

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9239

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon .....

Lewis J. Jones and Rosa Lee Jones

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, State of Alabama, at Bay Minette against.....

Lewis J. Jones and Rosa Lee Jones .., Defendant.....

by Associates Discount Corporation, a corp

..... Plaintiff.....

Witness my hand this. 4 day of May 1970.

*Alvin J. Luck* Clerk

## THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

ASSOCIATES DISCOUNT CORPORATION

a corp

Plaintiffs

vs.

LEWIS J. JONES and ROSA LEE JONES

Defendants

## SUMMONS AND COMPLAINT

Filed 5-4- 19 70

Alice J. Duck Clerk

Engel &amp; Smith

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Summerville, Ala.

Received In Office

May 4 19 70

Taylor Wilkins Sheriff

I have executed this summons

this May 15 19 70

by leaving a copy with

Lewis Jones  
Rosa Jones

Sheriff's claim 16.00 miles

Ten Cents per mile Total \$ 16.00

TAYLOR WILKINS, Sheriff

BY H. J. Brown DEPUTY SHERIFF

Taylor Wilkins Sheriff

H. J. Brown Deputy Sheriff

ASSOCIATES DISCOUNT CORPORATION,  
a corporation,

CIRCUIT COURT OF  
IN THE ~~COURT OF GENERAL~~  
BALDWIN  
~~SESSIONS OF MOBILE~~ COUNTY,

Plaintiff,

VS.

LEWIS J. JONES and ROSA LEE  
JONES, jointly and individually,  
Defendants

ALABAMA.

CASE NO. 9239

Plaintiff claims of the Defendant the sum of, to-wit,  
(\$597.23)  
FIVE HUNDRED NINETY-SEVEN & 23/100 DOLLARS damages, for the breach  
of a written agreement entered into by the Defendants on, to-wit,  
October 10, 1965 , by which they promised to pay to Muldon  
Motor Company, Inc. , the sum of, to-wit, \$ 64.25 each month,  
commencing on, to-wit, September 10, 1965 , and continuing on the  
same day of each month thereafter until the sum of, to-wit,  
\$ 2,313.00 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 Defen-  
dant and apply the proceeds of said sale to the remainder due under  
the said written agreement, and in the event of a deficiency, the  
Defendant agreed to pay the amount of the deficiency. Plaintiff  
avers that said written instrument, together with all rights there-  
under, was assigned to it in writing by the said Muldon  
Motor Co., Inc. before default in said written instrument, for which  
a valuable consideration has been paid.

Plaintiff alleges that the Defendant defaulted in said written  
instrument in that they failed to make the payments provided for  
therein, leaving a balance of principal due of, to-wit, \$ 1,927.50 ;  
that the automobile mentioned therein was seized and sold and that

the sum of, to-wit, \$ 1,100.00 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, \$ 597.23 remains due and unpaid.

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

Plaintiff claims the additional sum of, to-wit, \$ 119.45 as a reasonable attorney's fee, averring that, to-wit, \$ 119.45 is a reasonable attorney's fee as is provided for in said written instrument.

ENGEL AND SMITH  
Attorneys for Plaintiff

BY: Desmond B. Toler  
Member Appearing

DEFENDANT MAY BE SERVED AT:

Lewis J. Jones and Rosa  
Lee Jones at Route 1,  
Summerdale, Alabama

FILED

MAY 4 - 1941

ALICE J. DUCK CLERK  
REGISTER



# THE ESCAMBIA SUN - PRESS

PUBLISHED WEEKLY

(Warrington) Pensacola, Escambia County, Florida

## STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared\_\_\_\_\_

Paul P. Driver

who on oath says that he is Publisher of The Escambia Sun-Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a Notice in the matter of\_\_\_\_\_

Sale

in the Court, was published in said newspaper in the issues of\_\_\_\_\_

May 20, 1966

Affiant further says that the said Escambia Sun-Press is a newspaper published at ( Warrington ) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Paul P. Driver*

PUBLISHER

Sworn to and subscribed before me this 20<sup>th</sup>

day of May, A. D. 1966

*[Signature]*

NOTARY PUBLIC STATE OF FLORIDA - LARGE  
MY COMMISSION EXPIRES NOV. 21, 1967  
BONDED THROUGH FRED W. DIESTELHORST

NOTARY PUBLIC

### NOTICE

To: Lewis J. & Rosa Lee Jones,  
Bon Secour, Alabama

You are hereby notified that the following motor vehicle:

1965 Ford Falcon will be sold at public sale at 10 o'clock on the 30th day of May, 1966, at 409 North Pace Blvd., Pensacola, Florida.

The proceeds of the sale will be applied first to the payment of the cost of retaking, storing and sale of said motor vehicle and the cost of publication of notice of sale and then to the satisfaction of the balance due under the contract covering the financing of said motor vehicle. Any surplus will be paid to you, and you will remain liable for any balance remaining unpaid under said contract. Terms of sale, cash.

Undersigned reserves the right to bid.

ASSOCIATES DISCOUNT  
CORPORATION

By: W. H. ALEXANDER  
409 North Pace Blvd.  
Pensacola, Florida.

oaw-lw-5-20-1966.

PLEX. I. J. J. M.

Lewis J &amp; Rosa Lee Jones

(Write or Type Buyer's Name Plainly)

residing at

Number

Street

Bon Secure

City

Zone No.

Baldwin

County

Florida, hereby agree to purchase of

Muldon Motor Co., Inc.

(Seller), of the City of

Pensacola

Florida

	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number
One	New	Ford	6	1965	Falcon	2DR	5H01U228212		
Radio	<input checked="" type="checkbox"/>	Heater	<input checked="" type="checkbox"/>	Automatic Transmission	<input type="checkbox"/>	Overdrive	<input type="checkbox"/>	Power Steering	<input type="checkbox"/>
						Power Brakes	<input type="checkbox"/>	Window Lifts	<input type="checkbox"/>
								Air Conditioning	<input type="checkbox"/>
									Other

together with all equipment and accessories thereon, all of which are included in the term "motor vehicle" as used herein, for a Total Time Selling Price equal to the sum of Items 1, 4, 5 and 7) in the following tabulation:

1. Total Bona Fide Cash Price of Motor Vehicle if buyer had elected to buy for cash instead of for

Total Time Selling Price as herein recited ..... \$ 2233.61

**DOWN PAYMENT** { Trade-in ..... 1960 Ford Falcon S.W. .... Equity \$ 165.00  
(Description)  
Cash ..... \$ 235.00

2. Total Down Payment ..... \$ 400.00

3. The difference between Items 1 and 2 ..... \$ 1833.61

4. Insurance Premiums ..... \$ 119.70

(Check Insurance Coverages Included in Contract.)

COVERAGES APPLICABLE TO MOTOR VEHICLE for Term 12 Months, effective Sept. 10, 1965

☒ \$ 50.00 Deductible Collision, ☒ Comprehensive, ☐ Fire, Theft and Combined Additional Coverage. ☒ Road Service.

OTHER INSURANCE COVERAGES—☒ Credit Life, ☐ Accident and Health

### BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE NOT INCLUDED

(No insurance included unless checked above)

It is hereby mutually agreed insurance included herein, other than insurance on the car, covers only the person whose signature first appears below.

5. The amount of license, taxes, and official fees ..... \$ 3.60

6. Principal Balance (sum of Items 3, 4 and 5) ..... \$ 1956.91

7. Finance charge ..... \$ 356.09

8. The Time Balance (sum of 6 and 7) ..... \$ 2313.00

and I promise to pay at the office of the Associates Discount Corporation at South Bend, Indiana, the amount of said Time Balance in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts,

in 36 monthly installments of \$ 64.25 and a final installment of \$ beginning on Oct. 10 1965

(Month & Day)

and continuing on the same day of each month thereafter until fully paid. If any of said installments be not paid when due, then all unpaid installments shall immediately become due at the option of the owner hereof without notice or demand.

I promise to pay to the Seller or other holder of this contract a delinquency and collection charge on each installment of this contract in default for a period of not less than ten days in an amount not in excess of 5% of each installment or \$5.00, whichever is the lesser. Waiver of any default shall not constitute waiver of any other default.

Time is of the essence of this contract and if I fail to pay any of the installments when due or otherwise breach or fail to perform any of the provisions or promises herein, or if attachment, levy of execution or other process issues against the motor vehicle, or in the event of bankruptcy or my insolvency or if the holder shall deem himself insecure, all unpaid installments, at the option of the holder, shall immediately become due and payable without notice or demand. The holder hereof may, without notice or demand and with or without process of law enter any premises where said motor vehicle may be and take possession of it and sell it at public or private sale with or without notice and all sums paid hereunder may be retained for use of the vehicle. Any personal effects in or upon the vehicle at the time of retaking may be taken and such property may be held without liability until demanded by me. I hereby authorize the holder hereof to cancel any policy of insurance upon said motor vehicle or other insurance purchased under this contract and transfer, set-over, and assign to said holder any and all refunds or returned premiums from such insurance to be receipted for by him in my name or his for application to any existing indebtedness hereunder with excess, if any, to be returned to me.

Upon default, the motor vehicle purchased hereunder may be repossessed and sold at public sale. The proceeds of such sale shall be applied first to the payment of such costs, expenses and attorneys' fees in connection with the retaking, storing and sale of the motor vehicle as may be allowed by the court if the retaking is by legal process or, if the retaking is not by legal process, to the payment of the actual and necessary expenses of storing the motor vehicle, not to exceed one dollar (\$1.00) per day, and to the actual cost of publishing the notice of sale in a newspaper as required in subsection (4) of section 520.11, Florida Statutes, and then to the satisfaction of the balance due under this contract. After such application any surplus shall be paid to the buyer and the buyer shall remain liable for any balance remaining unpaid after such application.

The Buyer and Seller agree to the "Statement of Additional Covenants" set forth on the reverse side hereof, which the undersigned each agree shall constitute a part of this contract.

The word "I" used herein shall mean "we" if more than one person signs as buyer.

**NOTICE TO THE BUYER:** 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign.

I hereby acknowledge receipt of a true copy of this contract and warrant to each purchaser of the seller's interest herein that this instrument contains all of the agreements of the parties regarding the property herein described.

In Witness Whereof, the parties hereto have set their hands on this 10th day of Oct., 1965

Buyer Lewis J Jones SEAL

Credit Life, Accident and Health Insurance as included covers only the person signing above

Purchaser

Buyer Rosa Lee Jones SEAL

Signs

MULDON MOTOR CO., INC.

(Dealer)

By F. C. O'Connor, sec.

(Owner, Officer or Firm Member)

Dealer

Signs

Title to the motor vehicle described herein shall remain in the Seller or his assignee until this contract is fully performed by me. I hereby acknowledge delivery to me and possession of said motor vehicle. I shall not sell, encumber or lease the vehicle or transfer or assign any of my interest therein or in this contract, or use said motor vehicle in violation of any State or Federal laws. I will not remove it from the county or filing district in which I now reside without written permission from the holder of this contract.

In the event this agreement and title to the motor vehicle is assigned to Associates Discount Corporation, I promise that after such assignment I will settle all claims against the Seller directly with him and agree not to set up any such claim as a defense, counter-claim, set-off, cross complaint or otherwise to any action for the purchase price or possession of said motor vehicle brought by the owner hereof. I further agree to pay such attorneys fees and court costs as are permitted by law in the event this agreement is assigned to an attorney not a salaried employee of the holder for collection or repossession of the motor vehicle described herein.

If no cost of insurance coverage applicable to the motor vehicle is included in this contract, I promise to promptly insure the motor vehicle at my own expense in a company acceptable to the holder hereof against loss by fire, theft and collision for the period of the term of this contract under a policy providing that loss, if any, shall be payable to me and the holder of this contract as our respective interests may appear and to keep such insurance in full force during said term and to deliver to the holder of this contract within five days of the date of this contract a paid-up policy to such effect. If I fail to so deliver such a policy, or if such policy is subsequently cancelled or expires and I do not furnish replacement insurance immediately, the holder of this contract may but shall not be obligated to purchase such a policy, and I promise to pay the cost thereof at such time or times as the holder of this contract demands together with interest thereon at the highest lawful contract rate until paid.

If any motor vehicle insurance obtained by the holder of this contract under the terms hereof is subsequently cancelled by the insurer and a return premium received therefrom, the holder after each such cancellation may but shall not be obligated to obtain therewith similar insurance from another carrier and if the premiums therefor are greater than the amount of return premiums, I promise to pay such additional amounts at such time or times as the holder of this contract demands together with interest thereon at the highest lawful contract rate until paid. If the holder chooses not to obtain such insurance protecting both the holder and myself against loss, the holder may but shall not be obligated to purchase a policy of single interest insurance protecting the holder alone against loss and to apply any remainder toward the satisfaction of the last maturing installment of this contract.

Any and all refunds or returns of unearned insurance premiums are hereby transferred, set over and assigned to the holder hereof as an additional security for the indebtedness evidenced by this contract and may be collected and receipted for by the holder in its name or in mine at any time. The holder of this contract may from time to time apply all sums not expended for insurance toward the satisfaction of the last maturing installment of this contract.

**ASSIGNMENT WITHOUT RECOURSE**

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said Contract is genuine and in all things what it purports to be; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

Dated this SEP 11 1965 day of SEP, 1965 By MULDON MOTOR CO. INC. (Dealer Firm Name) F.C. O'Connell (Official Title) Sec.

**ASSIGNMENT WITH RECOURSE**

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns, with full recourse, and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said Contract is genuine and in all things what it purports to be; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

The undersigned guarantees payment of the unpaid balance on said contract as and when the same shall become due and payable under the terms of said contract, hereby waiving notice of acceptance and notice of defaults and consents that the Assignee may, without affecting the undersigned's liability, compromise or release, by operation of law or otherwise, any rights against and grant extensions of time of payment to Buyer and other obligators.

Dated this 20 SEP day of SEP, 1965 By MULDON MOTOR CO. INC. (Dealer Firm Name) F.C. O'Connell (Official Title) Sec.

**ASSIGNMENT**

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said Contract is genuine and in all things what it purports to be; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

As a part of the foregoing instrument, the undersigned's obligation in addition to those stated in the preceding paragraph are governed by the paragraph set forth opposite the undersigned's signature below.

**1. FULL REPURCHASE AGREEMENT**

The undersigned further agrees that if Assignee repossesses the said motor vehicle described in said Contract, the undersigned will purchase from Assignee the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and will so purchase said motor vehicle although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
Dealer  
By \_\_\_\_\_  
Official Title  
\_\_\_\_\_  
Address of Dealer

**2. LIMITED REPURCHASE AGREEMENT**

The undersigned further agrees that if the Buyer fails to pay the first \_\_\_\_\_ installments of his obligation as set forth in the contract hereby assigned and if Assignee repossesses the said motor vehicle described in said Contract, the undersigned will purchase from Assignee the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and will so purchase said motor vehicle although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
Dealer  
By \_\_\_\_\_  
Official Title  
\_\_\_\_\_  
Address of Dealer

**3. PARTIAL REPURCHASE AGREEMENT**

The undersigned further agrees that if Assignee repossesses the motor vehicle described in said contract, the undersigned upon demand will pay to Assignee \$ \_\_\_\_\_ or purchase the motor vehicle from Assignee for the then unpaid balance in its then condition and location, and will so pay or purchase although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
\_\_\_\_\_  
Dealer  
By \_\_\_\_\_  
Official Title  
\_\_\_\_\_  
Address of Dealer

CO-200  
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