

## SUMMONS

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons EARL LEE MILLER, 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 23 day of August, 1965.

Clare

## COMPLAINT

FORD MOTOR CREDIT COMPANY,  
a corporation.

# PLAINTEXT

VS:

EARL LEE MILLER

**DEFENDANT.**

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

The Plaintiff claims of the Defendant the sum of THREE HUNDRED FIFTY-FIVE & 80/100 DOLLARS (\$355.80) damages, for the breach of a written agreement entered into by the Defendant on, to-wit, August 31, 1961, by which he promised to pay to TREADWELL FORD, INC, the sum of, to-wit, \$75.40 each month, commencing on, to-wit, October 16, 1961, and continuing on the 16th day of each month thereafter until the sum of, to-wit, \$3,214.40 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 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, leaving a balance of, to-wit, \$758.95; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$400 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, \$355.80 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, \$70 as a reasonable attorney's fee, averring that, \$70 is a reasonable a attorney's fee as is provided for in said written instrument.

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

Defendant's Address:

General Delivery  
Daphne, Alabama

SUMMONS

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

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You are hereby commanded to summons EARL LEE MILLER, 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 7<sup>th</sup> day of August, 1965.

Deane J. Hines  
Clerk

\* \* \* \* \*  
COMPLAINT


FORD MOTOR CREDIT COMPANY, a corporation,	X	
	X	
PLAINTIFF,	X	IN THE CIRCUIT COURT OF
VS:	X	BALDWIN COUNTY, ALABAMA
EARL LEE MILLER,	X	AT LAW
DEFENDANT.	X	

The Plaintiff claims of the Defendant the sum of THREE HUNDRED FIFTY-FIVE & 80/100 DOLLARS (\$355.80) damages, for the breach of a written agreement entered into by the Defendant on, to-wit, August 31, 1961, by which he promised to pay to TREADWELL FORD, INC, the sum of, to-wit, \$75.40 each month, commencing on, to-wit, October 16, 1961, and continuing on the 16th day of each month thereafter until the sum of, to-wit, \$3,214.40 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 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, leaving a balance of, to-wit, \$758.95; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$400 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, \$355.80 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, \$70 as a reasonable attorney's fee, averring that, \$70 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:

General Delivery  
Daphne, Alabama

Daphne  
720 6657

SUMMONS AND COMPLAINT

received 23 day of Aug. 1965

and on        day of        1965

received a copy of the within, etc

Earl Lee Miller

service on       

TAYLOR WILKINS, Sheriff

By        D. S.

FORD MOTOR CREDIT COMPANY, a  
corporation,

PLAINTIFF,

VS

EARL LEE MILLER,

DEFENDANT.

returned 30 day of Nov 1965

Not found in my county after diligent search and in-

quiry

Taylor Wilkins, Sheriff

Roy Randall  
Deputy Sheriff

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA