#### IRVING SILVER

ATTORNEY AT LAW

205/438-9717

2212 FIRST NATIONAL BANK BLDG. MOBILE, ALABAMA 36602

December 17, 1969

Mrs. Alice J. Duck, Clerk Circuit Court of Baldwin County Baldwin County Court House Bay Minette, Alabama 9044

RE: Pearl Finance Co., Inc. vs. John Boston

Dear Mrs. Duck:

You will find enclosed herewith the original and two copies of the Complaint and Summons in this case.

If further information or material is needed, please do not hesitate to call or write  $\mbox{me}_{\:\raisebox{1pt}{\text{\circle*{1.5}}}}$ 

Your assistance in this matter is greatly appreciated.

With kindest holiday wishes.

Śincerely,

IS:fgs

6xtra

PEARL FINANCE COMPANY, INC., A Corporation.	) IN THE CIRCUIT COURT OF
Plaintiff,	) BALDWIN COUNTY, ALABAMA
	)
JOHN BOSTON,	) AT LAW
Defendant.	CASE NO.

#### COMPLAINT

#### COUNT ONE

Plaintiff claims of the Defendant the sum of FIVE HUNDRED NINETY-THREE AND 68/100 (\$593.68) DOLLARS, damages for the breach of a written agreement entered into between the Plaintiff and the Defendant on, to-wit: the 24th day of June, 1968. Plaintiff avers that in said contract, a copy of which is attached hereto, marked "Exhibit "A", which exhibit is incorporated herein by this reference as though fully set out at this point, the Defendant agreed, for a valuable consideration, to pay the Plaintiff the sum of, to-wit: \$894.00 in 24 equal monthly installments of \$41.00 each, the first of said installment falling due on, to-wit: July 25, 1968. Plaintiff further evers that said contract provides that in the event Defendant defaults in any payment due under the said contract, the entire unpaid balance thereunder shall become due and payable immediately. Plaintiff avers that the Defendant became in default under the terms of said written agreement by failure to timely pay the aforesaid installments on, to-wit: August 26, 1968, and that Plaintiff has elected to declare immediately due and payable the entire unpaid balance thereof. Plaintiff further avers that in and according to the terms of said contract, Defendant waived all rights of exemption under the laws of this State, and in addition thereto did agree to pay a reasonable attorney's fee.

WHEREFORE, Plaintiff claims of the Defendant the sum set out above, with interest thereon, together with a reasonable attorney's fee as provided in said contract.

IRVING SILVER, Attorney for Plaintiff 2212 First National Bank Building Mobile, Alabama 36602 Phone: 438-9717

Defendant can be served at Star Route Box 344, Stockton, Alabama

DEC 18 1969

# Exhibit "A" CONDITIONAL SALES CONTRACT

Date	6 to 24, to	<u>19 68</u>	Purchaser Boston,	John	
Seller Pear	rl Finance Company		Address Star Ro	(Name) Dute Box 34	L <sub>L</sub>
Address 350	St. Louis St.		(No.) —————Stockto	s) n, Alabama	treet)
1	Articles ds-4dr-88-Sedan-Air 4 622M81964 Lic.#2	•	City  1. CABH PRICE (INC. TAXES  CASH DOWN PAYMENT #  TRADE-IN ALLOWANCE \$  2. TOTAL DOWN PAYMENT	and State) 10.00 110.00	TOTAL TIME PRICE
	<b>"</b>	7 17 44	3. UNPAID BALANCE 4. TIME PRICE ADDITION 5. TIME BALANCE Time balance is pa	. •	ial monthly in-
Description of	goods traded in:		stallments of \$ 43.6	00 each on the	
TIME BALANCE agrees to pay rea contract shall no able Attorney's fa Title to said	ereby sells and the Purchaser hersonal Property described above Purchaser, to be kept at Purch stated above in consecutive mesonable collection fees on each to be paid in full when it shall ee.  property shall not pass to Purch this contract or Seller deems the	aser's address stat ionthly installmen installment in defa become due, Purcl	ted above. Purchaser promises as stated above until full the stated above until full the more than 7 days after agrees to pay all costs.	to pay to the ord to pay to the ord lly paid. In addit or due date. In of collection incl	Seller is hereby er of Seller the tion, Purchaser the event this uding a reason-
perty wherever lo right, hereby conf property. acceptance of any interest therein or from his obligatio free from any def tion laws, and agr words used may late other parts of	and payable and Seiler may with ocated, and Purchaser waives all irmed, to retained all payments Seller shall have the right installment or payment after declared in loss, injury, or destruction of same hereunder. This contract may be counterclaim or cross concess not to use said property for this contract.	hout notice or der l claims for dama made prior theret to enforce one or efault or the transid property shall it be assigned by Suplaint by Purchas any illegal purpot. Any part of the	mand and without legal proc ges caused thereby. Such rep o by the Purchaser hereunder more remedies hereunder s fier, renewal, extension or ass not operate as payment or in Seller without notice to Purch ser. Purchaser waives all hom se. In construing this contra is contract contrary to the la	e election of Selle ess take possession shall not a scompensation uccessively or consignment of this call any manner releaser and when as lestead or other pact, the gender a wof this state should be selected to the selected of this state should be selected to the selected or other pact, the gender and wof this state should be selected to the select	r, shall become on of said pro- t affect Seller's for use of said neurrently. The ontract, or any ease Purchaser signed shall be roperty exemp- all not invalid-
all additional rights a	arty shall also have the properties herein dewise have a security interest in all after uthorized to file a financing statement in which can be granted to secured Party to the Alabama Uniform Commercial Code, gainst any Assignce of Seller.	language as broad as	is permitted by the Alabama Uniform	Commercial Cade Serve	rein described, and,
	ies or representations, expresso				
	Finance Company	-	Jalon Bah	<u></u>	
_ ( ///		(Seller)	V - 10 6- 10	•	(Purchaser)

