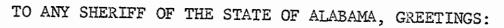
SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.



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 14 day of June, 1965.

* * * * * * *

COMPLAINT

FORD MOTOR CREDIT COMPANY, X a corporation, X IN THE CIRCUIT COURT OF PLAINTIFF, BALDWIN COUNTY, ALABAMA AT LAW

DEFENDANT.

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 autmobile, which sum the Plaintiff alleges was the reasonable market value of the autmobile 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 anstrument.

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.

Attorney for Plaintiff

Forest A. C

Attorney of Law. Foley, Alabama

Defendant may be served at:

Box 187 Robertsdale, Alabama

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By service on FAYLOR WILLEINS, Sheriff By It Floriday

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H. J. Aglanie

SUMMONS AND COMPLAINT

FORD MOTOR CREDIT COMPANY, a corporation,

PLAINTIFF,

VS:

BEN ELLIS SUNDAY Box 187 Robertsdale, Alabama

DEFENDANT.

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA