

COMMERCIAL CREDIT CORPORATION,) IN THE CIRCUIT COURT OF
a corporation,

Plaintiff

)

BALDWIN COUNTY,

ALABAMA

VS:

)

AT LAW

JOHN W. MOODY,

)

Defendant

)

CASE NO. 7457-
7452

AMENDED COMPLAINT

Comes now the plaintiff in the above styled cause and with leave of Court first had and obtained, amends its complaint heretofore filed by adding thereto the following, separate and several, Count Two:

COUNT TWO

Plaintiff claims of the defendant the sum of \$2,548.98, due from him under and by virtue of the terms of a written retail installment contract executed heretofore on, to-wit, November 26, 1965, under the terms of which the plaintiff purchased a motor vehicle as described therein and defendant agreed to pay the unpaid purchase price of said motor vehicle, by paying installments of \$149.94 per month for eighteen equal successive months, on the 10th day of each month, commencing January 10, 1966 until the full amount was paid. Plaintiff avers that the defendant breached the terms of said contract in that he failed and refused to pay the installments as specified thereunder and plaintiff avers that it has done and performed all things as required of plaintiff under the terms of said contract, but that defendant has failed and refused to comply with the terms of said contract by refusing to pay said installments and plaintiff avers that there is a balance due and owing under the terms of said contract in the sum of \$2,548.98. Plaintiff attaches

hereto and by reference makes a part hereof as though fully set out herein, a true and correct copy of said retail installment contract, labeled "Exhibit A". Plaintiff further avers that under the terms of said contract the defendant waived all right of exemption as to personal property and plaintiff further avers that under the terms of said contract the defendant agreed to pay a reasonable attorney's fee, to-wit, 15% of the sum due and unpaid, in the event it became necessary to collect the balance due under the contract by placing the same with an attorney and plaintiff claims the sum of \$127.44 as a reasonable attorney's fee and plaintiff avers that said fee is reasonable.

B. F. Stokes, III

B. F. STOKES, III
Attorney for Plaintiff

Serve the defendant at 11 Fells Avenue, Fairhope, Alabama.

FILED

JUN 27 1967

MISS. CLERK
JAMES O. BUCK



RETAIL INSTALLMENT CONTRACT

04680

TRANS. NO.

DATE OF CONTRACT November 26, 1965

NAME(S) OF PURCHASER(S) John W. Moody (If Mobile Home, and Purchaser is married, show names of both husband and wife)		ADDRESS OF PURCHASER (STREET)(CITY)(COUNTY)(STATE)(ZIP CODE) P. O. Box 17, Guin, Alabama	
NAME OF SELLER Waters Truck & Tractor Co., Inc.		ADDRESS OF SELLER (STREET)(CITY)(COUNTY)(STATE)(ZIP CODE) Hwy 82 W., Columbus, Lowndes, Miss.	

The undersigned Seller hereby sells, and the undersigned Purchaser (meaning all of undersigned, jointly and severally), hereby purchases, for the time price (which is the sum of Down Payment (2) and Total Time Balance (9)) and promises to pay to Seller or his order the said time price and subject to the terms and conditions herein-after set forth below and on the reverse hereof, the following property, hereinafter called "Vehicle", complete with furniture, appliances, attachments and equipment, delivery and acceptance of which in good order hereby is acknowledged by the Purchaser.

YEAR USED 1957	MAKE (TRADE NAME) Mack	NO. CYLS. 6	STANDARD, CUSTOM, SPECIAL, SUPER, ETC. Tractor	LENGTH & DESCRIPT.—M—H OR TYPE OF BODY—CAR B61	MODEL, LETTER OR NUMBER B61T3662	MANUFACTURER'S SERIAL NO.	MOTOR NO.
<input type="checkbox"/> AUTOMATIC TRANSMISSION	<input type="checkbox"/> OVERDRIVE	<input type="checkbox"/> RADIO	<input type="checkbox"/> HEATER	<input type="checkbox"/> POWER STEERING	<input type="checkbox"/> POWER BRAKES	<input type="checkbox"/> POWER WINDOWS	<input type="checkbox"/> AIR CON. DITIONING
<input type="checkbox"/> OTHER (DESCRIBE)							

INSURANCE

IF UNPAID BALANCE EXCEEDS \$300: COMPREHENSIVE INSURANCE REQUIRED ON ALL VEHICLES; COLLISION ON ALL MOVING VEHICLES.

