

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 Jerry T. White, 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 Jerry T. White by Ford Motor Credit Company, A Corporation, Plaintiff.

Witness my hand this 23 day of April, 1969.

_____, CLERK.

FORD MOTOR CREDIT COMPANY,
A Corporation,

Plaintiff,

Vs.

JERRY T. WHITE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8678

COUNT ONE:

Plaintiff claims of the Defendant the sum of, to-wit, Five Hundred Sixty-Two and 69/100 (\$562.69) Dollars damages, for the breach of a written agreement entered into by the Defendant on, to-wit, 25 October, 1965, by which he promised to pay to Bolton Ford Of Mobile, Inc., Mobile, Alabama, the sum of, to-wit, \$51.28 per month, commencing on, to-wit, 10 December, 1965, and continuing on the same day of each succeeding month until the sum of, to-wit, \$1230.72 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, \$1011.72; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$375.00, 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, \$562.69 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, \$74.40 as a reasonable attorney's fee, avering that \$74.40 is a reasonable attorney's fee as is provided in said written instrument.


ATTORNEY FOR PLAINTIFF

Defendant may be served at:

Rt. 1, Box 19G
Foley, Alabama

FILED

APR 23 1969

ALICE J. DICK
CLERK
REGISTER

SUMMONS AND COMPLAINT

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NO. _____

_____ TERM, 1967

TO ANY SHERIFF OF THE STATE OF ALABAMA; GREETINGS:

You are hereby commanded to summon Jerry T. White, 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 Jerry T. White by Ford Motor Credit Company, A Corporation, Plaintiff.

Witness my hand this 23 day of April, 1967.

Deirdre J. French, CLERK.

FORD MOTOR CREDIT COMPANY,
A Corporation,

Plaintiff,

Vs.

JERRY T. WHITE,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8678

COUNT ONE:

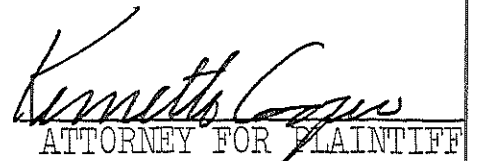
Plaintiff claims of the Defendant the sum of, to-wit, Five Hundred Sixty-Two and 69/100 (\$562.69) Dollars damages, for the breach of a written agreement entered into by the Defendant on, to-wit, 25 October, 1965, by which he promised to pay to Bolton Ford Of Mobile, Inc., Mobile, Alabama, the sum of, to-wit, \$51.28 per month, commencing on, to-wit, 10 December, 1965, and continuing on the same day of each succeeding month until the sum of, to-wit, \$1230.72 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, \$1011.72; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$375.00, 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, \$562.69 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, \$74.40 as a reasonable attorney's fee, avering that \$74.40 is a reasonable attorney's fee as is provided in said written instrument.


ATTORNEY FOR PLAINTIFF

Defendant may be served at:

Rt. 1, Box 19G
Foley, Alabama

FILE

APR 25 1969

CLERK
RECEIVED

CASE NO.

8678

FORD MOTOR CREDIT COMPANY,
A Corporation,

PLAINTIFF,

VS.

JERRY T..WHITE,

DEFENDANT:

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 19-G
Foley, Alabama

1969 APR 23 10 19 AM
JERRY T. WHITE
FORD MOTOR CREDIT COMPANY
BALDWIN COUNTY, ALABAMA

Received 23 day of April 1969

and on day of I served a copy of the within on Jerry T. White

By service on

TAYLOR WILKINS, Sheriff

By D. S.