P-3-Rey. 1-67

(Purchaser)

STATE OF ALABAMA COUNTY OF BALDWIN

#### CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon John Boston to appear within thirty days from service of this process, in the Circuit Court of Baldwin County, Alabama, at the place of holding of same, then and there to answer the complaint of Pearl Finance Company, Inc., a corporation.

WITNESS: Alice J. Duck, Clerk of said Court, this day of December, 1969.

ATTEST: Clerk Decek

#### \*\*\*\*\*\*\*

#### SHERIFF'S RETURN

Received	Day of	on marine in the second was the contract of the second second second second second second second second second	19	and on	the	day
Of:	, 19, I ser	ved a copy	of the	within	Complaint	and
Summons on John	Boston, by serv	ice on	physical light de globallisting in the main light person all physical light persons.	and the second and th	والمعارض وا	ويتي المؤسسة عليان عزرتك المؤسسة ويرده
		TAYLOR WI	LKINS,	SHERIFF		
		ВУ	erre de respirações per esperante a se esta de la companio de la companio de la companio de la companio de la c		and residence to make any sometime all managements and the same and the same and the same and the same and the	

PEARL FINANCE COMPANY, INC.,

IN THE CIRCUIT COURT OF :

A Corporation,

BALDWIN COUNTY, ALABAMA

PLAINTIFF,

AT LAW

VS.

JOHN BOSTON,

DEFENDANT.

CASE NO: 9044

DEMURRER

Comes now John Boston and files thie demurrer to the plaintiff's complaint and set down and assigns the following grounds separately and severally.

- Plaintiff has failed to state a cause of action against the defendant in his bill of complaint.
- Plaintiff's complaint is ambiguous and contradictory in that he alleges that the defendant executed a contract on the 24th day of June, 1968, with the first installment of \$41.00 due July 25, 1968, and that the defendant became in default approximately one month later on August 26, 1968, yet appears from the plaintiff's complaint the defendant paid approximately \$300.00 on the contract.

lor D. Wilkins,//Jr. Attorney for Defendant

I, the undersigned, Taylor D. Wilkins, Jr., do hereby certify that I have on this the 29th day of December, 1969, forwarded a true and exact copy of the foregoing demurrer to Mr. Irving Silver, 2212 First National Bank Building, Mobile, Alabama, attorney of record for the plaintiff, by mailing the same in the United States Post Office, properly addressed, with postage paid thereon.

DONE, this the 29th day of December, 1969.

Attorney for Defendant

trial of this tause by Defendant respectfully demands a

jury.

FILED

OEC 30 1969

ALCE J. DUCK CLERK REGISTER

Daylor Wilkins, J/.' Attorney for Defendant

**66** May 697 JOV

Sa Maria Managa (M. 12)	*	paces egalera de dall, lat., . A Composibles.
ANATANA (muun mittuun)	:	
	4	· The state of the
	4	, in property of the one
AMP ( ) Comment of the state of	•	<b>。</b> 想到到10年,10日

Spiles of the contains from made dear been a inferior of the animal . A STATE OF ONE SHARE A ROBBINE PROPERTY AND A STATE OF THE STATE OF TH

- durings noiden le emme a cludu ed balig, und Vigduink, 🧘 . Judicides on to dilled : by all damberships odd
  - Tradelination has been delered to be found contribution . I such the law to accommodate the class while the commode with the contract of t editionages. Musicula ed gramoul de clargingia applicação, base y lieja (200 year). and rock armogen day  $\mathcal{M}(\mathcal{G}_{\mathcal{A}})$  depend or contail diport one of edge. 181.0 The Albeitz Extending his first the character and the influence of the integral of . Jorginson mid no

Arminose vil tempodas

planted the first production of the state of

groterood to syste that our addition, a

to the second of the second with the second second

Partie Coldina, ark अवर्षभारत्भेत्र प्रमाद्या सुवास्थ्येत्र हे ।

yst muras uchts to Luivit in abaccob y Liut toograa stasbaat at

· Y. 1111.

PEARL FINANCE COMPANY, INC., IN THE CIRCUIT COURT OF ) A Corporation, BALDWIN COUNTY, ALABAMA ) Plaintiff, VS. AT LAW ) JOHN BOSTON, case no. 9044 Defendant.

COMPLAINT

#### COUNT ONE

Plaintiff claims of the Defendant the sum of FIVE HUNDRED NINETY-THREE AND 68/100 (\$593.68) DOLLARS, damages for the breach of a written agreement entered into between the Plaintiff and the Defendant on, to-wit: the 24th day of June, 1968. Plaintiff avers that in said contract, a copy of which is attached hereto, marked "Exhibit "A", which exhibit is incorporated herein by this reference as though fully set out at this point, the Defendant agreed, for a valuable consideration, to pay the Plaintiff the sum of, to-wit: \$894.00 in 24 equal monthly installments of \$41.00 each, the first of said installment falling due on, to-wit: July 25, 1968. Plaintiff further avers that said contract provides that in the event Defendant defaults in any payment due under the said contract, the entire unpaid balance thereunder shall become due and payable immediately. Plaintiff avers that the Defendant became in default under the terms of said written agreement by failure to timely pay the aforesaid installments on, to-wit: August 26, 1968, and that Plaintiff has elected to declare immediately due and payable the entire unpaid balance thereof. Plaintiff further avers that in and according to the terms of said contract, Defendant waived all rights of exemption under the laws of this State, and in addition thereto did agree to pay a reasonable attorney's fee.

WHEREFORE, Plaintiff claims of the Defendant the sum set out above, with interest thereon, together with a reasonable attorney's fee as provided in said contract,

> IRVING SILVER, Attorney for Plaintiff 2212 First National Bank Building

Mobile / Alabama 36602 Phone: 438-9717

Defendant can be served at Star Route Box 344, Stockton, Alabama.

DEC 18 1969

66 PAGE 654

## Exhibit "A"

### CONDITIONAL SALES CONTRACT

Date624	Purchaser Boston, John
Seller Pearl Finance Company	(Name) Address Star Route Box 344 (No.) (Street)
Address 350 St. Louis St.	Stockton, Alabama (City and State)
Description of Articles	1. CASH PRICE (INC. TAXES) & \$716.88
1962 Olds-4dr-88-Sedan-Air/Power	CASH DOWN PAYMENT 6 110.00 TOTAL TIME PRICE
Ser. # 622M81964 Lic.#2-54984	TRADE-IN ALLOWANCE 9  2. TOTAL DOWN PAYMENT  3. UNPAID BALANCE  4. TIME PRICE ADDITION  5. TIME BALANCE  \$ 279,12
	Time balance is payable in 24 equal monthly in-
	stallments of \$ 41.00 each on the 25thlay
Description of goods traded in:	of each month commencing July 68
from his obligations hereunder. This contract may be assigned by Sofree from any defense, counterclaim or cross complaint by Purchast tion laws, and agrees not to use said property for any illegal purpos words used may be changed to meet the context. Any part of this ate other parts of this contract.	ed above. Purchaser promises to pay to the order of Seller the is as stated above until fully paid. In addition, Purchaser ult more than 7 days after due date. In the event this laser agrees to pay all costs of collection including a reasonance is fully paid. In the event Purchaser defaults on any secure, the full amount, at the election of Seller, shall become nand and without legal process take possession of said process caused thereby. Such repossession shall not affect Seller's by the Purchaser hereunder as compensation for use of said more remedies hereunder successively or concurrently. The fer, renewal, extension or assignment of this contract, or any not operate as payment or in any manner release Purchaser eller without notice to Purchaser and when assigned shall be er. Purchaser waives all homestead or other property exempse. In construing this contract, the gender and number of is contract contrary to the law of this state shall not invalid-
The Secured Party shall also have the properties herein described as security for an Secured Party shall likewise have a security interest in all after acquired properties of a the Secured Party is authorized to file a financing statement in language as broad as all additional rights which can be granted to secured Party under the Alabama Uniform Commercial Code. The words "Secured Parno claims or defenses against any Assignce of Seller.	is permitted by the Alabama Uniform Commercial Code. Secured Party shall have orm Commercial Code, and debtor waives all rights and privileges which can be ty" in this contract refers to the Seller. Buyer agrees that Buyer will assert
No warranties or representations, expressed or implied, ar	e made by Seller unless endorsed hereon in writing.
Pearl Finance Company	Jahre Babloon
By Mus Mula (Seller)	(Purchaser)

(Purchaser)

P-3-Rev. 1-67

STATE OF ALABAMA

COUNTY OF BALDWIN

CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon John Boston to appear within thirty days from service of this process, in the Circuit Court of Baldwin County, Alabama, at the place of holding of same, then and there to answer the complaint of Pearl Finance Company, Inc., a corporation.

WITNESS: Alice J. Duck, Clerk of said Court, this day of December, 1969.

ATTEST:

j.

#### SHERIFF'S RETURN

Received	Day of	<b>&gt;</b>	19,	and on	the	day
of	_, 19, I serv	ved a copy	of the	within	Complaint	and
Summons on John	Boston, by serv:	ice on	KINS, S	SHERIFF		
		RY				

et/ 12-19-69

VOL 66 MET 636

Rearletinance lo.

elwing Silver Atty 2212 1st Nat'l BK mobile