

SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons EDWIN J. CHAVERS, 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 2nd day of March, 1966.

Oliver J. Clark  
Clerk

\* \* \* \* \*

COMPLAINT

FORD MOTOR CREDIT COMPANY,  
a corporation,

PLAINTIFF,

VS:

EDWIN J. CHAVERS,

DEFENDANT.

X  
X  
X  
X  
X  
X  
X

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

6886

The Plaintiff claims of the Defendant the sum of, to-wit, SEVEN HUNDRED SIXTY-EIGHT & 82/100 DOLLARS (\$768.82) damages, for the breach of a written agreement entered into by the Defendant on, to-wit, November 27, 1961, by which he promised to pay to GASTON MOTOR COMPANY, INC., the sum of, to-wit, \$71.88 each month, commencing on, to-wit, January 10, 1962, and continuing on the 10th day of each month thereafter until the sum of, to-wit, \$2,897.88 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 Defendant, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency, the Defendant 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 Defendant defaulted in said written instrument in that he failed to make the payments provided for therein, leaving a balance of, to-wit, \$1,653.39; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$800.00 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, \$768.82 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, \$114.32 as a reasonable attorney's fee, averring that, \$114.32 is a reasonable attorney's fee as is provided for in said written instrument.

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

Defendant's address:

Route 1, Box 22C

Fairhope, Alabama

FILED

MAR 1963

NOTICE OF REGISTRATION

24/  
2-3-66

Served 2 day of March 1966  
and on 3 day of April 1966

Served a copy of this within 48  
hours on Edwin J. Chavers

by service on Sam

TAYLOR WILKINS, Sheriff  
By Ray Randall D. S.

*Handwritten signature*

Sheriff claims 70 miles at  
Ten Cents per mile Total \$ 7.00  
TAYLOR WILKINS, Sheriff  
By Ray Randall  
DEPUTY SHERIFF

6886

SUMMONS AND COMPLAINT

FORD MOTOR CREDIT COMPANY, a  
corporation,

PLAINTIFF,

VS:

EDWIN J. CHAVERS,  
Route 1, Box 22C  
Fairhope, Alabama,

DEFENDANT.

FILED

MAR 2 1966

ALICE L. DIXON, CLERK  
REGISTER

LAW OFFICE OF

FOREST A. CHRISTIAN  
FOLEY, ALABAMA