

UNIVERSAL C. I. T. CREDIT
CORP., A Corporation,

Plaintiff,

Vs.

H. B. GUY,

Defendant.

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 5990

Comes now the Defendant in the above styled cause and for
answer to Complainant's Complaint says:

1.

That he is not guilty of the matters alleged therein.

2.

That he has paid the debt for the recovery of which this
suit was brought before the action was commenced.

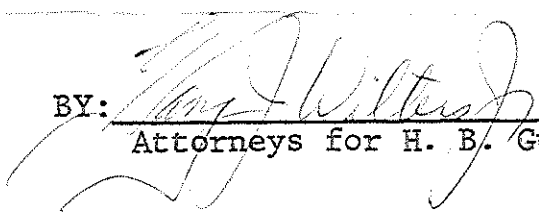
FILED

APR 15 1964

ALICE I. DUCK, CLERK
REGISTER

WILTERS & BRANTLEY

BY:


Attorneys for H. B. Guy

UNIVERSAL C. I. T. CREDIT CORP.)	IN THE CIRCUIT COURT OF
A Corporation)	
)	BALDWIN COUNTY, ALABAMA
Plaintiff)	
)	AT LAW:
-VS-)	<i>5-990</i>
H. B. GUY:)	
)	
Defendant)	

BILL OF COMPLAINT

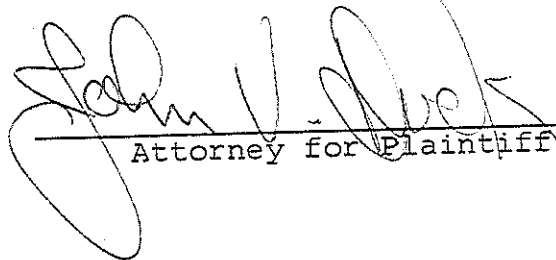
Plaintiff claims of the Defendant the sum of SEVEN HUNDRED FORTY-SEVEN and 28/100 DOLLARS (\$747.28) as damages, for that heretofore and on to-wit, the 27th day of October, 1962, the Defendant entered into a conditional sales contract with Treadwell Ford Inc., and subsequently assigned to the Plaintiff for the purchase of one 1962 Ford Automobile and that the total purchase price of said automobile was Two Thousand Four Hundred Thirty-Seven and 56/100 Dollars (\$2,437.56). That the Defendant promised to pay the balance of said Automobile in thirty-six (36) monthly installments of Sixty-Seven and 71/100 Dollars (\$67.71), the Plaintiff avers that the Defendant has breached the said agreement by failing and refusing to pay the said thirty-six (36) monthly installments as aforesaid.

The Plaintiff further avers that in the event of a default of the conditional sales contract, that the Plaintiff at its option could repossess the said automobile and sell the same, and demand the balance from the defendant, and the Plaintiff avers that said automobile was sold for the amount of Fourteen Hundred Dollars (\$1400.00) and now claims of the Defendant the balance of Seven Hundred Forty-Seven and 28/100 Dollars (\$747.28) after deducting therefor the insurance refund in the amount of One Hundred Thirty-Six and 92/100 Dollars (\$136.92) minus the expenses of repairs to said automobile prior to the sale of the same.

Plaintiff further avers that the Defendant promised, on a default, to pay all cost of collection hereunder, including a

reasonable Attorneys fee, and the Plaintiff now claims the further and additional sum of One Hundred Fifty-five Dollars(\$155.00) as a reasonable Attorneys fee.

That in and by the terms of said Agreement, the Defendant waived all rights of exemption under the Constitution and Laws of the State of Alabama, and the Plaintiff now claims the benefit of the said waiver.


Attorney for Plaintiff

Deft. may be served at
Bay Minette, Alabama

FILED

MAR 24 1964

**ALICE J. DUCK, CLERK
REGISTER**

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

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 H. B. GUY

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.....
H. B. GUY

by UNIVERSAL C. I. T. CREDIT CORP. A Corporation Defendant.....

Witness my hand this 24 day of March 1964 Plaintiff.....

EX-3-24-64
Alice J. Duck Clerk

No. 5990

Page.....

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

UNIVERSAL C.I.T. CREDIT CORP.

A Corporation

Plaintiffs

vs.

H. B. GUY

Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

MAR 24 1984

Clerk

Alice I. Duck, CLERK
REGISTER

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Bay Minette, Alabama

Received In Office

3/24 1984

Sheriff

I have executed this summons

this March 24 1984

by leaving a copy with

H. B. Guy

Sheriff

Deputy Sheriff