☐ Please purchase the coverages checked below. A completed rating statement is attached.

Fire and Theft ☒ Combined Additional Coverage ☒
Comprehensive ☐ Collision Deductible \$ 250.00 ☒

Amount of above Coverages: Actual Cash Value Payable to Purchaser and Holder of Contract as Interest May Appear.

Towing and Labor Costs—available on passenger cars only:

Max. \$25 for each.

Coverage Expires 18 Mos. After Date of Contract.

The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others.

☐ Complete and \$ Deductible Collision have been placed through

(Agent's Name)

Address)

(Name of Insurance Company)

☒ CREDIT LIFE AND LIMITED HOSPITAL AND ACCIDENT INSURANCE AND BAIL BOND CERTIFICATE

RECORD OF TRANSACTION

1. CASH SALE PRICE, including equipment	\$ 2,979.00
Trade-in (Year, Make, and Model)	1957 CO-190 Int.
DOWN PAYMENT	
a. Gross	\$
b. Less Owning	\$
c. Net Trade-in	\$ 1,295.00
(1 - b)	\$ 350.00
d. Cash	\$ 350.00
2. TOTAL DOWN PAYMENT (c + d)	\$ 1,645.00
3. UNPAID BALANCE OF CASH SALE PRICE (1 - 2)	\$ 1,274.00
4. VEHICLE INSURANCE	\$ 1,041.45
5. LIFE INSURANCE and other benefits, if any	\$ 22.24
6. OFFICIAL FEES	\$ 10.00
7. PRINCIPAL BALANCE (3 + 4 + 5 + 6)	\$ 2,347.69
8. FINANCE CHARGE	\$ 351.23
9. TIME BALANCE (7 + 8)	\$ 2,698.92

Payable as follows:

\$ 149.94 18 equal successive monthly installments of \$ 149.94 each on the 10 day of each month commencing January 10, 1966 and every month thereafter.

*If no date is inserted in blank, the first installment is payable one month from date of contract.

Or payable in unequal payments as follows:

NOTICE TO BUYER

1. Do not sign this contract before you read it or if it contains any blank spaces.

2. You are entitled to an exact copy of the contract you sign.

Accepted: The foregoing contract is hereby assigned under the terms of the assignment on the reverse.

DEALER-SELLER Waters Truck & Tractor Co., Inc.

SIGN HERE

BY John W. Moody TITLE

Mavis Kerr
* Signature of Subscribing Witness

(Signature of Subscribing Witness)

*Must have two subscribing witnesses

(One Witness to Complete Affidavit Below)

Purchaser acknowledges receipt of an executed copy of this contract.

PURCHASER John W. Moody (Seal)

(Those who are to be covered by any life insurance obtained, sign here)

PURCHASER (Seal)

SIGN HERE

STATE OF MISSISSIPPI
COUNTY OF Lowndes

AFFIDAVIT OF SUBSCRIBING WITNESS

PERSONALLY appeared before me, the undersigned Notary Public in and for said County and State.

Mavis Kerr

one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposes and saith that he saw the above named

name(s) of said subscriber thereto, and deliver the same to the Seller therein named, on the day and year named in said instrument, that he, this affiant,

subscribed his name as a witness thereto in the presence of said Purchaser(s).

SWORN and subscribed before me this

day of November 1965

My commission expires

EXHIBIT "A"

ORIGINAL FILED IN

PRINTED IN U.S.A. 10/64

Comm. Credit Corp.
P.O. Box 622
Columbus, Miss 39702
TERMS AND CONDITIONS

Vehicle shall at all times be and remain personal property. Title to Vehicle shall remain in Seller until all amounts owing hereunder are fully paid in cash. This contract may be assigned by Seller or the payment thereof renewed or extended, without passing title to Vehicle to Purchaser.

Loss, injury or destruction of Vehicle shall not release Purchaser from payment hereunder. Purchaser agrees to obtain, keep in force and deliver to Seller fire, theft, and, (including malicious mischief and vandalism) or comprehensive, and collision insurance on Vehicle and other insurance requested by Seller. Such insurance shall be in form amount and written by insurers satisfactory to Seller. Seller, as creditor and holder of an insurable interest, is authorized to purchase any and all such insurance, at Purchaser's expense, theft, or not, as herein. If the cost of such insurance is not included herein and Purchaser does not deliver such insurance to Seller within 15 days from the date hereof, or prior to termination of any existing insurance, then Seller may purchase same and Purchaser agrees to reimburse Seller for the cost thereof on demand with interest at the contract rate. Purchaser hereby assigns to Seller the proceeds of any such insurance including any refund or reimbursement to the extent of the unpaid portion of the Time Balance. Seller shall have the right to assign directly to Seller, upon demand, any and all such insurance and shall authorize Seller to assign such interests to the payment of installments due or to become due on the contract. Seller shall apply any Time Balance insurance premium refunds to the final maturing installments and pay over payment for similar insurance protecting the interests of Purchaser and Seller or either or none.

Purchaser agrees. To pay promptly all taxes and assessments upon Vehicle and/or for its use or operation and/or on this contract; if any installment should be in default for 10 days, to pay a delinquency and collection charge of 5% thereof, or \$5.00 per delinquent installment, whichever is the lesser; to keep Vehicle free from liens; that all furniture, appliances, equipment, tires, accessories and parts in, on or on the Vehicle shall become part of Vehicle and not to sell, transfer or convey Vehicle or use it for hire or illegally, and to assert any claims hereunder against Seller only, and not against Seller's assignee, neither remove Vehicle permanently from the filing jurisdiction of the Purchaser, and to sign on the face of this contract a license without the written consent of the Seller. Time is of the essence. Any notices to Purchaser shall be sufficiently given if mailed to the address last shown herein. Purchaser warrants that the Vehicle traded in, if any, is free from any encumbrance and breach of this warranty shall be a breach of this contract. In any State where Certificates of Title are issued, Purchaser in application therefor, shall make reference to Seller's rights under this contract.

and, if permitted by law, Purchaser shall deliver or cause to be delivered any such Certificate to Seller, when received.

If this contract should be prepaid in full, Purchaser will be entitled to a refund of a portion of the Finance Charge, after deducting an acquisition cost of \$10.00, as provided by the laws of the State of Mississippi.

If Purchaser defaults on any obligation or breaches any agreement or warranty under this contract, or if Seller should have reasonable cause to deem itself or Vehicle insecure, the unpaid portion of the Time Balance shall, without notice, at the option of the Seller, become due forthwith. Purchaser agrees in any such case to pay said amount to Seller, upon demand, or, at the election of Seller, to deliver Vehicle to Seller. Seller may, without notice or demand for performance or legal process, lawfully enter any premises where Vehicle may be found, and take possession of it. Seller may retain all payments made by Purchaser as compensation for the use of the Vehicle while in Purchaser's possession. Any personal property in Vehicle at the time of repossession which has not become a part thereof may be held temporarily by Seller for Purchaser, without liability therefor. Seller may sell the Vehicle at private or public sale (at which Seller may be the purchaser) in accordance with the laws of the State where such sale is made. The proceeds of any such sale, less all expenses, shall be credited on the amount payable hereunder; Purchaser shall pay any remaining balance forthwith as liquidated damages for the breach of this contract, and shall receive any surplus.

If this contract is referred to an attorney for collection and enforcement, Purchaser agrees to pay all court costs, plus an amount equal to 15% of the sum due and unpaid hereon as an attorney's reasonable fee.

Any action to enforce payment of this contract or any indulgences, rearrangements, renewals of extensions granted Purchaser shall not be a waiver of or affect any rights of Seller.

The rights, remedies and obligations of the Purchaser and Seller shall be governed by the laws of the State of Mississippi. Seller is hereby authorized to correct patent errors or omissions, in this contract. All rights and remedies hereunder are cumulative and not alternative. Any part of this contract contrary to the law of any State where used, shall not invalidate other parts of this contract in that State. Purchaser hereby waives all benefit of valuation, appraisal, and homestead or other exemption laws now in force or hereafter enacted, including stay of execution and condemnation. This contract constitutes the entire agreement between the parties, and no waivers or modifications shall be valid unless written upon or attached to this contract. Vehicle is accepted without any expressed or implied warranties, agreements, representations, promises or statements unless expressly set forth in this contract at the time of purchase.

DEALER'S ASSIGNMENT

FOR VALUE RECEIVED, Dealer hereby sells, assigns and transfers to Commercial Credit Corporation, its successors and assigns, the contract on the reverse side hereof, and all of Dealer's right, title and interest in and to the Vehicle referred to therein, with power to take legal proceedings in the name of Dealer or itself.

Dealer warrants that the contract is genuine and constitutes the entire agreement with the Purchaser; the Purchaser is over 21 years of age and competent; the contract is legally enforceable against the Purchaser named therein; the down payment was made by the Purchaser in cash and not its equivalent, unless otherwise noted in the contract; no part of the down payment was loaned to the Purchaser, directly or indirectly, by Dealer or anyone connected with Dealer; Dealer has not been declared bankrupt or is not believed to be; no laws concerning liquor or narcotics or that Purchaser was ever arrested by any finance company, bank or banker; Dealer is familiar with all laws with respect to the sale of the Vehicle in this State; Dealer transfers clear title to the Vehicle, subject only to the lien, if any, represented by the contract appears on the Certificate of Title or Bill of Sale, as required by State

law covering the Vehicle as a first lien or encumbrance; there is now owing the amount set forth therein; and that all the obligations of Dealer contained in the contract have been fully performed. Dealer makes said warranties for the purpose of inducing Commercial Credit Corporation to purchase the contract, and if any of such warranties should be untrue, Dealer shall buy the contract from Commercial Credit Corporation, upon demand, and will pay therefor, the amount unpaid to Commercial Credit Corporation thereon, plus any and all costs and expenses paid or incurred by Commercial Credit Corporation in respect thereto. Said remedy shall be cumulative and not exclusive and shall not affect any other right or remedy that Commercial Credit Corporation might have at law or in equity. Dealer agrees that Commercial Credit Corporation, by purchasing the contract, shall not be deemed to have assumed any of the obligations of Dealer thereunder which are executory.

Commercial Credit Corporation is hereby authorized to correct patent errors in said contract and all other papers executed, endorsed or assigned in connection therewith.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7452

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonJohn W. Moody.....

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.....

.....John W. Moody....., Defendant.....

byCommercial Credit Corporation.....

....., Plaintiff.....

Witness my hand this.....27.....day of June.....19.67.....

.....*Alice French*..... Clerk

688 Executed
7-1-67

No. 7452

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

COMMERCIAL CREDIT CORPORATION

a corp

Plaintiffs

vs.

JOHN W. MOODY

Defendants

AMENDED

SUMMONS AND COMPLAINT

Filed 6-27 1967

Alice J. Duck Clerk

B. F. Stokes 111

Plaintiff's Attorney

Defendant's Attorney

I Hope

Defendant lives at

RECEIVED

Received In Office

JUN 27 1967

19.....

TAYLOR WILKINS

Sheriff

I have executed this summons

this July 1 1967
by leaving a copy with

John W. Moody
E. Hope

Sheriff claims 20 miles at

Ten Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins Sheriff
R. J. Ranchell Deputy Sheriff

STATE OF ALABAMA

County of ~~MOBILE~~ BALDWIN

KNOW ALL MEN BY THESE PRESENTS, That we, COMMERCIAL CREDIT CORPORATION
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND and JOHN W. MOODY
unto

in the sum of THREE THOUSAND AND NO/100THS (\$3,000.00)
for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our
heirs, executors and administrators. Sealed with our seals and dated this 5th day
of April in the year of our Lord, one thousand, nine hundred and Sixty-Seven

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said

COMMERCIAL CREDIT CORPORATION

did, on the 5th day of April, (1) 967, sue out in the Circuit Court
of Baldwin County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him
to take into his possession the following described property, to-wit:

One 1956 model Mack diesel cab and chasis Truck, Serial
Number or Identification Number B61T3662

which said writ was placed in the hands of TAYLOR WILKINS
Sheriff of the County of Baldwin, on the 5th day of April, 19 67, by taking into his
possession the following described property, to-wit:

One 1956 model Mack diesel cab and chasis Truck, Serial
Number or Identification Number B61T3662

and whereas the said JOHN W. MOODY
defendant in said writ, has failed and neglected, the the space of five days from the execution of said writ, to give
bond and take possession of said property as authorized by law.

