

SUMMONS AND COMPLAINT

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NO. _____

_____ TERM, 1967

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Johnnie Reaves, of Summerdale, Alabama, 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 the said Johnnie Reaves by Ford Motor Credit Company, A Corporation, Plaintiff.

Witness my hand this 22nd day of November, 1967.

Alice J. Luck CLERK.

FORD MOTOR CREDIT COMPANY,
A Corporation,

Plaintiff,

Vs.

JOHNNIE REAVES,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7862

COUNT ONE:

Plaintiff claims of the Defendant the sum of, to-wit, Seven Hundred Seventy-Eight and 58/100 (\$778.58) Dollars damages, for the breach of a written agreement entered into by the Defendant on, to-wit, 17 July, 1965, by which he promised to pay to Bolton Ford of Mobile, Inc., Mobile, Alabama, the sum of, to-wit, \$84.85 per month, commencing on, to-wit, 1 September, 1965, and continuing on the same day of each succeeding month until the sum of, to-wit, \$3,054.60 had been paid for the purchase of an automobile; said written instrument provided that in the event of 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 notice to the Defendant, and apply the proceeds of said sale to the remainder due under the said written agreement, 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 Bolton Ford of Mobile, Inc., Mobile, Alabama, before default in said written instrument, for which a valuable consideration was paid.

Plaintiff alleges that Defendant defaulted in said written agreement in that he failed to make the payments provided for therein leaving a balance due of, to-wit, \$1,666.25; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$901.00, was received for the said 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, allowing all just credits, a balance of, to-wit, \$778.58 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, \$116.77 as a reasonable attorney's fee, avering that \$116.77 is a reasonable attorney's fee as is provided in said written instrument.

Kenneth Cooper
ATTORNEY FOR PLAINTIFF

DEFENDANT MAY BE SERVED AT:

Summerdale, Alabama

FILED

NOV 22 1967

ALICE J. DUCK CLERK
REGISTER

CASE NO. 7862

DEFENDANT'S ADDRESS:

Summerdale, Alabama

FORD MOTOR CREDIT COMPANY,
A Corporation,

Plaintiff,

Vs.

JOHNNIE REAVES,

Defendant.

John.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

ATTORNEY FOR PLAINTIFF:

Kenneth Cooper

FILED

NOV 22 1967

ALICE J. DUCK CLERK
REGISTER

Received 22 day of Nov 1967

and a copy of the within 87
Johnnie Reaves

By service on _____
TAYLOR WILKINS, Sheriff
By _____ D. S.

Received 6 day of Dec 1967
I found in my county after diligent search and in-
vestigation _____ Sheriff
Carlisle Deared
County Sheriff