

FORD MOTOR CREDIT CORPORATION,
a corporation
Plaintiff

-VS-

ELBIE M. HUTCHERSON
Defendant

CIRCUIT COURT
IN THE ~~COUNT OF GENERAL~~
OF BALDWIN

~~XXXXXXXXXXXXXXXXXXXX~~

COUNTY, ALABAMA

CASE NUMBER: 9418

Plaintiff claims of the Defendant the sum of,
to-wit, ONE THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND 48/100
(\$ 1, 418.48) DOLLARS damages, for the breach of a
written agreement entered into by the Defendant on, to-wit,
APRIL 8, 1965 , by which HE promised to pay to
FORD MOTOR CREDIT CORPORATION , the sum of, to-wit,
\$ 103.32 each month, commencing on, to-wit, AUGUST 13, 1963
and continuing on the 13TH day of each month thereafter
until the sum of, to-wit, \$ 4, 419.52 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 Defendant 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 thereunder,
was assigned to it in writing by the said

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 HE failed to make the
payments provided for therein, leaving a balance of prin-
cipal due of, to-wit, \$ 3570.94 ; that the auto-
mobile mentioned therein was seized and sold and that

the sum of, to-wit, \$ 1700.00 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, \$ 1, 418. 48 remains due and unpaid.

Plaintiff claims the additional sum of, to-wit, \$ 372.82 as a reasonable attorney's fee, averring that, to-wit, \$372.82 is a reasonable attorney's fee as is provided for in said written instrument.

ENGEL AND SMITH
Attorneys for Plaintiff

BY: 

Member Appearing

~~DEFENDANT MAY BE SERVED AT:~~

MR. ELBIE HUTCHERSON
ROUTE 1
GRAND BAY ALABAMA

FILED

AUG 3 1970

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9418

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Elbie M. Hutcherson

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.....

Elbie M. Hutcherson ... Defendant.....

by Ford Motor Credit Corporation, a corp.

..... Plaintiff.....

Witness my hand this 3rd day of August 19 70

Alice J. Duck, Clerk

new
9418
No.

8268
Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

FORD MOTOR CREDIT CORP.,

A Corp.

§ Plaintiffs

vs.

ELBIE M. HUTCHERSON

Defendants

SUMMONS AND COMPLAINT

Filed August 3, 1970

Alice J. Duck Clerk

Engel & Smith - P. O. Box 1045
Mobile, Ala. Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

August 3, 1970

(Raylan Wilkins) Sheriff

I have executed this summons

this Aug 5, 1970

by leaving a copy with

Elbie M. Hutcherson

Raylan Wilkins Sheriff

PA Newman Deputy Sheriff

FORD MOTOR CREDIT CORPORATION,
a corporation
Plaintiff

-VS-

ELBIE M. HUTCHERSON
Defendant

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

CASE NUMBER: 9418

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ENGEL AND SMITH
Attorneys for Plaintiff

BY: *Dennis B. Toler*
Member Appearing

~~DEFENDANT MAY BE SERVED AT:~~

MR. ELBIE HUTCHERSON
ROUTE 1
GRAND BAY ALABAMA