

FORD MOTOR CREDIT COMPANY,  
A Corporation,

Plaintiff,

Vs.

CLIFTON HELMS,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

CASE NO.

8672

DEMURRER

Comes the defendant in the above styled cause and for grounds of demurrer assigns the following separate and severally:

1. For aught that appears the contract carried an unlawful rate of interest.

2. For aught that appears the alleged sale of said automobile was not public.

3. For aught that appears from said complaint the plaintiff purchased said automobile at said sale without authority contained in the alleged written agreement.

4. The plaintiff does not allege a purchase or sales price for said automobile.

5. For aught that appears the amount alleged to be due at the time of seizure on said automobile exceeded the purchase price of said automobile.

6. For aught that appears the automobile was sold an unreasonable length of time after the seizure by the plaintiff.

7. For aught that appears the defendant was not given an opportunity to comply with said written agreement after seizure of said automobile.

*Arthur C. Epperson*  
Attorney for the Defendant

The Defendant demands  
a trial by jury.

*Arthur C. Epperson*  
Attorneys for the Defendant

FILED

MAY 24 1969

ALICE J. DUCK

CLERK  
REGISTER

SUMMONS AND COMPLAINT

STATE OF ALABAMA }  
BALDWIN COUNTY }

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

NO. \_\_\_\_\_

\_\_\_\_\_ TERM, 1969

TO ANY SHERIFF OF THE STATE OF ALABAMA; GREETINGS:

You are hereby commanded to summon Clifton D. Helms, of Elberta, 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 Clifton D. Helms by Ford Motor Credit Company, A Corporation, Plaintiff.

Witness my hand this 23 day of April, 1969.

Reed Duck, CLERK.

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FORD MOTOR CREDIT COMPANY,  
A Corporation,

Plaintiff,

Vs.

CLIFTON D. HELMS,

Defendant.

Y  
Y  
Y  
Y  
Y  
Y

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8672

COUNT ONE:

Plaintiff claims of the Defendant the sum of, to-wit, Six Hundred Sixty and 93/100 (\$660.93) Dollars damages, for the breach of a written agreement entered into by the Defendant on, to-wit, 16 November, 1964, by which he promised to pay to Bolton Ford of Mobile, Inc., Mobile, Alabama, the sum of, to-wit, \$97.87 per month, commencing on, to-wit, 31 December, 1964, and continuing on the same day of each succeeding month until the sum of, to-wit, \$3,523.32 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 advertisement, 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., 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, \$2,936.10; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$2,040.00, 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, \$660.93 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, \$99.13 as a reasonable attorney's fee, avering that \$99.13 is a reasonable attorney's fee as is provided in said written instrument.

*Kenneth Cooper*  
ATTORNEY FOR PLAINTIFF

Defendant may be served at:  
Box 11  
Elberta, Alabama

FILED

APR 25 1969

ALICE J. DUCK CLERK  
REGISTER

4/25/69

Sheriff claims 72 miles at  
Ten Cents per mile Total \$ 7.20  
TAYLOR WILKINS, Sheriff  
BY Harner  
DEPUTY SHERIFF

Received 23 day of April 1969  
and on 25 day of April 1969  
I served a copy of the within A.C.  
on Clifton D. Helms  
by service on \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
By W. O. Dumas D. S.  
[Signature]

\*\*\*\*\*  
CASE NO. 8672  
\*\*\*\*\*  
FORD MOTOR CREDIT COMPANY,  
A Corporation,  
PLAINTIFF,  
VS.  
CLIFTON D. HELMS,  
Helms DEFENDANT.  
\*\*\*\*\*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

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ATTORNEY FOR PLAINTIFF:  
KENNETH COOPER  
\*\*\*\*\*

FILED  
APR 23 1969  
ALICE J. DICK CLERK  
REGISTER

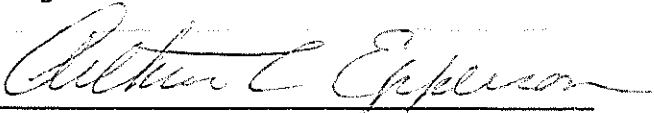
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DEFENDANT'S ADDRESS:  
Box 11  
Elberta, Alabama  
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FORD MOTOR CREDIT COMPANY,	)	
A Corporation	)	IN THE CIRCUIT COURT OF
	)	
Plaintiff	)	BALDWIN COUNTY, ALABAMA
Vs.	)	
	)	AT LAW
CLIFTON HELMS	)	
	)	
Defendant	)	Case No. 8672 Jury

PLEA

Comes the defendant and for answer to the complaint filed against him in this cause, says and avers as follows:

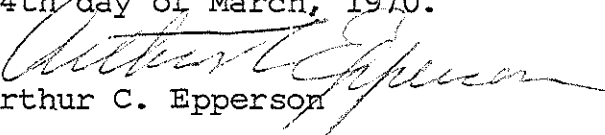
1. That the allegations of the complaint are untrue.
2. The defendant confesses that he entered into and signed a written agreement with the plaintiff's assignor, on to-wit: November 16, 1964; however, as a matter in avoidance, alleges the following: That subsequent to entering into the said written agreement and before default in any payment due thereunder, the defendant informed the plaintiff that he was in financial difficulties and would not be able to meet his next payment; that the plaintiff acting by and through its duly authorized agent represented to the defendant that if he would voluntarily surrender the car to the plaintiff by returning the same to the possession of the plaintiff in Mobile, Alabama, that the plaintiff would release and discharge the defendant from any further or other liability under the written agreement and the defendant further alleges that acting in reliance upon this statement by the plaintiff, that he took said c ar to Mobile, Alabama and then and there delivered it up and into the possession of the plaintiff and that he was therefore relieved from any further or other obligation under the said contract.

  
 Attorney for the ~~XXXXXXX~~ Defendant

I hereby certify that I have served a copy of the foregoing pleas on the attorney for the plaintiff by mailing a copy of the same, postage prepaid, by regular U. S. Mail to the said attorney, on this the 14th day of March, 1970.

FILED

MAR 17 1970

  
 Arthur C. Epperson