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 AI	ABAMA; GREETINGS:
Jr. of Foley, Alabama, to appear thirty days from the service here Circuit Court of Baldwin County, against the said Benny Ray Salter Motor Credit Company, A Corporati	on Benny Ray Salter and D. G. Salter and plead, answer or demur, within eof, to the complaint filed in the State of Alabama, at Bay Minette, and D. G. Salter, Jr. by Ford on, Plaintiff. of Africa , 1967
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FORD MOTOR CREDIT COMPANY, A Corporation,	IN THE CIRCUIT COURT OF
Plaintiff, Vs.	BALDWIN COUNTY, ALABAMA AT LAW
BENNY RAY SALTER and D. G. SALTER, JR.,	I CASE NO. <u>8673</u>
Defendants.	Ž

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 said automobile at applying the amount received from the sale of said automobile at applying the amount received from the sale of said automobile to the balance due under the said written instrument, allowing all just oredits, a balance of, to-wit, \$615.35, remains due and unpaid. Plaintiff claims the benefit of a waiver of personal property

Plaintiff claims the additional sum of, to-wit, \$92.30, as a reasonable atterney's fee as is provided in said written instrument.

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THITUIALE FOR TEMPOTTA

Defendants may be served at:

Ht. 1, Box 30A Folloy, Alabama

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ALIE J. DIEN CLERK

SUMMONS AND COMPLAINT

BALDWIN COU				JIT COURT OF NTY, ALABAMA	
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TO ANY SHERIF	f of the state of a	LABAMA;	GREETINGS:	A CONTRACTOR OF THE CONTRACTOR	
Jr. of Foley, thirty days f Circuit Court against the s Motor Credit	y commanded to summ Alabama, to appear rom the service her of Baldwin County, aid Benny Ray Salte Company, A Corporat nd this day	and pleeof, to State or and D. ion, Pla	ead, answer or the complaint of Alabama, at G. Salter, J aintiff.	r demur, within the filed in the Bay Minette, Tr. by Ford 1967	
:			Gicaf- Du	CLERK.	
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FORD MOTOR CR A Corporation		Ĭ	IN THE CIRCU	JIT COURT OF	
Vs. BENNY RAY SAL D. G. SALTER,	, Plaintiff,	Ĭ	BALDWIN COUN	TTY, ALABAMA	
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	man a	Ž ,	case no. <u></u>	673	
		Ž			
	Defendants.	Ž			
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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, avering that \$92.30 is a reasonable attorney's fee as is provided in said written instrument.

CANUTO CON ATTORNEY FOR PLANTIFF

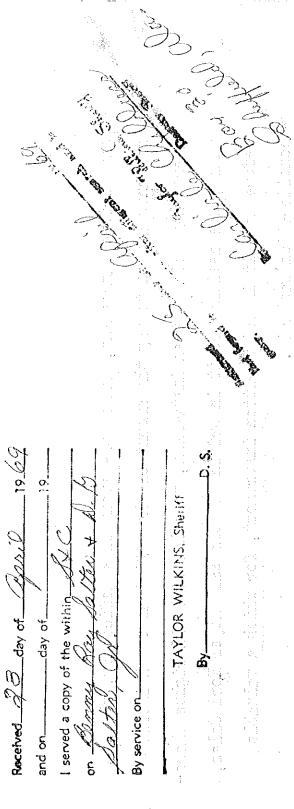
Defendants may be served at:

Rt. 1, Box 30A Foley, Alabama



APR 25 1969

ALCE J. DUCK CLERK REGISTER



CASE NO.

8675

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

AUTORNEY FOR PLAINTIFF:

KENNETH COOPER

APR 25 1969

ALUE O DEEN CLERK REGISTER

DEFENDANT'S ADDRESS:

Rt. 1, Box 30-A Foley, Alabama

SUMMONS AND COMPLAINT

BALDWIN COU	NIY)		BALDWIN COUNTY, A	LABAMA
			NO. 8673	
			TERM	I , 1967
TO ANY SHERIF	F OF THE STATE OF	ALABAMA	; GREETINGS:	
Jr. of Foley, thirty days f Circuit Court against the s Motor Credit	Alabama, to appea rom the service he of Baldwin County aid Benny Ray Salt Company, A Corpora	r and p reof, t , State er and l tion, P	\wedge	r, within d in the Minette, Ford
Witness my ha	nd this <u>73</u> day	of	mil	, 1967.
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FORD MOTOR CREDIT COMPANY,		Ĭ	IN THE CIRCUIT CO	URT OF
A Corporation	Plaintiff.	Ž	BALDWIN COUNTY, A	LABAMA
₩s.	+ 4 Ch d d d V d d d b	Ŭ	AT LAW	
BENNY RAY SAL	TER and		CASE NO.	**************************************
D. G. SALTER,		X		
	Defendants.	Ž.		

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Plaintiff claims the additional sum of, to-wit, \$92.30, as a reasonable attorney's fee, avering that \$92.30 is a reasonable attorney's fee as is provided in said written instrument.

ATTORNEY FOR PLAINTIFF

Defendants may be served at:

Rt. 1, Box 30A Foley, Alabama

