

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

April 29, 1966

Honorable Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama

Re: Associates Discount Corporation
Vs: Thomas E. Jerkins, Robert Taylor
and Floyd G. Taylor

Dear Judge Mashburn:

You will see by the copy of the enclosed letter from Mr. Thompson that we have agreed to dismiss this case with the Defendant paying the Court costs.

Kindly enter such an order so that it can be dismissed from Court docket.

Cordially yours,

A handwritten signature in dark ink, appearing to read "Forest A. Christian", with a stylized flourish at the end.

FOREST A. CHRISTIAN

C. LENOIR THOMPSON

Attorney-at-Law

BAY MINETTE, ALABAMA

36507

Office Phone: 937-3921

Residence Phone: 937-7427

April 23, 1966

Honorable Forest Christian
Attorney at Law
Foley, Alabama

Re: Associates Disposal Corp.
vs.
Thomas E. Jerkins, Robert
Taylor and Floyd C. Taylor

Dear Forest:

I recall that you indicated your willingness for a
settlement in the above styled cause on the same basis as
the other cases.

Therefore, we will agree to pay the court costs if you
dismiss. Advise me by return mail.

Sincerely,

C. Lenoir Thompson

CLT/hm

APR 29 1966

Dear Lenoir,

*Please have court enter
such an order.*

Jeff Allen

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons THOMAS E. JERKINS, ROBERT G. TAYLOR, and FLOYD G. TAYLOR, 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 BIG THREE DODGE, INC.

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

Alice J. Clark
Clerk

* * * * *

COMPLAINT

ASSOCIATES DISCOUNT CORPORATION,
an Alabama corporation, Assignee
of BIG THREE DODGE, INC.,

PLAINTIFF,

VS:

THOMAS E. JERKINS, ROBERT G. TAYLOR,
and FLOYD G. TAYLOR,

DEFENDANT.

X
X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

6623

The Plaintiff claims of the Defendants the sum of, to-wit, SEVEN HUNDRED SIXTY-FIVE & 69/100 DOLLARS (\$765.69), damages, for the breach of a written agreement entered into by the Defendants on, to-wit, May 5, 1961, by which they promised to pay to BIG THREE DODGE, INC. the sum of, to-wit, \$57.26 each month, commencing on, to-wit, May 15, 1961, and continuing on the 15th day of each month thereafter until the sum of, to-wit, \$1,202.46 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 Defendants and apply the proceeds of said sale to the remainder due under the said written instrument, together with all rights thereunder, was assigned to it in writing by the said BIG THREE DODGE, INC., before default in said written instrument, for which a valuable consideration has been paid.

Complaint-

- 2 -

The Plaintiff claims that the Defendants defaulted in said written instrument in that they failed to make the payments provided for therein, leaving a balance of principal due of, to-wit, \$931.14; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$100 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, \$765.69 remains due and unpaid.

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

The Plaintiff claims the additional sum of, to-wit, \$135 as a reasonable attorney's fee, averring that, to-wit, \$135 is a reasonable attorney's fee as is provided for in said written instrument.


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

Defendants' addresses are:

Mr. Robert G. Taylor & Floyd G. Taylor
Route 2, Pine Grove Road
Bay Minette, Alabama

Mr. Thomas E. Jerkins
402 Railroad Street
Bay Minette, Alabama

FILED

JUL 29 1965

ALICE I. DUCK, CLERK
REGISTER

ASSOCIATES DISCOUNT CORPORATION
an Alabama corporation, Assignee
of BIG THREE DODGE, INC.,

