottman, Charles W., Baker, Foley~~
- ~~13. Howell, Elvin, Farmer, Bay Minette~~
14. Evans, John G., Farmer, Foley
15. Ellison, W.V., Farmer, Robertsdale
- ~~16. Gill, James, Brookley Field, Robertsdale~~
- ~~17. Kriss, Phillip, Farmer, Silverhill~~
- ~~18. Lazzari, Joe, Farmer, Daphne~~
- ~~19. Lee, Cecil E., Farmer, Gateswood~~
20. Little, Fred, State Emp., Bay Minette
- ~~21. Lovell, M.A., Jr., Farmer, Loxley~~
22. Mikkelsen, Robert, Savings & Loan, Robertsdale
- ~~23. Moravac, Edward P., Farmer, Robertsdale~~
- ~~24. Nittenberg, Harry, Carpenter, Robertsdale~~
- ~~25. Nix, Ellis, Feed Mill, Silverhill~~
- ~~26. Teem, Kenneth, Linesman, Foley~~
- ~~27. Parker, Sim M., Farmer, Bon Secourt~~
- ~~28. Patterson, Elbert, Salesman, Fairhope~~
- ~~29. Powers, James, Farmer, Summerdale~~
- ~~30. Powers, James, Farmer, Summerdale~~
- ~~31. Pucky, Charlie, Farmer, Rosinton~~
- ~~32. Sellars, James R., Chemstrand, Robertsdale~~
33. Simmons, Martin, Brookley Field, Bay Minette
34. Slaughter, Ashton B., Timberman, Tensaw
- ~~35. Slaughter, Ashton B., Timberman, Tensaw~~
36. Jansen, Claude A., Mfg., Fairhope
- ~~37. Anderson, Evar, Civil Service, Elberta~~
38. Weston, Harold, Clerk, Fairhope
- ~~39. Weeks, Hugh, Farmer, Mag. Spgs.~~
- ~~40. White, Harold, Trk. Driver, Foley~~
- ~~41. Whitten, Lewis S., Electrician, Fairhope~~
- ~~42. Stuckey, Whit Nelson, Millman, Bay Minette~~
- ~~43. Langston, Shelby, Brookley Field, Bay Minette~~
- ~~44. Bryars, Ewing E., Reserve Fleet, Bay Minette~~
- ~~45. Hand, Charles G., Jr., Brookley Field, Bay Minette~~
- ~~46. Stapleton, Albert L., Clerk, Bay Minette~~
- ~~47. Moorer, Uhle, Newport, Bay Minette~~
48. Murrah, Wendel A., Production, Bay Minette
- ~~49. Davison, T.J., Jr., Merchant, Bay Minette~~

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P XXXXX XXXXX X
D XXXXX XXXXX X

Aubrey W. Craig 1/1/6
Western Auto Associate
Store,

Plaintiff

vs

Opel Steel,

Defendant

On the Circuit Court of


Baldwin County, Alabama

at Law No. 5285

Amended Plea

Now comes the Defendant in the above
style cause and amends the plea heretofore
filed in said cause by adding thereto
the following:

2. The Defendant has paid the
debt, the recovery for which this action is
brought -


Attorney for Defendant

3/1/67
