

ASSOCIATES DISCOUNT CORPORATION,
An Alabama corporation Assignee
of BALDWIN MOTOR COMPANY,

PLAINTIFF,

VS:

LINAL M. HINOTE,

DEFENDANT.

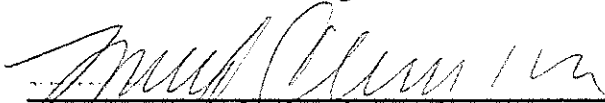
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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW CASE NO. 6605

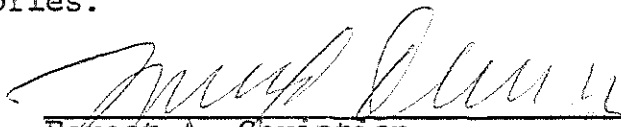
ANSWER TO INTERROGATORIES

Comes the Plaintiff and in answer to the Defendant's request
for interrogatories, states as follows:

1. My name is FOREST A. CHRISTIAN as attorney for ASSOCIATES
DISCOUNT CORPORATION, an Alabama corporation, Assignee of Baldwin
Motor Company, and I am attaching photo copies of the contract and
promissory note in two parts, front and reverse side which should
give you the information required in the interrogatories.


Forest A. Christian, Attorney for
The Plaintiff.

Attached are copies of the original contract and promissory note.
I certify that I have sent C. LENOIR THOMPSON, ESQ., copies of the
enclosed Answer to Interrogatories.


Forest A. Christian

FILED

OCT 28 1966

ALICE J. DIX, CLERK
RECORDED

Assoc. 22

ALABAMA INSTALLMENT SALES CONTRACT

ORIGINAL
FOR ADC

Lisel M. Hinate

(Write or Type Buyer's Name Plainly)

residing at

Number

Street

Loxley

Baldwin

Ala.

City - Postal Zone No.

County

State

hereby purchase of

Baldwin Motor Co.

(Dealer) of the City of

Robertsdale

State of

Ala.

New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number
Used	Ford	6	60	F/L 201-T/T		MC4V151046		5/14510
Radio ☒	Heater ☒	Automatic Transmission ☒	Overdrive ☐	Power Steering ☐	Power Brakes ☐	Window Lifts ☐	Air Conditioning ☐	Other ☐

together with all equipment and accessories thereon or hereafter added thereto all of which are included in the term "motor vehicle" as used herein, for a total price of \$ 1045.00. I have paid \$ 7.00 in cash upon said time price and have delivered

1961 Buick Wildcat

(Year and Make of Trade In)

motor vehicle at an agreed net value of \$ 1245.00

and I promise to pay the remainder of said time price of \$ 742.50 in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

in 15 monthly installments of \$ 49.50 and a final installment of \$.00 beginning on 3/15/63

(Month and Day)

and continuing on the same day of each month thereafter until fully paid together with collection charges and attorney's fees all as provided for and evidenced by the undersigned's note of even date herewith which is a separate instrument and may be detached herefrom.

In consideration of the foregoing I shall be provided insurance if obtainable as follows:

Check Insurance Coverages Included in Contract

COVERAGES APPLICABLE TO MOTOR VEHICLE for Term 15 Months, effective Jan. 31, 1963

☒ \$ 50. Deductible Collision, ☒ Comprehensive, ☒ Fire, Theft and Combined Additional Coverage.
☐ Road Service.

OTHER INSURANCE COVERAGES

It is hereby mutually agreed insurance included herein, other than insurance on the car, covers only the person whose signature first appears below:

☒ Credit Life \$ 9.28 : ☐ Accident and Health \$

(No insurance included unless checked above)

No Bodily Injury or Property Damage Liability Insurance Included

Title to said motor vehicle described herein shall remain in the seller or his assignee until this contract is fully performed by me. I hereby acknowledge delivery to me and possession of said motor vehicle. I shall not sell, encumber or lease the vehicle or transfer or assign any of my interest therein or in this contract, or use said motor vehicle in violation of any State or Federal laws. I will not remove it from the county or filing district in which I now reside without written permission from the holder of this contract.

Time is of the essence of this contract and if I fail to pay any of the installments when due or otherwise breach or fail to perform any of the provisions or promises herein or in the said note, or if attachment, levy or execution or other process issues against the motor vehicle, or in the event of bankruptcy or my insolvency, or if the holder shall deem himself insecure, all unpaid installments shall immediately become due and payable without notice or demand and the holder hereof may, without notice or demand and with or without process of law enter any premises where said motor vehicle may be and take possession of it and sell it at public or private sale with or without notice and all sums paid hereunder may be retained for use of the vehicle. The holder may bid at such sale and each party hereunder shall have the rights and privileges with respect to repossession, resale and disposition of proceeds thereof as are accorded by the applicable laws of the State of Alabama. Any personal effects in or upon the vehicle at the time of retaking may be taken and such property may be held without liability until demanded by me. I promise to pay on demand any balance remaining on the indebtedness after the proceeds of sale, less expenses of retaking, storing, repairing and selling have been applied to it and I hereby authorize the holder to cancel any policy of insurance upon said motor vehicle or other insurance purchased under this contract and transfer, set-over and assign to said holder any and all refunds or returned premiums from such insurance to be received for by him in my name or his for application to any existing indebtedness hereunder with excess if any to be returned to me.

The rights and obligations of the respective parties hereto are as set forth herein and in the "Statement of Additional Covenants" set forth on the reverse side hereof, which statement I agree is a part of this contract and by this reference is incorporated herein. Such rights are cumulative and not elective, and their order in the contract in no way restricts their application. Waiver of any default shall not constitute waiver of any other default. I hereby acknowledge receipt of a completed copy of this contract.

The pronoun "I" as used herein means "We" if more than one person signs this contract as buyer.

NOTICE OF PROPOSED CREDIT INSURANCE

The undersigned hereby takes notice that the credit insurance coverage checked above is to be purchased in connection with the indebtedness under this sales contract. This insurance, subject to the acceptance by the insurers, Old Republic Life Insurance Company, Chicago 4, Illinois, with respect to credit life insurance and Continental Casualty Company, Chicago 4, Illinois, with respect to credit accident and health insurance, covers only the person whose signature first appears below. Persons 65 years of age or older on the date the indebtedness is incurred are not eligible for insurance hereunder. The amount of premium is indicated above for each type of credit insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will be the number of whole months embraced in the term of indebtedness under the sales contract. The life insurance in force during the term of this contract shall be the amount necessary to discharge the indebtedness hereunder, or \$10,000.00, whichever is less. The credit accident and health insurance coverage provides that if the insured becomes totally disabled due to an accident occurring, or a sickness first manifesting itself, during the term of the indebtedness so as to be prevented from engaging in any gainful occupation, indemnity equal to the time balance divided by the number of months in the term of the sales contract will be paid for each day of such total disability at the rate of one thirtieth of the monthly amount beginning with the first day of disability which is due to an accident and the 31st consecutive day of a disability which is due to sickness. Benefits hereunder shall be paid to the creditor to be applied to reduce or extinguish the indebtedness; excess proceeds, if any shall be payable to the insured or to the estate of the insured. If the insurance is terminated prior to the scheduled maturity date of indebtedness, any refund of premium due will be paid or credited promptly to the person entitled thereto. All of the foregoing is subject to the provisions of the policy or certificate of insurance to be issued.

NOTICE TO BUYER: Do Not Sign This Contract Until Blank Spaces Are Filled In.

In Witness Whereof, I hereunto set my hand and seal on this Jan. 31, 1963, 19

Signed, Sealed and Delivered in presence of:

Witness

Buyer Sign

(Credit Life, Health and Accident Insurance, as included, covers only the person signing above.)

(SEAL)

Witness

Buyer Sign

(SEAL)

\$ 742.50

Robertsdale

Ala.

January 31, 1963

19

(Time Balance)

(City)

(State)

For value received, I (We jointly and severally) promise to pay to the order of Baldwin Motor Co.

(Dealer)

742.50

Dollars (\$)

at the office of ASSOCIATES DISCOUNT CORPORATION, South Bend, Indiana in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

in 15 monthly installments of \$ 49.50 and a final installment of \$.00 beginning on 3/15/63

(Month and Day)

and continuing on the same day of each month thereafter, together with collection charges on each installment in arrears for a period in excess of 10 days an amount of 5% of each installment or \$5.00 whichever is the lesser.

If any of said installments be not paid when due, then all unpaid installments hereof shall immediately become due and payable, without notice or demand, together with interest at the highest lawful contract rate after maturity until paid with attorney fees of 15%. All of the parties hereto, including sureties, endorser and guarantors hereby severally waive presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit against any party thereto, and all endorser and guarantors hereon consent that the time of payment may be extended from time to time after maturity without notice to them. The maker and all parties hereto do hereby jointly and severally waive and renounce, any and all homestead or exemption rights which they may have under or by virtue of the Constitution or laws of the state where buyer resides, or any other state or the United States, as against the debt evidenced hereby.

Buyer

Buyer

ASSOCIATES DISCOUNT CORPORATION, X
an Alabama corporation Assignee X
of BALDWIN MOTOR COMPANY X

Plaintiff

vs

LINAL M. HINOTE

Defendant X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 6605

Comes the defendant in the above styled cause and pro-
pounds the following interrogatories to the plaintiff, Associates
Discount Corporation:

1. State your name.
2. In what capacity are you connected with Associates
Discount Corporation?
3. If a promissory note was signed by the defendant
herein, attach a photocopy of the front and back of the said
note.

C. L. Thompson
Attorney for defendant.

STATE OF ALABAMA
BALDWIN COUNTY

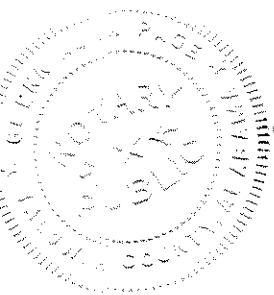
Before me, the undersigned Notary Public, in and for
said State and County, personally appeared C. LeNoir Thompson,
who being by me first duly sworn, deposes on oath and says as
follows:

My name is C. LeNoir Thompson and I am the Attorney of
Record for the defendant 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 defendant on the trial of said cause.

C. LeNoir Thompson
C. LeNoir Thompson

Subscribed and sworn to before me by the said C. LeNoir
Thompson on this the 17th day of August, 1965.

Shen A. Page
Notary Public, Baldwin County,
Alabama



FILED
AUG 17 1965

I accept Service Aug 26 '65
July 14th
att for Plaintiff

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons LINAL M. HINOTE, 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, Alabama, at the place of holding same by ASSOCIATES DISCOUNT CORPORATION, an Alabama corporation, Assignee of BALDWIN MOTOR COMPANY.

Witness my hand this the 26 day of July, 1965.

Alice J. Duck
Clerk

* * * * *

COMPLAINT

ASSOCIATES DISCOUNT CORPORATION,
an Alabama corporation, Assignee
of BALDWIN MOTOR COMPANY,

PLAINTIFF,

VS:

LINAL M. HINOTE,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

6605

The Plaintiff claims of the Defendant TWO HUNDRED EIGHTY-FOUR & 19/100 DOLLARS (\$284.19), due on promissory note made by him on the 31st day of January, 1963, and payable on the 1st day of July, 1965, with interest thereon.

Said note provides for attorney's fee of fifteen per cent (15%), which is claimed by the Plaintiff.

Forest A. Christian

Forest A. Christian, Foley, Alabama
Attorney for the Plaintiff

Defendant's address:

Loxley, Alabama

FILED

JUL 26 1965

ALICE J. DUCK, CLERK
REGISTER

466

6605

Received 26 day of July 1965
and on 3 day of Aug 1965
I served a copy of the within 29 C
on Linal M. Hinote

By service on _____
TAYLOR WILKINS Sheriff
By W. O. Garner
Lapley

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY W. O. Garner
DEPUTY SHERIFF

SUMMONS AND COMPLAINT

ASSOCIATES DISCOUNT CORPORATION,
an Alabama Corporation, Assignee
of BALDWIN MOTOR COMPANY,

PLAINTIFF,

VS:

LINAL M. HINOTE,

DEFENDANT.