Plaintiff

VS

THOMAS E. JERKINS, ROBERT G. TAYLOR, X
and FLOYD G. TAYLOR

Defendants

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

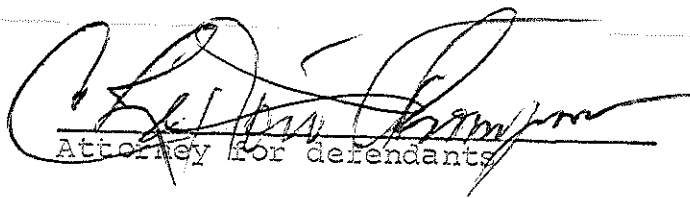
BALDWIN COUNTY, ALABAMA

AT LAW

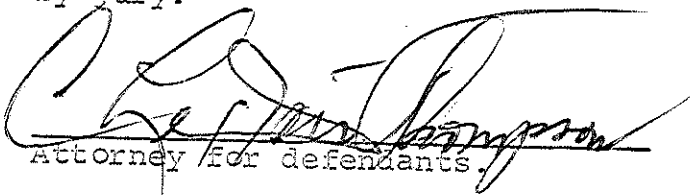
NO. 6623

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

1. Said complaint fails to state a cause of action.
2. Said complaint fails to state the method of sale
3. That said complaint fails to allege the date said
promissory note became in default.


Attorney for defendants

Defendants demand a trial by jury.


Attorney for defendants

FILED

SEP 18 1965

ALICE J. DUCK, CLERK
REGISTER

SUMMONS

STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons THOMAS E. JERKINS, ROBERT G. TAYLOR, and FLOYD G. TAYLOR, 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 BIG THREE DODGE, INC.

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

Alice J. Luck
Clerk

* * * * *

COMPLAINT

ASSOCIATES DISCOUNT CORPORATION,
an Alabama corporation, Assignee
of BIG THREE DODGE, INC.,

PLAINTIFF,

VS:

THOMAS E. JERKINS, ROBERT G. TAYLOR,
and FLOYD G. TAYLOR,

DEFENDANT.

X
X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

6623

The Plaintiff claims of the Defendants the sum of, to-wit, SEVEN HUNDRED SIXTY-FIVE & 69/100 DOLLARS (\$765.69), damages, for the breach of a written agreement entered into by the Defendants on, to-wit, May 5, 1961, by which they promised to pay to BIG THREE DODGE, INC. the sum of, to-wit, \$57.26 each month, commencing on, to-wit, May 15, 1961, and continuing on the 15th day of each month thereafter until the sum of, to-wit, \$1,202.46 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 Defendants and apply the proceeds of said sale to the remainder due under the said written instrument, together with all rights thereunder, was assigned to it in writing by the said BIG THREE DODGE, INC., before default in said written instrument, for which a valuable consideration has been paid.


Complaint-

- 2 -

The Plaintiff claims that the Defendants defaulted in said written instrument in that they failed to make the payments provided for therein, leaving a balance of principal due of, to-wit, \$931.14; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$100 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, \$765.69 remains due and unpaid.

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

The Plaintiff claims the additional sum of, to-wit, \$135 as a reasonable attorney's fee, averring that, to-wit, \$135 is a reasonable attorney's fee as is provided for in said written instrument.


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

Defendants' addresses are:

Mr. Robert G. Taylor & Floyd G. Taylor
Route 2, Pine Grove Road
Bay Minette, Alabama

EX-8-17-65

Mr. Thomas E. Jerkins
402 Railroad Street
Bay Minette, Alabama

← N.F.

FILED

JUN 29 1965

ALICE J. DUCK, CLERK
REGISTER

6623

SUMMONS AND COMPLAINT

ASSOCIATES DISCOUNT CORPORATION,
an Alabama corporation, Assignee
of BIG THREE DODGE, INC.,

PLAINTIFF,

VS:

THOMAS E. JERKINS,
ROBERT G. & FLOYD G. TAYLOR,

DEFENDANTS.

29
Received ~~29~~ 9 day of July 1945
and on 17 day of Aug 45
served a copy of the within
in ~~Thomas E. Jerkins;~~
Robert G. & Floyd G.
by service on Taylor

TAYLOR WILKINS, Sheriff

By W. A. Tolbert

4 miles East of B. M.

Thomas E. Jerkins
Not found in this
County

Sheriff claims 16 miles at

Ten Cents per mile Total \$ 1.60

TAYLOR WILKINS, Sheriff

BY W. A. Tolbert
DEPUTY SHERIFF

Returned 18 day of Aug 1945
Not found in my county after diligent search and in-
quiry. As to Thomas E. Jerkins

Taylor Wilkins, Sheriff

By W. A. Tolbert
Deputy Sheriff

FILED
JUL 20 1945
ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA