

SUMMONS

6563

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons RUFUS L. HOLMES, 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.

Perce J. Smith
Clerk

* * * * *

COMPLAINT

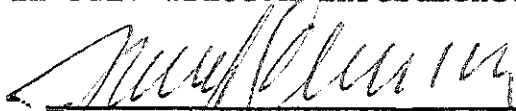
FORD MOTOR CREDIT COMPANY,	X	
a corporation,	X	
	X	IN THE CIRCUIT COURT OF
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS:	X	
	X	AT LAW
RUFUS L. HOLMES,	X	
	X	
DEFENDANT.	X	

Plaintiff claims of the Defendant the sum of, to-wit, SEVEN HUNDRED TWENTY-SIX & 60/100 DOLLARS (\$626.60) damages, for the breach of a written agreement entered in to by the Defendant on, to-wit, May 29, 1961, by which he promised to pay to TREADWELL FORD, INC. the sum of, to-wit, \$80.29 each month, commencing on, to-wit, July 15, 1961, and continuing on the 15th day of each month thereafter until the sum of, to wit, \$3,319.74 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 TREADWELL FORD, 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, \$700.00; that the automobile mentioned therein was seized and sold and the sum of, to-wit \$ 726.60 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, \$726.60 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, \$108.99 as a reasonable attorney's fee, averring that, \$108.99 is a reasonable attorney's fee as is provided in said written instrument.


Forest A. Christian
Attorney for Plaintiff

Defendant may be served at:

c/o Roy Fishing Camp
Gulf Shores, Alabama

64-7-10-65

FILED
OCT 24 1965
ALICE L. DICK, CLERK
REGISTER

and on 10 day of July 1935
I served a copy of the within 8 & C
on Rufus L. Holmes

By service on above
TAYLOR WILKINS
By JM Earthen
Bon Secombe

Sheriff claims 86 miles at
Ten Cents per mile Total \$ 8.60
TAYLOR WILKINS, Sheriff
BY JM Earthen
DEPUTY SHERIFF

Bon Secombe

SUMMONS AND COMPLAINT

FORD MOTOR CREDIT COMPANY, a
corporation,

PLAINTIFF,

VS:

RUFUS L. HOLMES,

DEFENDANT.

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA