

SUMMONS

6562

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons CLINTON A. BAUERS, 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 24 day of June, 1965.

[Signature]
Clerk

* * * * *

COMPLAINT

FORD MOTOR CREDIT COMPANY,
a corporation,

PLAINTIFF,

VS:

CLINTON A. BAUERS,

DEFENDANT.

X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Plaintiff claims of the Defendant the sum of, SEVEN HUNDRED EIGHTY & 36/100 DOLLARS (\$780.36) damages, for the breach of a written agreement entered into by the Defendant on, to wit, April 30, 1962, by which he promised to pay to GASTON MOTOR COMPANY, INC the sum of, to-wit, \$64.12 each month, commencing on, to-wit, June 1, 1962, and continuing on the 1st day of each month thereafter until the sum of, to-wit \$2,889.32 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 P 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 COMPANY, INC. before default in said written instrument, for which a valuable consideration has been paid.

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, \$2,014.91; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$920.00 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, \$780.36 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, \$138.00 as a reasonable attorney's fee, averring that, \$138.00 is a reasonable attorney's fee as is provided in said written instrument.



Forest A. Christian
Attorney for the Plaintiff

Forest A. Christian
Attorney at Law
Foley, Alabama

Defendant may be served at:

Route 2, Box 191
Fairhope, Alabama

67-7-6-65

FILED

JUN 24 1965

ALICE L. DICK, CLERK
REGISTERED

Served on 12 day of July 1960
served a copy of the within D & C

Clinton Bauers

by service on Clinton Bauer

Saylor Wilkins

TAYLOR WILKINS, Sheriff
By Roy Randal D.S.

F. Hope

Sheriff claims 70

Rate Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff
BY Roy Randal
DEPUTY SHERIFF

SUMMONS AND COMPLAINT

FORD MOTOR CREDIT COMPANY, a
corporation,

PLAINTIFF,

VS:

CLINTON BAUERS,
Rt. 2, Box 191
Fairhope, Alabama

DEFENDANT.

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

ENGEL AND SMITH

ATTORNEYS AT LAW
MOBILE-PRICHARD

MYLAN R. ENGEL
FRED F. SMITH, JR.
LEO A. SMITH, JR.

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TELEAC 205 438-3625
116 ELLIS AVENUE
P. O. BOX 10622
PRICHARD, ALABAMA 36610
TELEAC 205 457-9579

June 8th, 1965

Mr. Forest A. Christian
Attorney at Law
Foley, Alabama

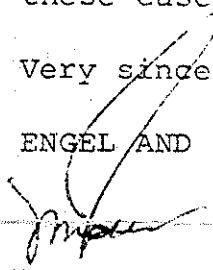
Dear Forest:

At your request please find enclosed copy of bill of complaint which we use on the deficiency suits for Ford Motor Credit Company.

For your information, Ford Motor Credit Company is a subsidiary of Ford Motor Company of Dearborn, Michigan. However, Ford Motor Credit Company is authorized to do business in Alabama and has offices in the Milner Building here in Mobile. Therefore, it should not be necessary to advance any court costs in any of these cases.

Very sincerely yours,

ENGEL AND SMITH



Mylan R. Engel

MRE/jeg

Enclosure as indicated.