

FORD MOTOR CREDIT COMPANY,
a Corporation

PLAINTIFF

VS

BARNEY LAWLEY,

DEFENDANT

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
) AT LAW
)
) CASE NO. 7086
)
)

Comes now Defendant and for answer to the complaint
in the above styled cause says:

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

2. The Defendant, for answer to the 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 trial by
jury this the 7th day of
November, 1966.


Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 7th day of November
1966 served a copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same by United States
Mail, properly addressed, with first class postage prepaid.



FILED
NOV 8 1966
ALICE L. DUCK, CLERK
REGISTERED

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons BARNEY LAWLEY, to appear and plead, answer or demur, within ~~thirty~~ ^{28th} 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 28th day of July, 1966.

Alice D. Week
Clerk

* * * * *

COMPLAINT

| | | |
|--|---|-------------------------|
| FORD MOTOR CREDIT COMPANY, a corporation, | X | |
| | X | IN THE CIRCUIT COURT OF |
| PLAINTIFF, | X | BALDWIN COUNTY, ALABAMA |
| VS: | X | |
| | X | AT LAW |
| BARNEY LAWLEY, | X | |
| DEFENDANT. | X | CASE NO. <u>7086</u> |

Plaintiff claims of the Defendant the sum of, to wit: ONE THOUSAND ONE HUNDRED ELEVEN & 49/100 DOLLARS (\$1,111.49) damages, for the breach of a written agreement entered into by the Defendant on, to wit: 8th day of May, 1962, by which he promised to pay to TREADWELL FORD, INC. the sum of, to wit: \$89.86 each month, commencing on, to wit: June 22, 1962, and continuing on the 22nd day of each month thereafter until the sum of, to wit: THREE THOUSAND TWO HUNDRED THIRTY-FOUR & 96/100 DOLLARS (\$3,234.96) has 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: \$2303.18; that the automobile mentioned therein was seized and sold and the sum of, to wit: \$1,100.00 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 said automobile to the balance due under the said written instrument, and allowing all just credits, a balance of, to wit, \$1,111.49 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: \$222.30 as a reasonable attorney's fee, averring that, \$222.30 is a reasonable attorney's fee as is provided for in said written instrument.

Attorney for the Plaintiff

BY:

Forest A. Christian, Esq.
P.O. Drawer 190
Foley, Alabama 36535

Defendant's address:

Foley, Alabama

FILED

NOV 28 1966

ALICE L. DUCK, CLERK
REGISTER

Received 28 day of July 1966
and on 25 day of Oct. 1966
I served a copy of the within A.C.
on Barney Lawley

By service on _____

TAYLOR WILKINS, Sheriff,
By H. J. Hall D. S.
R. Dale

Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
BY H. J. Hall
DEPUTY SHERIFF

7088
SUMMONS AND COMPLAINT

FORD MOTOR CREDIT COMPANY, a
corporation,

PLAINTIFF,

VS:

BARNEY LAWLEY,

R. Hale, Ala.

DEFENDANT.

Sam J. Mountain

Wife - Martha

Trailer

Whitesville, Ala.

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA