

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2101

FOLEY, ALABAMA 36535

March 21, 1968

Honorable Telfair Mashburn  
Circuit Court Judge  
Bay Minette, Alabama

Re: Ford Motor Credit Co.  
Vs: James A. Rogers

6622

Dear Judge Mashburn:

Kindly mark this case settled between parties.  
John Dick, Esq. agrees to pay Court costs when  
statement is sent him.

Cordially yours,



FOREST A. CHRISTIAN

cc; John V. Duck, Esq.

SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons JAMES A. ROGERS, 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 FORD MOTOR CREDIT COMPANY, a corporation.

Witness my hand this the 29 day of July, 1965.

Alice J. Duck  
Clerk

\* \* \* \* \*

COMPLAINT

|  |   |                         |
|--|---|-------------------------|
| FORD MOTOR CREDIT COMPANY,<br>a corporation, | X |                         |
|  | X | IN THE CIRCUIT COURT OF |
| PLAINTIFF,                                   | X | BALDWIN COUNTY, ALABAMA |
| VS:  | X | AT LAW                  |
| JAMES A. ROGERS,                             | X | 6622                    |
| DEFENDANT.                                   | X |                         |

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED SEVENTY-EIGHT & 45/100 DOLLARS (\$578.45) damages, for the breach of a written agreement entered into by the Defendant on, to wit: November 24, 1961, by which he promised to pay to TREADWELL FORD, INC. the sum of, to-wit, \$71.33 each month, commencing on, to-wit, January 8, 1962, and continuing on the 8th day of each month thereafter until the sum of, to-wit, \$2,918.19 had been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said payments, the entire amount would then become due, and the Plaintiff could seize said automobile and sell 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, the Defendant agreed to pay the amount of the deficiency. Plaintiff avers that said written instrument, together with all rights thereunder, was assigned to it in writing by the said TREADWELL FORD, INC. before default in said written instrument, for which a valuable consideration has been paid.

The Plaintiff alleges that the Defendant defaulted in said written instrument in that he failed to make the payments provided for therein,


Complaint -

- 2 -

leaving a balance of, to-wit, \$2,139.90; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1,300 was received for the automobile, which sum the Plaintiff alleges was the reasonable market value of the automobile at the time of the seizure and at the time of the sale, and that after applying the amount received from the sale of the said automobile to the balance due under the said written instrument, and allowing all just credits, a balance of, to-wit, \$578.45 remains due and unpaid.

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

Plaintiff claims the additional sum of, to-wit, \$75 as a reasonable attorney's fee, averring that, \$75 is a reasonable attorney's fee as is provided for in said written instrument.

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

Defendant's address:

519 Grand Avenue

Fairhope, Alabama

FILED

JUL 29 1925

ALICE J. DUCK, CLERK  
REGISTER

6622

SUMMONS

FORD MOTOR CREDIT COMPANY, a  
Corporation,

PLAINTIFF,

VS:

JAMES A. ROGERS,

DEFENDANT.

Received on 29 day of July 1965  
Served a copy of the within on 31 day of July 1965  
James A. Rogers

service on James A. Rogers  
Taylor Wilkins, Sheriff  
By Roy Randall  
J. S. S. S.

Sheriff claims 70 miles at  
7.00  
Roy Randall  
DEPUTY SHERIFF

FILED

JUL 29 1965

ALICE J. DUCK, CLERK  
REGISTER

FORD MOTOR CREDIT COMPANY, )  
a corporation, )  
Plaintiff, )  
vs. )  
JAMES A. ROGERS, )  
Defendant. )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT-LAW CASE NO. 6622

Comes now the Defendant in the above styled cause,  
and for answer to the Bill of Complaint filed herein says:

1. "Not Guilty".
2. That the debt sued on has been paid prior to the commencement of this suit.

  
ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel  
for the opposing party in the foregoing matter with a copy of this  
pleading by depositing in the United States Mail a copy of same in  
a properly addressed envelope with adequate postage thereon.

This 21<sup>st</sup> day of August, 1965.

  
ATTORNEY FOR DEFENDANT

FILED  
AUG 24 1965  
JUDGE J. DUCK, CLERK  
REGISTER

Please have the case dismissed and  
send the cost bill to me.

JVD