

ASSOCIATES DISCOUNT CORPORATION,
a corporation,

Plaintiff,

VS

CLEAVE HYATT

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 3307

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, FOUR-HUNDRED, NINETY-EIGHT and SIXTY-FIVE ONE-HUNDREDTHS (\$498.65) DOLLARS damages, for the breach of a written agreement entered into by the Defendant on, to-wit, May 19, 1956, by which he promised to pay to J. E. Still Motor Company the sum of to-wit, \$79.75 each month, commencing on, to-wit, July 5, 1956, and continuing on the 5th day of each month thereafter until the sum of, to-wit, \$2392.50 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 by the said J. E. Still Motor Company, 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 principal due, of, to-wit, \$1754.50; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$1000.00 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, a balance of, to-wit, \$498.65 remains due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemption contained in said written instrument.

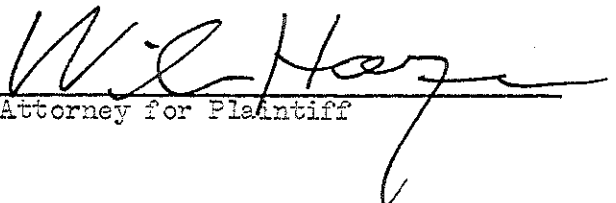
Plaintiff claims the additional sum of, to-wit, \$74.70 as a reasonable attorney's fee, averring that, to-wit, \$74.70 is a reasonable attorney's fee as is provided for in said written instrument.

COUNT TWO

Plaintiff claims of the Defendant, to-wit, FOUR-HUNDRED, NINETY-EIGHT and SIXTY-FIVE ONE-HUNDREDTHS (\$498.65) DOLLARS, due by promissory note made by him on, to-wit, May 19, 1956 and payable to J. E. Still Motor Company Plaintiff's assignor, who assigned to Plaintiff for a valuable consideration, and payable in equal monthly installments of, to-wit, \$79.75, the first installment due and payable on, to-wit, July 5, 1956 and a like installment due and payable on the like day of each month thereafter.

Plaintiff alleges that by the terms of the said note, the Defendant agreed that "If any installment of this note is not paid at or before maturity, all remaining installments shall at the option of the Holder hereof immediately become due and payable, and the undersigned, and each of them, hereby agree to pay any expense of collection, including fifteen per cent (15%) attorney's fee if placed in the hands of an attorney for collection after maturity. All parties to this note, including sureties, endorser and guarantors, hereby waive presentment for payment, notice of non-payment, protest and notice of protest and diligence in bringing suit against any party hereto, and hereby consent that time may be extended after maturity without notice and without releasing any party hereto. Reference is hereby made to a conditional sale contract between the parties hereto of even date herewith securing this note".

Plaintiff claims the additional sum of \$74.70 as a reasonable attorney's fee, averring that \$74.70 is a reasonable attorney's fee as is provided for in said promissory note.


Attorney for Plaintiff

DEFENDANT MAY BE SERVED:

Rabon Route
Bay Minette, Ala.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.-----

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Cleave
Cleave Hyatt

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, State of Alabama, at Bay Minette, against-----

Cleave
Cleave Hyatt-----, Defendant--

by ~~Associates~~ Associates Discount Corporation, a corp.-----

-----, Plaintiff--

Witness my hand this 14 day of August 1957

Reese J. Smith-----, Clerk

ASSOCIATES DISCOUNT CORPORATION, a corporation,

Plaintiff

vs.

CLEVE HYATT,

Defendant

IN THE CIRCUIT COURT OF

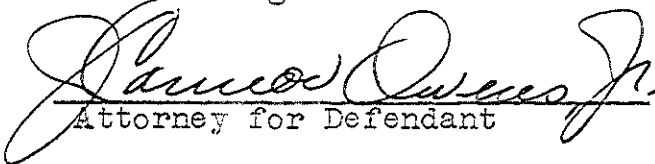
BALDWIN COUNTY, ALABAMA

IN LAW NO. 3307.

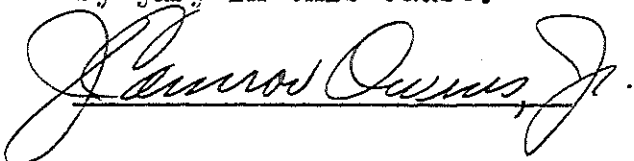
DEMURRERS

Now comes the Defendant, by his attorney, and demurs to the Complaint, and as grounds therefor, assigns the following, separately and severally:

1. That said Count I does not allege the aggregate amount of the contract between defendant and J. E. Still Motor Co.
2. That said Count I does not allege the date of default of the defendant.
3. That said Count I does not allege the date of the sale of the automobile.
4. That said Count I does not allege the place of the sale of the automobile.
5. That said Count I does not allege that the plaintiff has complied with all the provisions of the contract on its part.
6. That said Count I does not allege that the plaintiff has demanded said alleged deficiency due on said contract.
7. That said Count I does not allege that plaintiff has failed and refused to pay said alleged deficiency upon demand of the plaintiff.
8. That said Count I does not allege the date of said demand by the plaintiff.
9. That said Count II does not allege a cause of action.


Attorney for Defendant

Defendant demands a trial
by jury in this cause.



RECORDED

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN LAW. NO. 3307.

ASSOCIATE DISCOUNT CORPORATION,
a corporation,

Plaintiff

vs.

CLEVE HYATT,

Defendant

DEMURRERS

7033

FILED

SEP 17 1957

ALICE A. BUCK, Clerk

J. CONNOR OWENS, JR.
ATTORNEY AT LAW
101 Court House Square
BAY MINETTE, ALABAMA