

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck
Bay Minette, Ala.

DATE December 18, 1968

Re: 1st Natl. Bank of Mobile vs. Daniels
Civil Case No. 8415

Dear Mrs! Duck:

Enclosed please find copy of sales contract
sued on in captioned case. Please ask the
Judge to issue a Judgment by default.

Sincerely,

John V. Duck
(211)

SIGNED

DATE

SIGNED

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

MESSAGE

REPLY

TO Mrs. Alice J. Duck
Bay Minette, Ala.

DATE October 30, 1968

Re: First National Bank of Mobile vs.

F. H. Daniels

Dear Mrs. Duck:

70. 64 15

Enclosed please find Bill of Complaint to
be filed together with copy of same and
Summons to be served.

Sincerely,

John V. Duck

DATE

SIGNED

SIGNED

RETURN THIS COPY TO SENDER

FIRST NATIONAL BANK OF MOBILE,	)	IN THE CIRCUIT COURT OF
a corporation,	)	BALDWIN COUNTY, ALABAMA
Plaintiff,	)	AT LAW
vs.	)	
F. H. DANIELS,	)	
Defendant.	)	

COUNT ONE

Plaintiff claims of the Defendant the sum of FIVE HUNDRED TEN AND 34/100 (\$510.34) DOLLARS as damages for the breach of a conditional sales contract entered into by the Plaintiff and Defendant on, to-wit: the 10th day of October, 1966, wherein the Defendant purchased one new Valiant 44 x 10 house trailer, Serial No. 44-GV-1665-10 for a total purchase price of FOUR THOUSAND FOUR HUNDRED THIRTY-NINE AND 40/100 (\$4,439.40) DOLLARS.

Plaintiff avers that the Defendant promised to pay to the order of the seller, Plaintiff, the FIRST NATIONAL BANK OF MOBILE, in eighty-four (84) consecutive installments of FIFTY-TWO AND 85/100 (\$52.85) DOLLARS each beginning November 25, 1966 until the entire balance with interest was paid.

Plaintiff avers that the Defendant breached the said conditional sales contract by not making the said monthly payments, and after repossessing the said trailer and allowing all credits due, the Defendant has a balance of FIVE HUNDRED TEN AND 34/100 (\$510.34) DOLLARS still due and unpaid.

That in and by the terms of the said conditional sales contract, the Defendant agreed that upon any default, to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of ONE HUNDRED (\$100.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of said conditional sales contract, the Defendant waived all rights of exemption under the laws and constitution of the State of Alabama, and the Plaintiff now claims the benefit of said waiver.

FILED

NOV 1 1968

ALICE J. DUCK

CLERK
REGISTER


ATTORNEY FOR PLAINTIFF
336

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

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 F. H. DANIELS

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.....

F. H. DANIELS

....., Defendant.....

by FIRST NATIONAL BANK OF MOBILE

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

Witness my hand this.....

1st

day of.....

Nov

19. 68

..... Rice & Duck Clerk

Ex 11-6-68

No. 8443 Page.....

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

FIRST NATIONAL BANK OF MOBILE,
a corporation,

Plaintiffs

vs.

F. H. DANIELS

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

NOV 1 1968

Clerk

ALICE J. DUCK

CLERK
REGISTER

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Box 5, c/o E.C. Johnson
Stockton Rd, Bay Minette, Ala.

RECEIVED
Received in Office

NOV 1 1968 19.....

~~WILLIAM WILKINS~~
SHERIFF

I have executed this summons

this Nov 1 1968
by leaving a copy with

F H Daniels

Sheriff claims 4 miles at

Ten Cents per mile Total \$ 40

TAYLOR WILKINS, Sheriff

BY D. A. Jellett

DEPUTY SHERIFF

Charles Willett Sheriff

D. A. Jellett Deputy Sheriff

2 miles north of B 17

Date Oct 10 1963

[illegible]

Details of Unequal Payments				For a total time price of \$ <u>4,796.³⁰</u>	
\$	on	19	\$	on	19
\$	on	19	\$	on	19
\$	on	19	\$	on	19
\$	on	19	\$	on	19
\$	on	19	\$	on	19
\$	on	19	\$	on	19

Less down payments:		Trade-in \$			
		Cash \$		<u>356.90</u>	
Total				\$ <u>356.90</u>	
Leaving a balance of time purchase price due of				\$ <u>4,439.40</u>	

Said property will be kept at 444 E. 1st Bozeman Bozeman MT
Number and Street or Route and Box Number County City State

[illegible]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the day and year first above written.

Discussion

SIGN
IN
INK

ORIGINAL

PURCHASERS STATEMENT

ALL QUESTIONS MUST BE ANSWERED

Date

Oct 10 1966

EK

For the purpose of securing credit for the purchase of the articles mentioned below the Undersigned makes the following representations:

New or Used	Year	Make or Trade Name	Length	Model	Color	Manufacturer's Serial No.	License No.	CAR PURCHASER IS DRIVING		
New	1966	Volvo	44'	213R	White	44-111111-10		Make	Ford	
								Year	1966	
								License No.		
								State Issued		
Print Purchaser's Name						Residence or nearest Phone				
F. H. Daniels						937-5170				
Present Address						How Long?				
(STREET) 1-2 E. 4th St (CITY) Bay Minette (STATE) ALA						15				
Mail Payment Book and Ins. Policy to This Address						How Long?				
Chas. C. Johnson, Sr. 1111 Bay Minette ALA						15				
Former Address						How Long?				
(STREET) 1-14th St (CITY) Bay Minette (STATE) ALA						15				
Age	57	(WIFE)	White	Colored	Single	Married	Number of Children	Age		
Date of Birth	June 18, 1909	(HUSBAND)								
Real Estate										
Holdings	(LOCATE AND DESCRIBE)									
Name Present Employer	E. C. Johnson Logging Co.						What Position	Foreman	Badge No.	
Business Address of Employer	Stanton Rd Bay Minette ALA						Business Phone	937-7051	Monthly Income \$	300.00
Name Previous Employer							(ADDRESS)	(CITY)	(STATE)	
It is Business for Self (Explain)							Social Security No.			
Wife's Given Name	Dorothy						Employed by	(CITY)	(STATE)	Monthly Income \$
Name of Nearest Relative (Husband)	John C. Johnson (Sister)						937-1057 (STREET) Stanton Rd (CITY) Bay Minette (STATE) ALA			
Wife's Nearest Relative							(STREET)	(CITY)	(STATE)	
Name and Address of Personal Reference	C. H. Matthews						937-4844 (STREET) 2-50 E. 1st (CITY) Bay Minette (STATE) ALA			
Name of Bank	First National Bank						(CITY) Bay Minette (STATE) ALA	Checking Savings		
Where You Deposit							(CITY) Bay Minette (STATE) ALA			
First Trade Reference	Matthews Loan Co						(ADDRESS) 937-4894 (CITY) Bay Minette (STATE) ALA	Article Financed		
Second Trade Reference	First Nat Bank						(ADDRESS) 937-3561 (CITY) " (STATE) "	Article Financed		
Third Trade Reference	First National Bank						(ADDRESS) 937-2222 (CITY) " (STATE) "	Article Financed		
Previous Mobile Home							Financed by Address			
Purchased Through	(DEALER'S NAME)						(CITY)	(STATE)		
Purchaser's Signature	F. H. Daniels						Wife			

PAYMENTS DUE ON 15th OF EACH MONTH

Figures Below Must Be Filled in Before Completing Contract

Itemize Down Payment as	Cash Selling Price (incl. Sales Tax and Extras)	(1)	\$3,156.90
To Cash & Trade In	Down Payment	(2) <td>\$352.90</td>	\$352.90
	Unpaid Balance of Cash Price (No. 1 less No. 2)	(3) <td>\$2,804.00</td>	\$2,804.00
Cash \$352.90	Cost of Insurance		
Trade \$	☐ B. F. (Comp) V.S.I.		
Description of Trade In	☐ B.F.C.A.C. V.S.I. \$500 Personal Effects		
	☐ B.F.C.A.C. V.S.I.		
	☐ Accident & Health Protection		
	☐ Credit Life Protection	(4) <td>\$302.00</td>	\$302.00
Make	Recording Fees	(5) <td>\$25.00</td>	\$25.00
Year	Principal Balance (No. 3 plus No. 4 plus No. 5)	(6) <td>\$3,127.00</td>	\$3,127.00
Ser. No.	Finance Charge	(7) <td>\$1,312.40</td>	\$1,312.40
Finance for 84 months \$51.83	Time Balance (No. 6 plus No. 7)	(8) <td>\$4,439.40</td>	\$4,439.40

Seller warrants that all statements concerning this sale such as year and model, selling price, amount of trade-in, actual cash down payment, are true and correct.

Seller's Signature *Bay Minette Natl. Bk.* Address *Bay Minette, Ala.*
First National Bank
MOBILE, ALABAMA

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