Now is the said COMMERCIAL CREDIT CORPORATION

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment,
and pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise
to remain in full force and effect.

COMMERCIAL CREDIT CORPORATION

BY: _____ (Seal)

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND (Seal)

BY: Charles R. Green (Seal)

Taken and approved this the _____ day of _____, 19 _____.

Sheriff, ~~MOBILE COUNTY, ALABAMA~~
Baldwin County, Alabama

No. _____

CIRCUIT COURT

~~MOBILE COUNTY~~
BALDWIN COUNTY

COMMERCIAL CREDIT CORPORATION,
a corporation,
Plaintiff

VS. { Detinue Forthcoming
Bond by Plaintiff

JOHN W. MOODY,
Defendant

THE STATE OF ALABAMA
~~MOBILE COUNTY~~
BALDWIN COUNTY

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, COMMERCIAL CREDIT CORPORATION,
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety,

are held and firmly bound unto JOHN W. MOODY

his heirs, executors and administrators, in the
sum of THREE THOUSAND AND NO/100THS (\$3,000.00) Dollars, for
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly
and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of April, A. D. 1967

The Condition of the above Obligation is such, That whereas the above bounden

COMMERCIAL CREDIT CORPORATION has, on

the 5th day of April, 1967, sued out from the office of the
Baldwin

Clerk of the Circuit Court of Mobile, in the State of Alabama, a Writ of Detinue, returnable to the present
Baldwin

term of said Circuit Court of Mobile against the said JOHN W. MOODY

for the recovery of the following property.

to-wit One 1956 model Mack diesel cab and chasis Truck, Serial

Number or Identification Number B61T3662

NOW, if the said COMMERCIAL CREDIT CORPORATION shall fail

in said suit, and shall pay to the said JOHN W. MOODY

the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said
Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

COMMERCIAL CREDIT CORPORATION

BY: Charles R. Green (Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: W. E. O'Leary (Seal)

(Seal)

15284

THE STATE OF ALABAMA,
Mobile County

DETINUE AFFIDAVIT

NOTARY PUBLIC

PERSONALLY appeared before me, ~~John E. Mandeville, Clerk of the Circuit Court~~ of Mobile County,
CHARLES K. GREEN

who, being duly sworn deposes and says, that the property sued for in the complaint of

COMMERCIAL CREDIT CORPORATION

to-wit: One 1956 model Mack diesel cab and chassis Truck, Serial

Number or Identification Number B61T3662

belongs to COMMERCIAL CREDIT CORPORATION the said Plaintiff.

Sworn to and subscribed the 5th day
of April, 1967, before me.

[Signature] Clerk
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

[Signature: Charles K. Green]

No. _____

CIRCUIT COURT

MOBILE COUNTY

BALDWIN

COMMERCIAL CREDIT CORPORATION
a corporation,

VS. } Detinue Affidavit
and Bond
Plaintiff

JOHN W. MOODY,

Defendant

Filed _____ day of _____ 19____

Clerk Circuit Court, Mobile County

BALDWIN COUNTY

B. F. STOKES, III Attorney
P. O. Box 293
Mobile, Alabama

COMMERCIAL CREDIT CORPORATION,

a corporation,

PLAINTIFF,

-versus-

JOHN W. MOODY,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY,
~~MOBILE COUNTY~~

ALABAMA

AT LAW

CASE NO. 7452

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA)

COUNTY OF MOBILE)

Now comes, B. F. Stokes, III,

who being first duly sworn, deposes and says that the defendant
herein, John W. Moody,
was not at the time of filing of this suit, and is not now
in the Military or Naval Service of the United States.

The Defendant resides at 11 Fells Avenue, Fairhope,
Alabama.

B. F. Stokes, III

Sworn to and Subscribed before me,
this 2nd day of August, 19 67.

Michael K. Bole
~~CIRCUIT CLERK, MOBILE COUNTY, ALABAMA~~
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

FILED 8.3-67

Archie A. French Clerk.

COMMERCIAL CREDIT CORPORATION,) IN THE CIRCUIT COURT OF
a corporation,

Plaintiff

BALDWIN COUNTY,

ALABAMA

VS:

AT LAW

JOHN W. MOODY,

Defendant

CASE NO. 74-52

Plaintiff claims of the defendant the following
described personal property, viz:

One 1956 model Mack diesel cab and
chassis Truck, Serial Number or
Identification Number B61T3662

with the value of the use thereof during the detention,
viz: from, to-wit, November 1, 1965, said above described
property being the property of the plaintiff.

B. F. Stokes, III

B. F. STOKES, III
Attorney for Plaintiff

Serve the defendant at 11 Fells Avenue, Fairhope, Alabama.

FILED

APR 5 1967

AUDIE L. DUCK, CLERK
REGISTERED

The State of Alabama, }
Baldwin County

No. 1421 CIRCUIT COURT

19

To Any Sheriff of the State of Alabama—Greetings:

John W. Moody

You Are Hereby Commanded to Summon

to appear within thirty days from the service of this writ, in the Circuit Court to be held for said County
at the place of holding the same, then and there to answer the complaint of

B. F. Stokes III

Witness my hand this 5 day of April 1967

W. J. French, Clerk

COMPLAINT

Plaintiff Versus Defendant

The plaintiff claims of the defendant the following personal property, to-wit:

Complaint Attached

with the value of the hire or use thereof during the detention, to-wit:

from 19, to 19

Plaintiff's Attorney.

*executed
4-5-67*

No. 7452

Page

State of Alabama

Baldwin County

CIRCUIT COURT

Plaintiff

VS.

Defendant

Detinue Summons and Complaint

Filed, 19

Clerk

Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

W. J. Amick, Clerk

Defendant lives at

Received in office

, 19

, Sheriff

I have executed this summons

this 4-5-67, 19

by leaving a copy with

John W. Moody
and attaching one
Mack Truck + Storing
at Dick Turners
at Fairhope - said
truck was released
back to Dept after
receiving evidence that
this truck is not the
one claimed by plaintiff
Taylor Wilkins, Sheriff
W. O. Garner, Deputy Sheriff

Printed by Moore Printing Co.

F. hope

Robert H. H.

No attachment

Sheriff claims 70 miles at

Ten Cents per mile Total \$

TAYLOR WILKINS, Sheriff

BY W. O. Garner
DEPUTY SHERIFF

GIBBONS & STOKES

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
B. F. STOKES, III

August 2, 1967

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA, 36601

Mrs. Alice J. Duck, Clerk
Circuit Court
Baldwin County, Alabama
Bay Minette, Alabama

Re: Commercial Credit Corp. vs. John W. Moody,
Case No. 7452

Dear Mrs. Duck:

The above suit was originally a detinue action to recover possession of a 1956 model Mack diesel cab and chassis truck. The Sheriff was unable to locate the property and therefore I filed an amended complaint, claiming the balance due under the written contract.

You advised that the defendant was served on July 1st and I understand that he has not filed an answer. Therefore, I am enclosing a motion for judgment by default. I also enclose a non-military affidavit.

The contract provides for a 15% attorney's fee, but in drafting the amended complaint, I miscalculated the fee and only claimed a 5% fee, namely, \$127.44. However, I will waive the difference, as I do not desire to file a further amended complaint. The balance due under the contract is \$2,548.98, as stated in the amended complaint and that sum plus a fee of \$127.44 is claimed, for a total judgment of \$2,676.42.

I would appreciate it if you would present this matter to Judge Mashburn at your earliest opportunity for entry of judgment by default as requested. If anything further is needed or if my presence is required, please advise.

Page 2

Mrs. Alice J. Duck, Clerk

August 2, 1967

If the judgment is entered in the matter, please furnish me with a certificate of judgment. I will make prompt remittance of whatever the charge might be.

Your kind attention to this matter is appreciated.

Sincerely yours,


B. F. Stokes, III

BFS:mi
encl.

GIBBONS & STOKES

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
B. F. STOKES, III

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA. 36601

June 24, 1967

Mrs. Alice J. Duck, Clerk
Circuit Court
Baldwin County, Alabama
Bay Minette, Alabama

Re: Commercial Credit Corp. vs. John W. Moody, Case
No. ~~7457~~ 7452

Dear Mrs. Duck:

I enclose an amended complaint for filing in the above case. Please forward the same to the Sheriff for service at your earliest opportunity. Also, I would appreciate your kindness in advising me as to the date of service of the amended complaint.

Sincerely yours,


B. F. Stokes, III

BFS:mi
Encl.

STATE OF ALABAMA

County of ~~Mobile~~ Baldwin

KNOW ALL MEN BY THESE PRESENTS, That we, COMMERCIAL CREDIT CORPORATION
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND Sureties, are held and firmly bound
unto JOHN W. MOODY

in the sum of THREE THOUSAND AND NO/100THS (\$3,000.00)
for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our
heirs, executors and administrators. Sealed with our seals and dated this 5th day
of April in the year of our Lord, one thousand, nine hundred and Sixty-Seven

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said

COMMERCIAL CREDIT CORPORATION

did, on the 5th day of April, (1) 967 sue out in the Circuit Court
of Baldwin County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him
to take into his possession the following described property, to-wit:

One 1956 model Mack diesel cab and chasis Truck, Serial
Number or Identification Number B61T3662

which said writ was placed in the hands of TAYLOR WILKINS
Sheriff of the County of Baldwin, on the 5th day of April, 19 67, by taking into his
possession the following described property, to-wit:

One 1956 model Mack diesel cab and chasis Truck, Serial
Number or Identification Number B61T3662

and whereas the said JOHN W. MOODY
defendant in said writ, has failed and neglected, the the space of five days from the execution of said writ, to give
bond and take possession of said property as authorized by law.

Now is the said COMMERCIAL CREDIT CORPORATION

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment,
and pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise
to remain in full force and effect.

COMMERCIAL CREDIT CORPORATION
BY: Martha R. Green (Seal)
FIDELITY AND DEPOSIT COMPANY OF
MARYLAND (Seal)
BY: _____ (Seal)

Taken and approved this the _____ day of _____, 19 _____

Sheriff, ~~Mobile County, Alabama~~
Baldwin County, Alabama

No. _____

CIRCUIT COURT

MOBILE COUNTY
BALDWIN COUNTY

COMMERCIAL CREDIT CORPORATION,
a corporation,
Plaintiff

VS. { Detinue Forthcoming
Bond by Plaintiff

JOHN W. MOODY,
Defendant

STATE OF ALABAMA

County of ~~Mobile~~ **BALDWIN**

KNOW ALL MEN BY THESE PRESENTS, That we, COMMERCIAL CREDIT CORPORATION
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND Sureties, are held and firmly bound
unto JOHN W. MOODY

in the sum of TWENTY THOUSAND AND NO/100THS (\$20,000.00)
for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our
heirs, executors and administrators. Sealed with our seals and dated this 5th day
of April in the year of our Lord, one thousand, nine hundred and Sixty-Seven

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said

COMMERCIAL CREDIT CORPORATION
did, on the 5th day of April, (1) 967 sue out in the Circuit Court
Baldwin
of ~~Mobile~~ County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him
to take into his possession the following described property, to-wit:

One 1956 model Mack diesel cab and chassis Truck, Serial
Number or Identification Number B61T3662

which said writ was placed in the hands of TAYLOR WILKINS
Baldwin
Sheriff of the County of ~~Mobile~~ Baldwin, on the 5th day of April, 19 67, by taking into his
possession the following described property, to-wit:

One 1956 model Mack diesel cab and chassis Truck, Serial
Number or Identification Number B61T3662

and whereas the said JOHN W. MOODY
defendant in said writ, has failed and neglected, the the space of five days from the execution of said writ, to give
bond and take possession of said property as authorized by law.

Now is the said COMMERCIAL CREDIT CORPORATION

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment,
and pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise
to remain in full force and effect.

COMMERCIAL CREDIT CORPORATION
BY: Charles K. Green (Seal)
FIDELITY AND DEPOSIT COMPANY OF
MARYLAND (Seal)
BY: _____ (Seal)

Taken and approved this the _____ day of _____, 19____.

Sheriff, Mobile County, Alabama
Baldwin County, Alabama

No. _____

CIRCUIT COURT

MOBILE COUNTY
BALDWIN COUNTY

COMMERCIAL CREDIT CORPORATION,
a corporation,
Plaintiff

VS. { Detinue Forthcoming
Bond by Plaintiff

JOHN W. MOODY,
Defendant

COMMERCIAL CREDIT CORPORATION,) IN THE CIRCUIT COURT OF
a corporation,

Plaintiff

BALDWIN COUNTY,

ALABAMA

VS:

) AT LAW

JOHN W. MOODY,

)

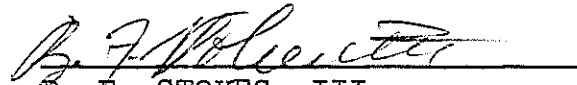
Defendant

) CASE NO. 7452

MOTION FOR JUDGMENT BY DEFAULT

Comes now the Plaintiff in the above styled cause and shows unto the Court that heretofore on, to-wit, June 26, 1967, Plaintiff filed an amended complaint; that on, to-wit, July 1, 1967, the amended complaint was served upon the Defendant; that the Defendant has failed to plead, answer or demur to said amended complaint and is therefore in default.

WHEREFORE, Plaintiff moves the Court to enter a judgment by default against the Defendant.


B. F. STOKES, III
Attorney for Plaintiff

FILED

AUG 3 1967

ALICE J. DICK, CLERK
REGISTERED

no. 7452

THE STATE OF ALABAMA
~~MOBILE COUNTY~~
BALDWIN COUNTY

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, COMMERCIAL CREDIT CORPORATION,
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety,

are held and firmly bound unto JOHN W. MOODY

his heirs, executors and administrators, in the
sum of THREE THOUSAND AND NO/100THS (\$3,000.00) Dollars, for
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly
and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of April, A. D. 1967

The Condition of the above Obligation is such, That whereas the above bounden

COMMERCIAL CREDIT CORPORATION has, on
the 5th day of April, 1967, sued out from the office of the
Baldwin
Clerk of the Circuit Court of ~~Mobile~~ in the State of Alabama, a Writ of Detinue, returnable to the present
Baldwin
term of said Circuit Court of ~~Mobile~~ against the said JOHN W. MOODY

for the recovery of the following property.

to-wit One 1956 model Mack diesel cab and chasis Truck, Serial
Number or Identification Number B61T3662

NOW, if the said COMMERCIAL CREDIT CORPORATION shall fail

in said suit, and shall pay to the said JOHN W. MOODY
the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said
Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

COMMERCIAL CREDIT CORPORATION

BY: Charles R. Green (Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: W. E. Demary (Seal)

(Seal)

approved

4-5-67

Alice F. Leuck
clerk

THE STATE OF ALABAMA,
Mobile County

DETINUE AFFIDAVIT

NOTARY PUBLIC

PERSONALLY appeared before me, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of Mobile County,
CHARLES K. GREEN

who, being duly sworn deposes and says, that the property sued for in the complaint of
COMMERCIAL CREDIT CORPORATION

to-wit: One 1956 model Mack diesel cab and chasis Truck, Serial
Number or Identification Number B61T3662

belongs to COMMERCIAL CREDIT CORPORATION the said Plaintiff.

Sworn to and subscribed the 5th day
of April, 1967, before me.

[Signature]
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

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No. _____	
CIRCUIT COURT MOBILE COUNTY BALDWIN	
COMMERCIAL CREDIT CORPORATION, a corporation,	Plaintiff
VS. } Detinue Affidavit and Bond	
JOHN W. MOODY,	Defendant
Filed _____ day of _____ 19____	
Clerk Circuit Court, MOBILE COUNTY BALDWIN COUNTY	
B. F. STOKES, III P. O. Box 293 Mobile, Alabama	Attorney