

SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons, RALPH P. BURKETT AND JUANITA BURKETT, 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 <sup>March</sup>~~February~~, 1966.

Alice J. Luck  
Clerk

\* \* \* \* \*

COMPLAINT

FORD MOTOR CREDIT COMPANY,  
a corporation,

PLAINTIFF,

Vs:

RALPH P. BURKETT and  
JUANITA BURKETT,

DEFENDANTS.

X  
X  
X  
X  
X  
X

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

6884

The Plaintiff claims of the Defendants the sum of, to-wit, EIGHT HUNDRED SIXTY-EIGHT & 94/100 DOLLARS (\$868.94) damages, for the breach of a written agreement entered into by the Defendants on, to-wit, May 17, 1963, by which he promised to pay to GASTON MOTOR COMPANY, INC., the sum of, to wit, \$66.57 each month, commencing on, to-wit, July 1, 1963, and continuing on the 1st day of each month thereafter until the sum of, to-wit, \$2,706.52, 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 GASTON MOTOR COMPANY, 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, \$2,329.95; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1,350.00 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, \$868.94 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, \$130.34 as a reasonable attorney's fee, averring that, \$130.34 is a reasonable attorney's fee as is provided for in said written instrument.

  
 Forest A. Christian, Attorney for the  
 Plaintiff, Foley, Alabama

Defendants may be served at:

104 Murphy Avenue  
 Fairhope, Alabama

FILED  
 MAR 1 1967  
 ALICE J. DUCK

(Moved to ~~City~~)

6884

SUMMONS AND COMPLAINT

Received 1 day of March 1966

and on 5 day of March 1966

I served a copy of the within ATC  
on Ralph P. Burkett  
Juanita Burkett

By service on \_\_\_\_\_

\_\_\_\_\_  
TAYLOR WILKINS, Sheriff

PLAINTIFF,

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

VS:

Returned 7 day of March 1966  
Not found in my county after diligent search and in-  
quiry.

RALPH P. BURKETT and JUANITA  
BURKETT,  
104 Murphy Avenue  
Fairhope, Alabama,

Taylor Wilkins, Sheriff  
[Signature]  
Deputy Sheriff

DEFENDANTS.

FILED  
MAR 1 1966  
AUG 1 1966  
RECORDED

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

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Alice J. Duck  
Clerk

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PLAINTIFF,

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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, \$2,329.95; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1,350.00 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, \$868.94 remains due and unpaid.

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Forest A. Christian, Attorney for the  
Plaintiff, Foley, Alabama

Defendants may be served at:

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Fairhope, Alabama

FILED

MAR 1 1966

ALICE J. DICK, CLERK  
REGISTER

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BALDWIN COUNTY. )

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Oliver J. Luck  
Clerk

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Plaintiff, Foley, Alabama

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FILED

MAR 2 1965

ALICE L. DICK, CLERK  
REGISTER