

SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY, )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons JAMES E. WALL, 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, a corporation,	X	
	X	IN THE CIRCUIT COURT OF
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS:	X	
	X	AT LAW
JAMES E. WALL,	X	6624
	X	
DEFENDANT.	X	

The Plaintiff claims of the Defendant the sum of ONE THOUSAND FOUR HUNDRED NINETY-TWO & 74/100 DOLLARS (\$1,492.74) damages, for the breach of a written agreement entered into by the Defendant on, to-wit, July 9, 1963, by which he promised to pay to GASTON MOTOR CO., INC., the sum of, to-wit, \$93.43 each month, commencing on, to-wit, August 20, 1963, and continuing on the 20th day of each month thereafter until the sum of, to-wit, \$4,061.53 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 GASTON MOTOR CO., 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, leaving a balance of, to-wit, \$3,067.64; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1,701.14 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, \$1,492.74 remains due and unpaid.

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

Plaintiff claims the additional sum of, to-wit, \$200 as a reasonable attorney's fee, averring that, \$200 is a reasonable attorney's fee as is provided for in said written instrument.



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

Defendant's address:

Star Route

Silverhill, Alabama

FILED

JUL 29 1965

ALICE J. DUCK, CLERK  
REGISTER

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

January 14, 1965

Honorable Telfair Mashburn  
Circuit Judge  
Bay Minette, Alabama

Re: Ford Motor Credit Company  
Vs: James C. Wall  
Case No. 6624

Dear Judge Mashburn:

Since the Defendant lives in the State of Illinois,  
please take a non-suit. It is possible that you have  
already done ~~this since~~ this case was not called yesterday.

Cordially yours,

  
FOREST A. CHRISTIAN

SUMMONS

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

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

*Alice J. Weeks*  
Clerk

\* \* \* \* \*

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FORD MOTOR CREDIT COMPANY, a corporation,	X	
	X	IN THE CIRCUIT COURT OF
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS:	X	
	X	AT LAW
JAMES E. WALL,	X	6624
	X	
DEFENDANT.	X	

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The Plaintiff alleges that the Defendant defaulted in said written instrument in that he failed to make the payments provided for therein, leaving a balance of, to-wit, \$3,067.64; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1,701.14 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, \$1,492.74 remains due and unpaid.

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

Plaintiff claims the additional sum of, to-wit, \$200 as a reasonable attorney's fee, averring that, \$200 is a reasonable attorney's fee as is provided for in said written instrument.

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

Defendant's address:

Star Route

Silverhill, Alabama

*N.F.*

FILED  
 JUL 29 1953  
 ALICE L. DUCK, CLERK  
 REGISTER

6624

SUMMONS AND COMPLAINT

Received 29 day of July 1965

and on \_\_\_\_\_ day of \_\_\_\_\_ 1965

I served a copy of this writ See

on James E. Wall

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By \_\_\_\_\_

FORD MOTOR CREDIT COMPANY, an  
corporation,

PLAINTIFF,

VS:

JAMES E. WALL,

6 years Bay Rd Dept

DEFENDANT.

Garchope

FILED

JUL 29 1965

ALICE J. DUCK, CLERK  
REGISTRAR

returned 27 day of Aug 1965  
Not found in my county after diligent search and in-  
quiry.  
Taylor Wilkins, Sheriff  
Ray Randle  
Deputy Sheriff

318 N. 6<sup>th</sup> St.

VANDALA, ILL.

James E. Hall  
address