

SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons BEN ELLIS SUNDAY, 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.

Beice French  
Clerk

\* \* \* \* \*

COMPLAINT

FORD MOTOR CREDIT COMPANY,  
a corporation,

PLAINTIFF,

VS:

BEN ELLIS SUNDAY,

DEFENDANT.

X  
X  
X  
X  
X  
X  
X


IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

Plaintiff claims of the Defendant the sum of, to-wit, NINE HUNDRED EIGHTY & 18/100 DOLLARS (\$980.18) damages, for the breach of a written agreement entered into by the Defendant on, to-wit: December 20, 1961, by which he promise to pay to TREADWELL FORD, INC. the sum of, to-wit: \$104.41 each month, commencing on, towit, January 30, 1962, and continuing on the 30th day of each month thereafter until the sum of, to-wit, \$3,067.84 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 reaminder 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, \$1,885.18; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$905.00 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: \$980.18 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: \$135.00 as a reasonable attorney's fee, averring that, \$135.00 is a reasonable attorney's fee as is provided in said written instrument.

  
Forest A. Christian  
Attorney for Plaintiff

Forest A. Christian  
Attorney at Law,  
Foley, Alabama

Defendant may be served at:

Box 187  
Robertsdale, Alabama

EX-7-3-65

FILED

JUN 24 1965

ALICE J. DUCK, CLERK

on 3 day of July 1965  
served a copy of the within  
on Ben Ellis Sunday

By service on

TAYLOR WILKINS, Sheriff

By R. F. Hall

R. F. Hall

50 miles at  
5.00  
H. F. Hall  
DEPUTY SHERIFF

SUMMONS AND COMPLAINT

FORD MOTOR CREDIT COMPANY, a  
corporation,

PLAINTIFF,

VS:

BEN ELLIS SUNDAY  
Box 187  
Robertsdale, Alabama

DEFENDANT.

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LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA