

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 Norman W. Dean and Mary C. Dean, of Bay Minette, 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 Norman W. Dean and Mary C. Dean by Ford Motor Credit Company, A Corporation, Plaintiff.

Witness my hand this 23 day of April, 1969.

Rebecca J. Dush, CLERK.

\*\*\*\*\*

FORD MOTOR CREDIT COMPANY,  
A Corporation,

Plaintiff,

Vs.

NORMAN W. DEAN and MARY C.  
DEAN,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8674

COUNT ONE:

Plaintiff claims of the Defendants the sum of, to-wit, One Thousand Thirty-Four and 68/100 (\$1,034.68) Dollars damages, for the breach of a written agreement entered into by the Defendants on, to-wit, 2 January, 1965, by which they promised to pay to Still Motor Company, Inc., Bay Minette, Alabama, the sum of, to-wit, \$72.85 per month, commencing on, to-wit, 12 February, 1965, and continuing on the same day of each succeeding month until the sum of, to-wit, \$2,623.32 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 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 Still Motor Company, Inc., 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, \$2,477.48; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1,495.64, 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, \$1,034.68, 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, \$155.20, as a reasonable attorney's fee, avering that \$155.20 is a reasonable attorney's fee as is provided in said written instrument.

*Kenneth Cooper*  
ATTORNEY FOR PLAINTIFF

Defendants may be served at:

302 Bayan Street  
Bay Minette, Alabama

FILED

APR 25 1969

ALICE J. DUCK CLERK  
REGISTER

Received 23 day of April 1969  
and on \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
I served a copy of the within to  
on Norman W. Dean, Mary C. Dean  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By \_\_\_\_\_ D. S.

Returned in my county after diligent search and inquiry.  
Not found in my county after diligent search and inquiry.  
May 1969  
Taylor Wilkins, Sheriff  
Deputy Sheriff

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CASE NO. ✓ 8674

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FORD MOTOR CREDIT COMPANY,  
A Corporation,

PLAINTIFF,

VS.

NORMAN W. DEAN and  
MARY C. DEAN,

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:

Bayan  
302 Bayan Street  
Bay Minette, Alabama

\*\*\*\*\*

SUMMONS AND COMPLAINT

STATE OF ALABAMA )  
BALDWIN COUNTY )

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Deice J. Luck, CLERK.

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FORD MOTOR CREDIT COMPANY,  
A Corporation,

Plaintiff,

Vs.

NORMAN W. DEAN and MARY C.  
DEAN,

Defendants.

I IN THE CIRCUIT COURT OF

I BALDWIN COUNTY, ALABAMA

I AT LAW

I CASE NO. 8674

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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 Still Motor Company, Inc., 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, \$2,477.48; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1,495.64, 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, \$1,034.68, remains due and unpaid.

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ATTORNEY FOR PLAINTIFF

Defendants may be served at:

302 Bayan Street  
Bay Minette, Alabama

**FILED**

APR 23 1969

**ALICE J. DUCK** CLERK  
REGISTER

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Witness my hand this 23 day of April, 1969.

David J. Leach, CLERK.

\*\*\*\*\*

FORD MOTOR CREDIT COMPANY,  
A Corporation,

Plaintiff,

Vs.

NORMAN W. DEAN and MARY C.  
DEAN,

Defendants.

I IN THE CIRCUIT COURT OF

I BALDWIN COUNTY, ALABAMA

I AT LAW

I CASE NO. 8674

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ATTORNEY FOR PLAINTIFF

Defendants may be served at:

302 Bayan Street  
Bay Minette, Alabama

**FILED**

APR 28 1969

**ALICE J. DUCK** CLERK  
REGISTER