FILED
JUL 26 1965
ALICE A. DUCK, CLERK
REGISTER

ASSOCIATES DISCOUNT CORPORATION,
an Alabama corporation, Assignee
of BALDWIN MOTOR COMPANY

Plaintiff

vs

LINAL M. HINOTE

Defendant

X

X

X

X

X

X

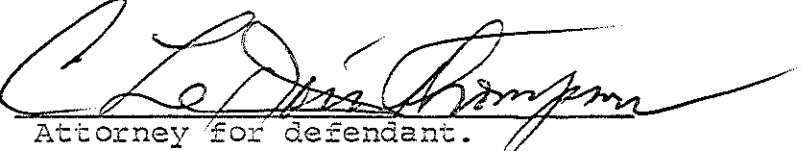
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

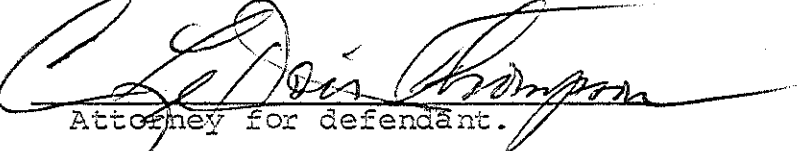
AT LAW NO. 6605

Comes the defendant in the above styled cause and for
demurrer to said complaint says as follows:

1. Said complaint fails to state a cause of action.
2. That said complaint fails to allege a consideration.


Attorney for defendant.

Defendant respectfully requests trial by jury.


Attorney for defendant.

FILED

AUG 17 1965

ALICE J. DUCK, CLERK
REGISTER

ASSOCIATES DISCOUNT CORPORATION X
An Alabama Corporation Assignee
of BALDWIN MOTOR COMPANY X IN THE CIRCUIT COURT OF
Plaintiff X BALDWIN COUNTY, ALABAMA
vs X AT LAW CASE NO. 6605
LINAL M. HINOTE X
Defendant X

Comes the defendant and for answer to the complaint
filed in said cause shows as follows:

1. He denies the allegations of said complaint.
2. And for further answer thereof says that the basis
of said complaint was the execution of a title retention
sales contract between the defendant herein and Baldwin Motor
Company, assignor of said sales contract and note to Associates
Discount Corporation, an Alabama corporation and that said
plaintiff herein through its agents, servants or employees
repossessed said automobile under the terms of the said
title retention contract approximately forty-five days from
the date of purchase, to-wit, January 31, 1963. Hence, said
plaintiff should not recover.

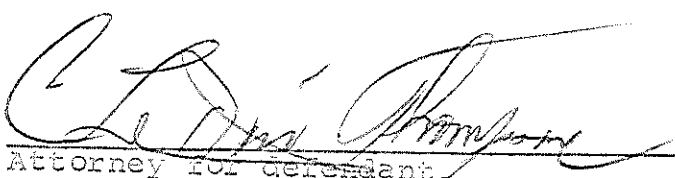
3. Comes the defendant, and claims of the plaintiff by
way of recoupment, the sum of \$295.00 for that heretofore on
to-wit, January 31, 1963, the defendant purchased from
Baldwin Motor Company of Robertsdale, assignor to Associates
Discount Corporation, plaintiff in this cause, the automobile
subject of this said action. That said plaintiff repossessed
said automobile illegally and failed or refused to refund to
your said defendant the value of \$295.00 being the down payment
on said automobile, which contract is the subject of this said
suit. Wherefore, this demand for \$295.00.

4. That said \$284.19, the amount demanded by said
plaintiff is in fact the interest and carrying charges charged
by the said plaintiff on an original demand of \$500.00. Where-
fore, said demand by the plaintiff constitutes usury.

FILED

NOV 15 1963

468


Attorney for defendant

Alice J. Duck, CLERK
REGISTER

COPY

FOREST A. CHRISTIAN
ATTORNEY AT LAW
P. O. DRAWER 190
AREA CODE 205 - PHONE 943-2201
FOLEY, ALABAMA 36535

December 6, 1965

C. L. Thompson, Esq.
Attorney at Law
Bay Minette, Alabama

Re: Associates Discount Corp.
Vs: Linal Minote
Case No. 6605

Dear LeNoir:

As you know we filed a complaint in this case on a promissory note and you filed an answer. Later you filed a recoupment.

We discussed the recoupment by telephone and you agreed that you would not insist on the recoupment if I dismissed the original suit.

Accordingly, please have the Court take a non-suit or dismiss the case at your convenience.

Cordially yours,

FOREST A. CHRISTIAN