

SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons, WILBUR BARLOW and BETTY J. BARLOW, 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, Alabama, at the place of holding same by FORD MOTOR CREDIT COMPANY, a corporation.

Witness my hand this the 1st day of March, 1966.

Clifford J. Beck  
Clerk

\* \* \* \* \*

COMPLAINT

FORD MOTOR CREDIT COMPANY,	X	
a corporation,	X	IN THE CIRCUIT COURT OF
	X	BALDWIN COUNTY, ALABAMA
PLAINTIFF,	X	
VS:	X	AT LAW
WILBUR BARLOW and BETTY J.	X	
BARLOW,	X	CASE NO. <u>4883</u>
DEFENDANTS.	X	

The Plaintiff claims of the Defendants the sum of, to-wit, ONE THOUSAND ONE HUNDRED EIGHT & 73/100 DOLLARS (\$1,108.73) damages, for the breach of a written agreement entered into by the Defendants on, to-wit, September 16, 1963, by which they promised to pay to TREADWELL FORD, INC., the sum of, to-wit, \$68.63 each month, commencing on, to-wit, November 2, 1963, and continuing on the 2nd day of each month thereafter until the sum of, to-wit, \$2,547.12, had been paid for the purchase of an automobile; said written instrument provided that in the event of a 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 instrument, and in the event of a deficiency, the Defendants agreed to pay the amount of the deficiency. The Plaintiff avers that said written instrument, together with all rights thereunder, was assigned to it in writing by the said TREADWELL FORD, INC., before default in said written instrument, for which a valuable consideration has been paid.

The Plaintiff alleges that the Defendants defaulted in said written instrument in that they failed to make the payments provided for therein, leaving a balance of, to-wit, \$1,616.44; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$500.00 was received for the 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 the said automobile to the balance due under the said written instrument, and allowing all just credits, a balance of, to-wit, \$1,108.73 remains due and unpaid.

The Plaintiff claims the benefit of a waiver of personal property exemptions contained in said written instrument.

The Plaintiff claims the additional sum of, to-wit, \$166.31 as a reasonable attorney's fee, averring that, \$166.31 is a reasonable attorney's fee as is provided for in said written instrument.

  
 Forest A. Christian, Foley, Alabama  
 Attorney for Plaintiff

Defendants may be served at:

Box 954

Foley, Alabama

FILED  
 MAY 7 1988  
 ALICE L. DUNK, CLERK  
 REGISTER

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SUMMONS AND COMPLAINT

I, Taylor Wilkins, Sheriff of Madison County, Alabama, do hereby serve a copy of the within on Wilbur Barlow & Betty J. Barlow on 1st day of April, 1966.  
By service on the above

PLAINTIFF,

VS:

WILBUR BARLOW and BETTY J. BARLOW,  
Box 954,  
Foley, Alabama,

DEFENDANTS.

TAYLOR WILKINS, Sheriff  
By JM Christian  
Foley, Ala.

Sheriff claims 144 miles at  
Ten Cents Per Mile Total \$ 14.40  
JM. Christian Sheriff  
DEPUTY SHERIFF

FILED

MAR 1 1966  
ALICE J. DUCK, CLERK  
REGISTER

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA