

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 Benny Ray Salter and D. G. Salter Jr. of Foley, 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 Benny Ray Salter and D. G. Salter, Jr. by Ford Motor Credit Company, A Corporation, Plaintiff.

Witness my hand this 23 day of April, 1969.

Rebecca J. Lewis, CLERK.

FORD MOTOR CREDIT COMPANY,
A Corporation,

Plaintiff,

Vs.

BENNY RAY SALTER and
D. G. SALTER, JR.,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8673

COUNT ONE:

Plaintiff claims of the Defendants the sum of, to-wit, Six Hundred Fifteen and 35/100 (\$615.35) Dollars damages, for the breach of a written agreement entered into by the Defendants on, to-wit, 15 March, 1965, by which they promised to pay to Moyer Ford Sales, Foley, Alabama, the sum of, to-wit, \$49.59 per month, commencing on, to-wit, 15 April, 1965, and continuing on the same day of each succeeding month until the sum of, to-wit, \$1,190.16 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 Defendants, and apply the proceeds of said sale to the remainder due under the

said written agreement, and in the event of a deficiency, the Defendants 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 Moyer Ford Sales, before default in said written instrument, for which a valuable consideration was paid.

Plaintiff alleges that Defendants defaulted in said written agreement in that they failed to make the payments provided for therein leaving a balance due of, to-wit, \$696.75; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$100.00, 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, \$615.35, 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, \$92.30, as a reasonable attorney's fee, averring that \$92.30 is a reasonable attorney's fee as is provided in said written instrument.

Wm. L. G...
ATTORNEY FOR PLAINTIFF

Defendants may be served at:

Rt. 1, Box 30A
Foley, Alabama

FILED

APR 23 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

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Witness my hand this 23 day of April, 1969.

Alvin J. Duck, CLERK.

FORD MOTOR CREDIT COMPANY,
A Corporation,

Plaintiff,

Vs.

BENNY RAY SALTER and
D. G. SALTER, JR.,

Defendants.

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Kenneth Cooper
ATTORNEY FOR PLAINTIFF

Defendants may be served at:

Rt. 1, Box 30A
Foley, Alabama

FILED

APR 23 1969

ALICE J. DUCK CLERK
REGISTER

Received 23 day of April 1969
and on _____ day of _____ 19____
I served a copy of the within A.C.
on Benny Ray Salter & D.G.
Salter, Jr.
By service on _____

TAYLOR WILKINS, Sheriff
By _____ D.S.

Handwritten notes:
Benny Ray Salter
D.G. Salter, Jr.
Baldwin County, Alabama
April 23, 1969
Served on
Benny Ray Salter & D.G. Salter, Jr.
Baldwin County, Alabama

CASE NO. 8673

FORD MOTOR CREDIT COMPANY,
A Corporation,

PLAINTIFF,

VS.

BENNY RAY SALTER and
D. G. SALTER, JR.,

DEFENDANTS.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

ATTORNEY FOR PLAINTIFF:
KENNETH COOPER

FILED

APR 23 1969

ALICE J. DUCK CLERK
REGISTER

DEFENDANT'S ADDRESS:

Rt. 1, Box 30-A
Foley, Alabama

SUMMONS AND COMPLAINT

STATE OF ALABAMA }
BALDWIN COUNTY }

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NO. 8673

TERM, 1967

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Witness my hand this 23 day of April, 1967.

Reed J. Leach, CLERK.

FORD MOTOR CREDIT COMPANY,
A Corporation,

Plaintiff,

Vs.

BENNY RAY SALTER and
D. G. SALTER, JR.,

Defendants.

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BALDWIN COUNTY, ALABAMA

AT LAW

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ATTORNEY FOR PLAINTIFF

Defendants may be served at:

Rt. 1, Box 30A
Foley, Alabama

FILED

APR 25 1969

ALICE J. DUCK CLERK
REGISTER