

COPY

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

December 8, 1965

Messrs. Wilters & Brantley
Attorneys at Law
P. O. Box 927
Bay Minette, Alabama

Re: Ford Motor Credit Company
Vs: Eugene M. Harper
Case No. 6566

Dear Harry:

I have been authorized by the Plaintiff to request
the Court to take a non-suit 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

FORD MOTOR CREDIT COMPANY,
a corporation,

PLAINTIFF

VS

EUGENE M. HARPER,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1266

1.

Comes now the Defendant, and in his name and for answer to the Bill of Complaint, says that he has paid the debt, or demand for the recovery of which this suit was brought, before this action was commenced.

2.

The Defendant for answer to the complaint, saith that he is not guilty of the matters alleged therein.

Eugene M. Harper
Defendant

WILTERS, BRANTLEY & NESBIT

By:

Phyllis S. Nesbit
Attorney for Defendant

Defendant demands a
trial by Jury

WILTERS, BRANTLEY & NESBIT

By:

Phyllis S. Nesbit

FILED

SEP 2 1905

ALICE J. DUCK, CLERK
REGISTER

No. 6566

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

FORD MOTOR CREDIT COMPANY,
a corporation,

Plaintiff

VS

EUGENE M. HARPER,

Defendant

ANSWER

Forest A. Christian
Foley, Alabama

Plaintiff's attorney

Wilters, Brantley & Nesbit
Robertsdale, Alabama

Defendant's attorney

FILED

SEP 2 1965

ALICE J. DUCK CLERK
REGISTER

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons EUGENE M. HARPER, 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.

Deane J. Alcock
Clerk

* * * * *

COMPLAINT

FORD MOTOR CREDIT COMPANY,
a corporation,

PLAINTIFF,

VS:

EUGENE M. HARPER,

DEFENDANT.

Y

Y

Y

Y

Y

Y

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

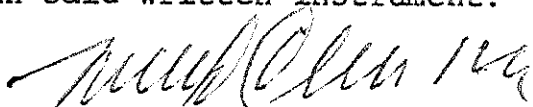
AT LAW

Plaintiff claims of the Defendant the sum of, to-wit, EIGHT HUNDRED SEVENTY-NINE & 24/100 DOLLARS (\$879.24) damages, for the breach of a written agreement entered into by the Defendant on, to-wit, August 27, 1962, by which he promised to pay to TREADWELL FORD, INC. the sum of, to-wit, \$100.80 each month, commencing on, to-wit, October 20, 1962, and continuing on the 20th day of each month thereafter until the sum of, to-wit, \$4,396.90 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, \$2,814.24; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1,935.00 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, \$879.24 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, \$132.00 as a reasonable attorney's fee, averring that, \$132.00 is a reasonable attorney's fee as is provided in said written instrument.



Forest A. Christian
Attorney for Plaintiff

Defendant may be served at:

Route 1, Box 226

Robertsdale, Alabama

EX-726-65

FILED

JUN 24 1965

ALABAMA JUDICIAL CLERK
REGISTER

22 day of July 1944
served a copy of the within D.C.
on Eugene M. Harper

By service on

TAYLOR WILKINS, Sheriff
By *Carlisle Childers*
D.S.

Sherriff claims 50
Total Court fees 5.00
TAYLOR WILKINS, Sheriff
BY *Carlisle Childers*
DEPUTY SHERIFF

SUMMONS AND COMPLAINT

FORD MOTOR CREDIT COMPANY, a
corporation,

PLAINTIFF,

VS:

EUGENE M. HARPER,
Route 1, Box 226
Robertsdale, Alabama

DEFENDANT.

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA