

IRVING SILVER

ATTORNEY AT LAW

—
205/438-0717

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:

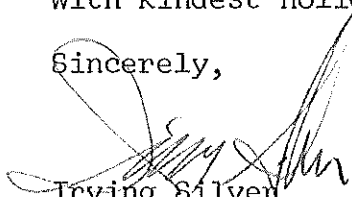
You will find enclosed herewith the original and two copies of the
Complaint and Summons in this case.

If further information or material is needed, please do not hesitate
to call or write me.

Your assistance in this matter is greatly appreciated.

With kindest holiday wishes.

Sincerely,


Irving Silver

IS:fgs

PEARL FINANCE COMPANY, INC.,
A Corporation,

Plaintiff,

VS.

JOHN BOSTON,

Defendant.

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

)

) AT LAW

)

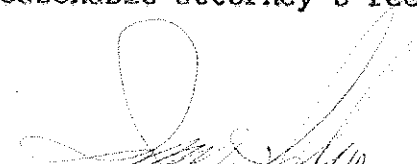
CASE NO. _____

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 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

FILED

DEC 18 1969

ALICE J. DUCK CLERK
REGISTER

Exhibit "A"
CONDITIONAL SALES CONTRACT

Date 6-24- 19 68
Seller Pearl Finance Company
Address 350 St. Louis St.

Purchaser Boston, John
(Name)
Address Star Route Box 344
(No.) (Street)
Stockton, Alabama
(City and State)

Description of Articles

1962 Olds-4dr-88-Sedan-Air/Power
Ser. # 622M81964 Lic. # 2-54984

Description of goods traded in:

1. CASH PRICE (INC. TAXES)	\$ 814.88	TOTAL TIME PRICE (ITEMS 1 + 4)
CASH DOWN PAYMENT	\$ 110.00	
TRADE-IN ALLOWANCE	\$ 110.00	
2. TOTAL DOWN PAYMENT	\$ 704.88	
3. UNPAID BALANCE	\$ 279.12	
4. TIME PRICE ADDITION	\$ 894.00	
5. TIME BALANCE	\$ 894.00	

Time balance is payable in 24 equal monthly installments of \$ 41.00 each on the 25th day of each month commencing July, 19 68 and a final installment of \$ _____.

The Seller hereby sells and the Purchaser hereby buys for the TIME PRICE stated above, subject to the conditions herein the Articles of Personal Property described above, delivery of which in good condition and as represented by the Seller is hereby acknowledged by Purchaser, to be kept at Purchaser's address stated above. Purchaser promises to pay to the order of Seller the TIME BALANCE stated above in consecutive monthly installments as stated above until fully paid. In addition, Purchaser agrees to pay reasonable collection fees on each installment in default more than 7 days after due date. In the event this contract shall not be paid in full when it shall become due, Purchaser agrees to pay all costs of collection including a reasonable Attorney's fee.

Title to said property shall not pass to Purchaser until time balance is fully paid. In the event Purchaser defaults on any payment due on this contract or Seller deems this indebtedness insecure, the full amount, at the election of Seller, shall become immediately due and payable and Seller may without notice or demand and without legal process take possession of said property wherever located, and Purchaser waives all claims for damages caused thereby. Such repossession shall not affect Seller's right, hereby confirmed, to retained all payments made prior thereto by the Purchaser hereunder as compensation for use of said property.

Seller shall have the right to enforce one or more remedies hereunder successively or concurrently. The acceptance of any installment or payment after default or the transfer, renewal, extension or assignment of this contract, or any interest therein or loss, injury, or destruction of said property shall not operate as payment or in any manner release Purchaser from his obligations hereunder. This contract may be assigned by Seller without notice to Purchaser and when assigned shall be free from any defense, counterclaim or cross complaint by Purchaser. Purchaser waives all homestead or other property exemption laws, and agrees not to use said property for any illegal purpose. In construing this contract, the gender and number of words used may be changed to meet the context. Any part of this contract contrary to the law of this state shall not invalidate other parts of this contract.

The Secured Party shall also have the properties herein described as security for any future advances which might be made to or on account of the debtor, and the Secured Party shall likewise have a security interest in all after acquired properties of a like nature or within the same categories as the properties herein described, and the Secured Party is authorized to file a financing statement in language as broad as is permitted by the Alabama Uniform Commercial Code. Secured Party shall have all additional rights which can be granted to secured Party under the Alabama Uniform Commercial Code, and debtor waives all rights and privileges which can be waived by debtor under the Alabama Uniform Commercial Code. The words "Secured Party" in this contract refers to the Seller. Buyer agrees that Buyer will assert no claims or defenses against any Assignee of Seller.

No warranties or representations, expressed or implied, are made by Seller unless endorsed hereon in writing.

Pearl Finance Company
By [Signature] (Seller)

[Signature]
(Purchaser)
(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
18 day of December, 1969.

ATTEST:

Alice J. Duck
Clerk

SHERIFF'S RETURN

Received _____ Day of _____, 19____, and on the _____ day
of _____, 19____, I served a copy of the within Complaint and
Summons on John Boston, by service on _____.

TAYLOR WILKINS, SHERIFF

BY _____

PEARL FINANCE COMPANY, INC.,
A Corporation,

PLAINTIFF,

VS.

JOHN BOSTON,

DEFENDANT.

: IN THE CIRCUIT COURT OF

: BALDWIN COUNTY, ALABAMA

: AT LAW

:

:

: CASE NO: 9044

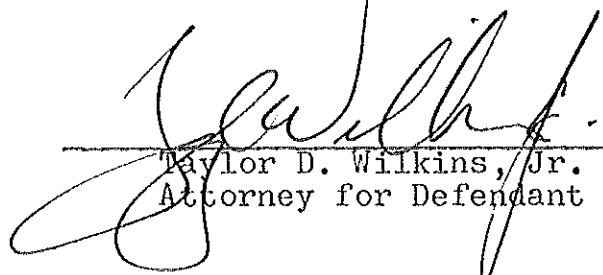
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DEMURRER

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

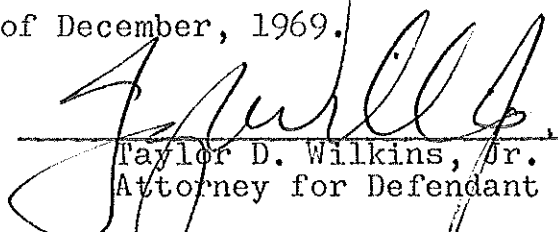
1. Plaintiff has failed to state a cause of action against the defendant in his bill of complaint.

2. 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.


Taylor 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.

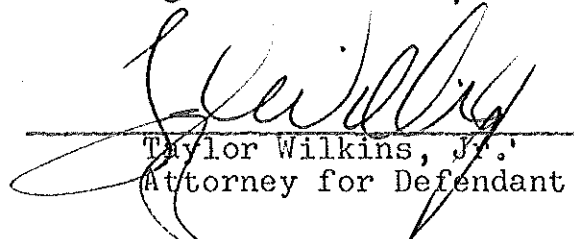

Taylor D. Wilkins, Jr.
Attorney for Defendant

Defendant respectfully demands a trial of this cause by jury.

FILED

DEC 30 1969

ALICE J. DUCK CLERK
REGISTER


Taylor Wilkins, Jr.
Attorney for Defendant

VOL 66 PAGE 687

THE UNITED STATES OF AMERICA :
DOCTOR OF MEDICINE :
JAMES M. HARRIS :
M.D. :
OF THE :
UNIVERSITY OF CALIFORNIA :
AT LOS ANGELES :
IN TESTIMONY WHEREOF :
I have hereunto set my hand and the seal of the University of California at Los Angeles, this 1st day of May, 1911.

Witness my hand

and the seal of the University of California at Los Angeles, this 1st day of May, 1911.

Attest my hand and the seal of the University of California at Los Angeles, this 1st day of May, 1911.

James M. Harris, M.D.

James M. Harris, M.D.

James M. Harris, M.D.

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Am. D.

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) IN THE CIRCUIT COURT OF

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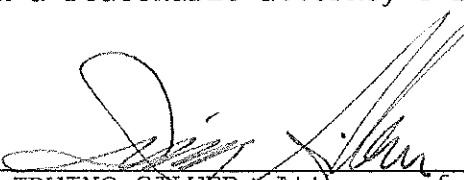
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IRVING SILVER, Attorney for Plaintiff
2212 First National Bank Building
Mobile, Alabama 36602
Phone: 438-9717

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FILED

DEC 18 1969

VOL. 66 PAGE 694

ALICE J. DUCK CLERK
REGISTER

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Pearl Finance Company

By

(Seller)

John Boston

(Purchaser)

(Purchaser)

STATE OF ALABAMA

COUNTY OF BALDWIN

CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA:

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18 day of December, 1969.

ATTEST:

Clerk

Alice J. Duck

SHERIFF'S RETURN

Received _____ Day of _____, 19____, and on the _____ day of _____, 19____, I served a copy of the within Complaint and Summons on John Boston, by service on _____.

TAYLOR WILKINS, SHERIFF

BY _____

24/ 12-19-69

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9044

Pearl Finance Co.
Inc. a corp.
Pltz

vs.
John Boston
deft

FILED

DEC 18 1969

ALICE J. DUCK CLERK
REGISTER

Irving Silver, Atty
2212 1st Nat'l BK
Mobile

Received 18 day of Dec. 1969
and 19 day of 1969

I served a copy of the within etc
on John Boston

By service on

TAYLOR WILKINS, Sheriff
By W. L. Wilkins, D. S.