

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 6702

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon EDDIE LEE SMITH

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, State of Alabama, at Bay Minette, against.....

EDDIE LEE SMITH

....., Defendant.....

by O.K. USED AUTO SALES, INC., a corporation,

....., Plaintiff.....

Witness my hand this 23 day of Sept 1945

Alfred J. French Clerk

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

~~O.K. USED AUTO SALES, INC.~~

a corporation.

Plaintiffs

vs.

EDDIE LEE SMITH

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

..... Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Belforest Road 4 miles east
of Daphne, Ala. or Schermer
Packing Co. in Robertsedale, Ala.

Received In Office

..... 19.....

....., Sheriff

I have executed this summons

this 19.....

by leaving a copy with

..... Sheriff

..... Deputy Sheriff

O.K. USED AUTO SALES, INC.,)
a corporation,)

Plaintiff,)

vs.)

EDDIE LEE SMITH,)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

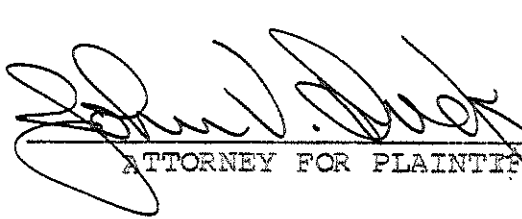
Plaintiff claims of the Defendant TWO HUNDRED NINETY-SEVEN (\$297.00) DOLLARS due by written contract executed by the Defendant on, to-wit: the 21st day of May, 1965. Plaintiff avers that the Defendant breached said Contract in that he failed and refused to pay the installments due on said Contract. Plaintiff avers that as a result of said default, the Plaintiff did on, to-wit: the 6th day of August, 1965 in accordance with the terms of said Contract, repossess the following described chattel or personal property, viz: one 1957 Mercury two-door Monterey, Serial Number 57SL-33162M, sold under the terms of said Contract, and that on, to-wit: the 17th day of August, 1965 the Plaintiff did sell said chattel or personal property for the sum of SEVENTY (\$70.00) DOLLARS.

Plaintiff further avers that said sum was fair and reasonable market value of said chattel or personal property at the time of said sale by Plaintiff and that said sale price has been duly credited to the Defendant's account and further, Plaintiff avers that all just and proper credits have been allowed the Defendant but that there remains due and payable on said Contract the said sum of TWO HUNDRED NINETY-SEVEN (\$297.00) DOLLARS.

Plaintiff further avers that in and by the said Contract the Defendant waived as to this debt all rights of exemption under the Constitution and laws of the State of Alabama, and the Plaintiff now claims the benefit of said waiver.

Plaintiff further avers that in and by the terms of said Contract the Defendant agreed that in the event of a default that he would pay reasonable attorneys fees and the Plaintiff now claims a reasonable attorneys fee as provided under the terms of said Contract.

FILED
SEP 23 1965
JAMES L. DICK, CLERK


ATTORNEY FOR PLAINTIFF

O.K. USED AUTO SALES, INC.,)
a corporation,)

Plaintiff,)

vs.)

EDDIE LEE SMITH,)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

711.6702

Plaintiff claims of the Defendant TWO HUNDRED NINETY-SEVEN (\$297.00) DOLLARS due by written contract executed by the Defendant on, to-wit: the 21st day of May, 1965. Plaintiff avers that the Defendant breached said Contract in that he failed and refused to pay the installments due on said Contract. Plaintiff avers that as a result of said default, the Plaintiff did on, to-wit: the 6th day of August, 1965 in accordance with the terms of said Contract, repossess the following described chattel or personal property, viz: one 1957 Mercury two-door Monterey, Serial Number 57SL-33162M, sold under the terms of said Contract, and that on, to-wit: the 17th day of August, 1965 the Plaintiff did sell said chattel or personal property for the sum of SEVENTY (\$70.00) DOLLARS.

Plaintiff further avers that said sum was fair and reasonable market value of said chattel or personal property at the time of said sale by Plaintiff and that said sale price has been duly credited to the Defendant's account and further, Plaintiff avers that all just and proper credits have been allowed the Defendant but that there remains due and payable on said Contract the said sum of TWO HUNDRED NINETY-SEVEN (\$297.00) DOLLARS.

Plaintiff further avers that in and by the said Contract the Defendant waived as to this debt all rights of exemption under the Constitution and laws of the State of Alabama, and the Plaintiff now claims the benefit of said waiver.

Plaintiff further avers that in and by the terms of said Contract the Defendant agreed that in the event of a default that he would pay reasonable attorneys fees and the Plaintiff now claims a reasonable attorneys fee as provided under the terms of said Contract.

FILED
SEP 23 1965
JAMES L. DICK, CLERK
REGISTER

189
[Signature]
ATTORNEY FOR PLAINTIFF

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonEDDIE LEE SMITH.....

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, State of Alabama, at Bay Minette, against.....

EDDIE LEE SMITH

....., Defendant.....

byO.K. USED AUTO SALES, INC., a corporation.....

....., Plaintiff.....

Witness my hand this.....23.....day of.....Sept.....1965.....

N.F.

150

Alvin J. Smith

....., Clerk

No. 6702

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

O.K. USED AUTO SALES, INC.,

a corporation,

Plaintiffs

vs.

EDDIE LEE SMITH

Defendants

SUMMONS AND COMPLAINT

Filed SEP 23 1965 19.....

Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Belforest Road 4 miles east
of Daphne, Ala. or ~~Schermer~~
~~Packing Co. in Robertsdale, Ala.~~

Received In Office

SEP 23 1965 19.....

TAYLOR WILKINS, Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Returned 20 day of Nov 1965

Not found in my county after diligent search and in
quiry.

Taylor Wilkins, Sheriff

By Randall
Deputy Sheriff

..... Sheriff

..... Deputy Sheriff

(In army)
Randall

SPL

John v. duck
~~DUCK & LACEY~~

Attorneys at Law

P. O. DRAWER A-J - FAIRHOPE, ALABAMA

MESSAGE

REPLY

TO

Mrs. Alice J. Duck

Bay Minette, Ala.

DATE

September 21, 1965

Re: O.K. USED AUTO SALES vs. EDDIE LEE SMITH

740.6707

Dear Mrs. Duck:

Enclosed is Bill of Complaint for filing
together with copy of same and Summons
for serving.

Sincerely,

DATE

SEP 24 1965

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED