

PERLOFF & REID
ATTORNEYS AT LAW
SUITE 605, VAN ANTWERP BUILDING
MOBILE, ALABAMA 36602
433-5412

MAYER W. PERLOFF
T. DWIGHT REID

January 28, 1966

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

Re: American Plan Corporation vs. Carl Greer 6374
American Plan Corporation vs. George & Betty Howton 6380

Dear Mrs. Duck:

Please dismiss the two above captioned cases on motion of the
plaintiff.

Very truly yours,

PERLOFF & REID

Mayer W. Perloff

/rms

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA, AT LAW

CASE NO. 14715

MAYER W. PERLOFF
605 Van Antwerp Building
Mobile, Alabama 36602

AMERICAN PLAN CORPORATION, a Corp.

Non-Jury

VS. Suit for \$1112.21 due by written contract,
plus attorney's fee

C. LeNOIR THOMPSON
Bay Minette
Alabama 36507

GEORGE HOWTON, and BETTY HOWTON, jointly and severally Non-Jury

PLEADINGS, PROCESS, ETC.	* FILING DATE *	
*****	*****	*****

1. Complaint & Summons	* 12-23-64 *	COMPLAINT & SUMMONS served on Defendants on December 29, 1964.
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2. Plea in Abatement	* 1-15-65 *	
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January 29, 1965 -- Plea in Abatement confessed, and case transferred to
Baldwin County. (31-317)
/s/ ROBERT T. ERVIN, JR., Circuit Judge.

FILED
FEB 3 1965
ALICE I. DUCK, CLERK
REGISTER

I, JOHN E. MANDEVILLE, in my capacity as Clerk of the Circuit Court of Mobile County, Alabama, hereby certify that the above is a true and correct transcript of all the minutes, orders and other proceedings in the above styled case in this Court.

In witness whereof I have hereunto set my hand and attached my official seal as such Clerk of said Court at Mobile, Mobile County, Alabama, on this the 1st day of February, 1965.

John E. Mandeville, Clerk.

#1 - COMPLAINT & SUMMONS AND SHERIFF'S RETURN OF SERVICE

AMERICAN PLAN CORPORATION,
a corporation,

Plaintiff,

vs.

GEORGE HOWTON, and BETTY
HOWTON, jointly and severally,

Defendants.

* IN THE CIRCUIT COURT OF
* MOBILE COUNTY, ALABAMA
* AT LAW

*

*

*

CASE NO. 14715-Edwin

Plaintiff claims of the Defendants, jointly and severally, the sum of ONE THOUSAND ONE HUNDRED TWELVE & 21/100 (\$1112.21) DOLLARS for that heretofore on to-wit: December 27, 1963, the defendants executed a written contract wherein the defendants agreed to pay Rich Plan of Mobile the sum of ONE THOUSAND ONE HUNDRED FIFTY & 56/100 (1150.56) DOLLARS, in installments of \$31.96 per month, including interest, commencing on the to-wit: 5th day of February, 1964, which contract was transferred and assigned to Plaintiff herein before default in said contract. Plaintiff avers that defendants defaulted in payment thereunder on to-wit: August 4, 1964, and pursuant to the terms of said contract the plaintiff herein has declared the entire balance due and owing.

Plaintiff avers that by the terms of said contract the defendants agreed to pay a reasonable attorney's fee in the event employment of an attorney was necessary for the collection, which said attorney's fee Plaintiff claims in the amount of \$185.37, which is 20% of \$926.84.

WHEREFORE, Plaintiff claims of the Defendants, \$926.84, plus interest, plus attorney's fee as aforesaid.


MAYER W. PERLOFF, Attorney for
Plaintiff.

Defendants may be served:

Their home address: 304 Moran Avenue
Bay Minette, Alabama

His Emp: Mr. Bones, Dealer
Nasco Equipment Co.
Alba, Alabama

Her Emp: Bay Slacks
Bay Minette, Alabama

Filed December 23rd 1964
John E. Barker Clerk

THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama:
You are hereby commanded to summon

GEORGE HOWTON, and BETTY HOWTON, jointly and severally

to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama,
at the place of holding the same, then and there to answer the complaint of AMERICAN PLAN
CORPORATION

WITNESS: John E. Mandeville, Clerk of said Court, this 23rd day of December, 1964

Attest:

John E. Mandeville
Clerk

SHERIFF'S RETURN

Received _____ day of _____, 19____ and on _____ Day
of _____, 19____, I served a copy of
the within _____ on _____

by service on _____

RAY D. BRIDGES, SHERIFF

By _____ D.S.

Received 29 day of Dec
rd on 29 day of Dec
served copy of the within
George Howton
Betty Howton
service on

TAYLOR WILKINS, Sheriff
By A. A. Talbot
om

RECEIVED
DEC 23 1964
SHERIFF'S OFFICE

mail
No. 14715
JUDGE Evans DOCKET
CIVIL DIVISION
CIRCUIT COURT
MOBILE COUNTY

AMERICAN PLAN CORPORATION,
a corporation

VS. } Complaint and Summons

GEORGE HOWTON, and BETTY
HOWTON, jointly and
severally

Issued 23rd day of December, 1964

Defendant's Address Their home address
304 Moran Avenue
Bay Minette, Alabama
His Emp: Mr. Bones, Dealer
Nasco Equipment Co.
Alba, Alabama
Her Emp: Bay Slacks
Bay Minette, Alabama

MAYER W. PERLOFF
Plaintiff's Attorney

#2 - PLEA IN ABATEMENT

AMERICAN PLAN CORPORATION, a corporation	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	MOBILE COUNTY, ALABAMA
GEORGE HOWTON, and BETTY HOWTON, jointly and severally,	X	AT LAW NO. 14715
Defendants	X	

PLEA IN ABATEMENT

Come the defendants, George Howton and Betty Howton, in the above-entitled cause, appearing specially and only for the purpose of filing this plea, and say that the said American Plan Corporation, a corporation, plaintiff in this cause ought not to have and maintain its said action for the defendants say separately and severally, as follows, to-wit:

FIRST

That the said defendants are residents of Baldwin County, Alabama, and are not residents of Mobile County, Alabama

SECOND

That the said defendants reside in Bay Minette, Baldwin County, Alabama, in the jurisdiction of the Circuit Court of Baldwin County, Alabama, and resided at 304 Moran Avenue in Bay Minette, Alabama when the alleged contract was executed and have continued to live at said address until the present date and are presently living at 304 Moran Avenue in Bay Minette, Alabama.

THIRD

That the said defendants have never resided in Mobile County, Alabama.

Wherefore, the defendants say that the Circuit Court of Mobile County, Alabama, is without jurisdiction to try and determine this cause, and that this said action should be abated, and prays the judgment of this Honorable Court whether the plaintiff should be allowed to further maintain this suit.

George Howton
George Howton

Betty Howton
Betty Howton

THOMPSON & WHITE

BY:

C. LeDain Thompson
Attorneys for defendants.

STATE OF ALABAMA

BALDWIN COUNTY

Before me C. LeDain Thompson, a Notary Public, in and for said County, in said State, personally appeared George Howton and Betty Howton, who being known by me, and by me first duly sworn, depose and say on oath:

That they are the defendants in the above entitled cause and have personal knowledge of the facts stated in the foregoing pleas and that the said statements of fact therein contained are true.

George Howton
George Howton

Betty Howton
Betty Howton

Sworn to and subscribed before me, this the 11 day of

Jan, 1965.

C. LeDain Thompson
Notary Public, Baldwin County, Alabama

Filed January 15, 1965
John C. Mandeville, Clerk
Copy: Mary W. Perloff

FRIDAY, JANUARY 29, 1965

AMERICAN PLAN CORPORATION,
a Corporation

ERVIN -vs- 14715

GEORGE HOWTON, and BETTY
HOWTON, jointly and severally

PLEA IN ABATEMENT CONFESSED,
AND CASE TRANSFERRED TO
BALDWIN COUNTY

This day in open Court came the parties by their attorneys, and plaintiff confessing the defendants' Plea in Abatement in this cause; It is, therefore, ordered and adjudged by the Court that this case be, and the same is hereby transferred to Baldwin County, Alabama.

Minute Book 31

Page 317

AMERICAN PLAN CORPORATION,
a corporation

Plaintiff

vs

GEORGE HOWTON, and BETTY
HOWTON, jointly and severally,

Defendants

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

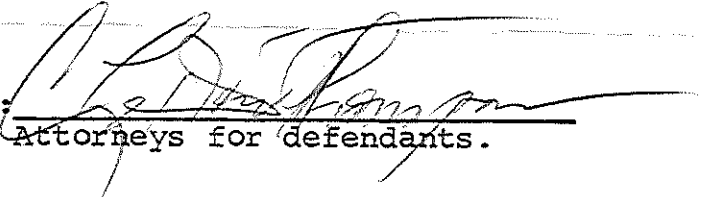
6380

Come the defendants in the above styled cause and demur
to the complaint filed in said cause and for demurrer show
unto this Honorable Court as follows:

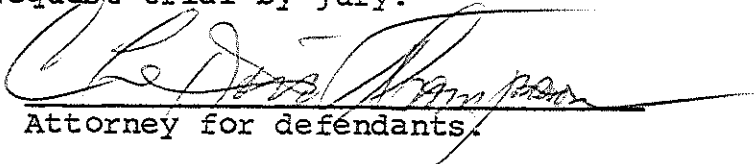
1. That said complaint fails to state a cause of action.
2. That said complaint fails to allege whether or not
the Rich Plan of Mobile is a corporation, a partnership, or
an individual.

THOMPSON & WHITE

BY:


Attorneys for defendants.

Defendants respectfully request trial by jury.


Attorney for defendants.

FILED

FEB 9 1965

ALICE I. DUCK, CLERK
REGISTER

AMERICAN PLAN CORPORATION,
a corporation

Plaintiff

vs

GEORGE HOWTON, and BETTY

HOWTON, jointly and severally,

Defendants

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

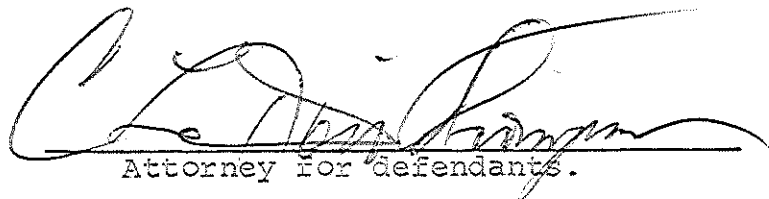
BALDWIN COUNTY, ALABAMA

AT LAW NO. 6382

TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA:

Come the defendants, George Howton and Betty Howton, and
show unto the Court that more than thirty days prior to the
filing of this motion, the defendants in the above styled cause
propounded interrogatories to plaintiff, American Plan Corporation,
under Code 1940, Tit. 7, Section 477-486, requiring said plaintiff
to answer certain interrogatories therein propounded, and that
although more than sixty days have elapsed since the service by
the sheriff of said interrogatories upon the plaintiff, American
Plan Corporation, the said plaintiff has failed, and still fails
and refuses to answer the interrogatories therein propounded.

Wherefore, the defendants move the Court to enforce the
penalty as provided by Title 7, Section 483 of the Code of 1940,
as recompiled.


Attorney for defendants.

FILED

APR 27 1945

ALICE I. DICK

CLERK
REGISTER

AMERICAN PLAN CORPORATION
a corporation

Plaintiff

vs

GEORGE HOWTON, AND BETTY
HOWTON, jointly and severally,

Defendants

X

X

X

X

X

X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Come the defendants in the above styled cause and propound
the following interrogatories to the plaintiff, American Plan
Corporation:

1. Are the the plaintiff in this cause?
2. If your answer is "yes", then attach a certified
copy of the alleged written contract, the basis of this
suit.
3. State the date on which you acquired the alleged con-
tract.
4. State the amount for which you purchased said contract,
showing the amount you paid.
5. Attach a copy of the assignment or transfer instrument
showing the said contract was transferred or assigned to
American Plan Corporation.
6. State, if you know, whether or not Rich Plan of
Mobile is a corporation.
7. Name the officers of the plaintiff corporation.
8. State whether or not any of the officers of the
plaintiff corporation are officers of the Rich Plan of
Mobile.

THOMPSON & WHITE

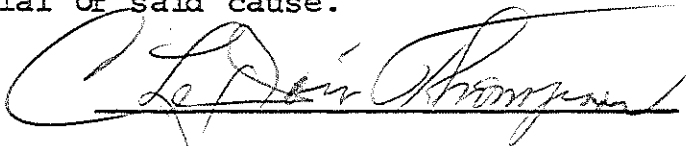
BY:


Attorneys for defendants.

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned Notary Public, in and for said
State and County, personally appeared C. LeNoir Thompson, who
being by me first duly sworn, deposes on oath and says as
follows:

My name is C. LeNoir Thompson and I am one of the Attorneys
of Record for the defendants in the above entitled cause, and
as such, I am authorized to make this affidavit. I further
state that the answer of the plaintiff to the foregoing in-
terrogatories will, if truthfully made, be material evidence
for the defendants on the trial of said cause.



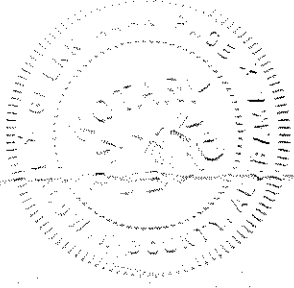
FILED

FEB 9 1965

NOTARY PUBLIC

Sworn to and subscribed before me by the said C. LeNoir
Thompson on this the 6th day of February, 1965.

Harold R. Pugh
Notary Public, Baldwin County, Alabama



FILED

FEB 9 1965

ALICE J. DUCK, CLERK
REGISTER
CLERK

RECEIVED



Ed 6380 2630.

American Plan Corp.

VS

George W. Houston
et al

Received 9 day of Feb. 1965
and on 10 day of Feb 1965
served a copy of the within inter.
on Don Maynard - Peabody

by service on Ray Le Bridges
Taylor V. Williams, Sheriff
By J. Edwards D. S.

Interrogation's

RECEIVED
FEB 10 1965
SHERIFF'S OFFICE

To be returned,
from Maynard Peabody

AMERICAN PLAN CORPORATION, (IN THE CIRCUIT COURT OF
a corporation, (BALDWIN COUNTY, ALABAMA,
Plaintiff, (AT LAW
vs. (
(
GEORGE HOWTON, and (
BETTY HOWTON, jointly (
and severally, (
Defendants. CASE NO. 6380

ANSWERS TO INTERROGATORIES

Comes now the Plaintiff in the above styled cause, and
for answer to the interrogatories heretofore propounded by
the defendants says as follows:

1. Yes.
2. Attached hereto.
3. December 27, 1963.
4. \$885.27.
5. See 2 above.
6. Yes.
7. The Plaintiff refuses to answer on the grounds
that this question is incompetent, immaterial and irrelevant.
8. No.

AMERICAN PLAN CORPORATION

BY: John Nichols

Its Manager

STATE OF ALABAMA)

COUNTY OF MOBILE)

Personally appeared before me, the undersigned authority,
JOHN NICHOLS, who being by me first duly sworn, deposes and
says that he is informed, has knowledge and believes, and upon
such information and belief states that the foregoing answers
to the interrogatories are true and correct.

John Nichols
John Nichols

Sworn to and Subscribed before me on this
the 5 day of May, 1965.

Rose Marie Hardy
NOTARY PUBLIC

PERLOFF & REID

Perloff & Reid
Attorneys for Plaintiff
605 Van Antwerp Bldg., Mobile, Ala.

FILED

MAY 16 1965

ALICE L. DICK, CLERK
REGISTER

PURCHASER'S STATEMENT

Mr. <input checked="" type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/>		First Name	Middle Initial	Last Name	Age	Wife's/Husband's Name		Number of Dependents
		GEORGE R. HOWTON			28	BETTY		N/A
Present Residence—Street		Zone	City	State	How Long	Res. Phone	If in Armed Services Serial Number	
304 MORAN AVE			BAY MINETTE		6 MO	937-5244		
Former Residence—Street		Zone	City	State	How Long	Bus. Phone	Extension	
102 TOWNSEND AVE					2 YR	937-2781		
Employer		RAYE LOPAL LUMBER CO			How Long	Position	Weekly Earnings	
		BAY MINETTE			10 YRS	LUMBER CHECKER	\$ 280 MO	
Wife's Employer		BAY SLACKS			How Long	Position	Weekly Earnings	
					2 YR	SEAMSTRESS	\$ 250 MO	
Former Employer					How Long	Other Income \$		
Wife's Former Employer						Source—		
Buying Home <input checked="" type="checkbox"/> Rent <input type="checkbox"/>		From		Address		Mo. Amount of House Paymts. or Rent \$		Furnished <input type="checkbox"/> Unfurnished <input type="checkbox"/> Amount of Life Insurance \$
		BELL REAL ESTATE		BAY MIN.		\$ 50		\$ 10,000
Credit References		Name		Address		Present Balance		Monthly Payment
First Store		NATIVE						
Second Store		WILSON HORAN FURNITURE		BAY MINETTE		\$ OPEN		\$ 13.00
Third Store		IMBROS FURN		FAIR HOPE		\$ CLOSED		\$
Name of Closest Relative Not Living with You		SUSAN SPRINKLE		102 TOWNSEND AVE BAY MINETTE		City 937-7296 State		Leave Blank

RETAIL INSTALLMENT CONTRACT (Conditional Sale)

December 27, 1963

I/we, George R. Howton
(Print or type Purchaser's name)
Bay Minette
City

Residing at 304 Moran Ave.

Alabama State, hereby agree to purchase of
Mobile State of Alabama

Rich Plan of Mobile
the following described personal property:

DESCRIPTION	MODEL	SERIAL NO.
TT FF	14T141	3316888

6% Sales Tax Included \$55.77

I CERTIFY THAT THE WITHIN CONTRACT IS A TRUE COPY OF THE CONTRACT EXECUTED BY THE DEFENDANTS WHICH IS THE SUBJECT OF THIS SUIT.

AMERICAN PLAN CORPORATION
BY: Quinn Its Manager

DETAILS OF TRANSACTION

1. Cash Sale Price (Includes accessories and tax)	\$ 985.27
2. Downpayment	\$ 100.00
3. Unpaid Balance of Cash Sale Price	\$ 885.27
4. Insurance Cost (if any)	
Type	\$
5. Official Fees	\$
6. Base Time Price (3 and 4 and 5)	\$ 885.27
7. Time Price Differential	\$ 24.29
8. Time Balance (6 and 7)	\$ 1190.56

and I/we agree to pay at the office of the Dealer or Dealer's assignee the amount of the Time Balance (above) in 36 successive monthly installments of \$ 32.96 beginning January 5 19 63 and on the same date monthly thereafter until paid in full except the final installment shall be \$ 32.96, together with all amounts remaining due and unpaid hereunder. In the event of default, of any installment for a period of five days Purchaser agrees to pay a late or delinquent charge of 9% of the amount of the installment in default, if permitted by law, and if the services of an attorney be employed for the enforcement of any of the obligations of the Purchaser, or rights of the Seller either by suit or otherwise, Purchaser agrees to pay reasonable attorney's fees but not in excess of 20% of the unpaid balance of the contract, and court costs, if any.

This contract is subject to the terms and conditions printed on the reverse side hereof and which are made a part hereof by this reference.

PURCHASER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED IN EXECUTED COPY OF THIS CONTRACT

Accepted Rich Plan of Mobile (Seal)
Seller (Dealer)
By George R. Howton (Seal)
(Owner, Officer or Firm Member)

P X George R. Howton (Seal)
(Purchaser Sign Here)
P X Betty Sue Howton (Seal)
(Purchaser Sign Here)

TERMS AND CONDITIONS

Back

1. Purchaser acknowledges that he has been advised as to both the aggregate cash price and the aggregate time price of the property and that he has elected to pay the time price.
2. Title to said property shall not pass to the Purchaser until said amount is fully paid in cash.
3. No transfer, renewal, extension or assignment of this contract, or any interest hereunder, or loss, injury or destruction of said property shall release the Purchaser from his obligation hereunder.
4. The Purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use the same illegally or improperly; shall not transfer any interest in this contract or said property; shall not remove same from the premises stated herein without Seller's consent. Purchaser at his own expense shall keep said property insured against loss by fire or theft and other insurance in the form and amounts as requested by the Seller to properly protect all interests therein. The proceeds of any insurance, whether paid by reason of loss, injury, return premium or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of the Seller.
5. The above property shall remain personal property, whether placed on a permanent foundation or in what manner affixed or attached to the structure, and shall be connected with any pipes or tubing built into the building only by a coupling which screws on and off and shall not be attached to or built into any part of the building or to any framework in such manner as to interfere with ready inspection, service, removal, replacement or removal without injury to the premises.
6. This contract represents the entire agreement between the parties and no warranties, express or implied, have been made by the Seller unless endorsed hereon in writing.
7. In the event Purchaser defaults on any payment or fails to comply with any of the terms or conditions of this contract or a proceeding in bankruptcy, receivership, or insolvency be instituted against the Purchaser or his property, or the Seller deems the above property in danger of misuse or confiscation, the full amount shall be immediately due and payable and the Seller or any sheriff, or other officer of the law may take immediate possession of said property without demand, including any equipment or accessories thereto, possession by the Purchaser after default being unlawful; and for this purpose the Seller may enter upon the premises where said property may be and remove same. The Seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to the Purchaser (if given, notice by mail to address below being sufficient), with or without having such property at the place of sale, and upon such terms and in such manner as the Seller may determine; the Seller may bid at any public sale. From the proceeds of any such sale, the Seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due; any surplus shall be paid over to the Purchaser. In case of deficiency the Purchaser shall pay the same with interest. The Seller's acceptance, after the full amount may have become immediately due and payable as hereinbefore provided, of any installment or payment shall not be deemed to alter or affect the Purchaser's obligations and/or the Seller's rights hereunder with respect to any subsequent payments or default therein.
8. Purchaser acknowledges notice that Seller may assign this contract and Seller's assignee shall be entitled to all the rights of the Seller.

ASSIGNMENT WITHOUT RECOURSE

We hereby sell and assign this Retail Installment Contract and all interests in and to the personal property described therein to..... without recourse as to Purchaser's obligation to pay. We warrant that:

(Name of Assignee)

Retail Installment Contract is genuine; the cash payment and/or trade-in allowance were received; all of the facts therein are true; we had good title to said personal property; the Purchaser is not an infant and has full capacity to contract; we have no knowledge of any facts which impair the validity or value of said Retail Installment Contract.

Dated..... 19..... By.....
 Witness..... Signature of Dealer.....

ASSIGNMENT WITH RECOURSE

We hereby sell and assign this Retail Installment Contract and all interest in and to the personal property described therein to..... and we guarantee the payment when due of every installment thereunder

American Plan Corporation
 (Name of Assignee)

and payment on demand of the unpaid balance if Purchaser defaults in payment of any installment at its due date or in any manner, without first requiring..... its successors or assigns to proceed against Purchaser. We waive notice of default thereunder and consent that holder may, without affecting our liability, release any rights against and grant extensions of time of payment to Purchaser.

Witness our hand and seal this 27th day of December, 1963

Dated at: Mobile, Alabama Rich Plan of Mobile
 Witness Mr. Maria Quiroga Signature of Dealer

STATE OF
 COUNTY OF

On this 27th day of Dec, 1963 before me personally appeared

(his, her, wife, husband) to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that he, (they) executed the same as his (their) free act and deed.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year last above written.

My Commission Expires.....

Notary Public

(Act No. 571, Reg. Ses. Leg. 1955)
(Amend Sec. 34 and 100, Title 11, Code Ala. 1940)

27.50

JOHN E. MANDEVILLE, Clerk