

COPY

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

December 8, 1965

James R. Owen, Esq.
Attorney at Law
Bay Minette, Alabama

Re: Ford Motor Credit Company
Vs: L. B. Galloway
Case No. 6564

Dear Jim:

I have been authorized by the Plaintiff to request
the Court to take a nonsuit in the above mentioned case.

Cordially yours


FOREST A. CHRISTIAN

cc: Honorable Telfair Mashburn
Circuit Judge Baldwin County
c/o Clerk of Court
Bay Minette, Alabama

SUMMONS

6564

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons L. B. GALLOWAY 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.

Alice J. Smith
Clerk

* * * * *

COMPLAINT

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

Plaintiff claims of the Defendant the sum of, to wit, SIX HUNDRED SEVENTY-SEVEN & 66/100 DOLLARS (\$677.66) damages, for the breach of a written agreement entered into by the Defendant on, to-wit, June 15, 1962, by which he promised to pay to GREEN LINCOLN-MERCURY, INC. the sum of, to-wit, \$80 each month, commencing on, to-wit, August 1, 1962, and continuing on the 1st day of each month thereafter until the sum of, to-wit, \$3,475.00 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 GREEN LINCOLN-MERCURY, 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, \$2,077.66; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1,400.00 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, allowing all just credits, a balance of, to-wit, \$677.66 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, \$101.70 as a reasonable attorney's fee, averring that, \$101.70 is a reasonable attorney's fee as is provided in said written instrument.

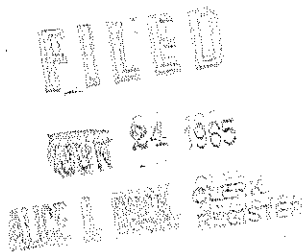


Forest A. Christian
Attorney for Plaintiff

Defendant may be served at:

Bay Minette, Alabama

EK-6-28-65



Served on 28 day of June 1965
Served a copy of the within on L. B. Galloway

By service on
TAYLOR WELKIN
By W. A. Zelbert
om

SUMMONS AND COMPLAINT

FORD MOTOR CREDIT COMPANY, a
corporation,

PLAINTIFF,

VS:

L. B. GALLOWAY,
Bay Minette, Alabama

DEFENDANT.

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 6564

PLEA

Now comes the defendant in the above styled cause and for plea to the complaint heretofore filed in said cause assigns the following separately and severally:

1. The allegations of the complaint are untrue.
2. The defendant for answer to the said complaint says that he has paid the debt for the recovery of which this suit was brought, before the action was commenced.

~~Attorney for Defendant~~

Defendant demands a trial by jury of said cause.

Attorney for Defendant

FILED
JUL 19 1965
ALICE L. DUCK, CLERK
REGISTERED