

Ford Motor Credit Company

P.O. BOX 3187
MELVINDALE, MICHIGAN 48122

AREA CODE: 313
PHONE: 322-8015

ASSIGNMENT DATA SHEET

DATE:

5-15-68

ASSIGNED TO <i>111</i>	
<i>Kenneth Cooper</i>	
CUSTOMER NAME <u>Helen W. Phillips</u>	BALANCE \$ <u>1374.31</u>
ACCOUNT NUMBER <u>CA A101 R702</u>	CO-SIGNER NAME
CUSTOMER ADDRESS <u>RT#2 Box 10 Fairhope Ala.</u>	CO-SIGNER ADDRESS
CUSTOMER PLACE OF EMPLOYMENT <u>Fairhope Elem. School</u>	CO-SIGNER PLACE OF EMPLOYMENT
THE ABOVE ACCOUNT IS REFERRED FOR COLLECTION ON THE PREVIOUSLY AGREED CONTINGENT FEE BASIS. THE FOLLOWING DOCUMENTS, FORMS AND ACCOUNT DATA ARE ATTACHED AS INDICATED:	
<input checked="" type="checkbox"/> COPY OF CONTRACT	<input type="checkbox"/> NOTICE OF SALE
<input checked="" type="checkbox"/> CREDIT STATEMENT	<input type="checkbox"/> PROOF OF MAILING
<input type="checkbox"/> TRANSFER AGREEMENT	<input type="checkbox"/> PROOF OF PUBLICATION
<input type="checkbox"/> WAIVER OF SALE	<input type="checkbox"/> AFFIDAVIT OF POSTING
BALANCE WHEN REPOSSESSED	\$ <u>2968.15</u>
ADD: REPOSSESSION EXPENSE	<u>76.35</u>
LATE CHARGES	<u>35.00</u>
LESS: SALES PROCEEDS	<u>1538.35</u>
RETURNED PHYSICAL DAMAGE INSURANCE PREMIUM	<u>152.47</u>
RETURNED CREDIT LIFE INSURANCE PREMIUM	<u>14.37</u>
BALANCE OWING	<u>1374.31</u>
CUSTOMER PAYMENTS RECEIVED AFTER ESTABLISHMENT OF DEFICIENCY	
CURRENT BALANCE	\$ <u>1374.31</u>
ASSIGNED BY <i>H. J. [Signature]</i>	

Buyer (and Co-Buyer) - Name and Address (Include County)

Helen Phillips
Rt 2 Box 10
Fairhope, Alabama

Seller - Name and Address

Treadwell Ford, Inc.
657 St. Louis St.
Mobile, Alabama

Buyer (which means the undersigned Buyers, and Co-Buyers, jointly and severally) having been quoted both a Time Sale Price and a lesser Cash Sale Price, hereby purchases from Seller on a time price basis, upon the terms and conditions set forth on the face and reverse sides hereof, the following property (hereinafter called the "Property") delivery and acceptance of which in good order hereby are acknowledged by Buyer.

Year and Make	New or Used	Body Type	Model or Series	No. Cyl.	If Truck Ton Capacity	Manufacturer's Serial Number	Motor Number	Use For Which Purchased
1966 Ford	new	Cty Squire 10 Pass8					6G78X134268	<input type="checkbox"/> Personal <input type="checkbox"/> Business

INCLUDING:
☒ Radio ☐ Heater ☐ Automatic Transmission ☒ Power Steering ☐ Power Brakes ☐ Power Seats ☐ Power Windows ☒ Selectaire

TERMS AND CONDITIONS

1. Seller reserves title to the Property until all the amounts due and to become due hereunder are fully paid in cash.

2. Buyer hereby promises to pay to Seller the Time Balance in the amount and manner set forth opposite, without offset of any kind, at such place as Seller may from time to time designate together with a delinquency charge on each instalment in default for 10 days or more in the amount of 5% of such instalment or \$5.00, whichever is less, plus such expenses incurred by Seller in effecting collection hereunder as may be allowed by law.

3. If credit life insurance from Allstate Life Insurance Company is proposed with respect to this contract, such life insurance, if any, will be provided upon: (a) if the Buyer named in such contract is one or more natural persons, then on the life of that natural person whose signature as "Buyer" appears first, (b) if the Buyer named therein is a partnership, then on the life of that natural person, being a partner, whose signature on behalf of the partnership appears first, or (c) if the Buyer named therein is a corporation, then on the life of that natural person whose signature as "(Co) Buyer" appears first.

The person signing below upon whose life such insurance is to be provided, in order to induce Allstate Life Insurance Company to effect such insurance, hereby declares that to the best of his knowledge and belief he is now in good health and he hereby authorizes every physician or hospital, in event of his death, to disclose to Allstate Life Insurance Company all information concerning his medical history prior to the date of this contract.

4. The Details of Transaction set forth opposite and the Additional Terms and Conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

Notice to the Buyer:

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of this contract.

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

Buyer Signs

(Co) Buyer Signs

The foregoing contract hereby is accepted by the Seller and assigned to Ford Motor Credit Company in accordance with the terms of the Assignment set forth on the reverse side hereof.

Seller

Treadwell Ford, Inc.

By [Signature] Title Bus Mgr**DETAILS OF TRANSACTION**

- (1) Cash Sale Price (Including all equipment, accessories, extras and taxes, if any) ... \$ 4545.87 (1)
(2) Down Payment Consisting of \$ 100.00 (Cash) Plus \$ 1045.12 (Net trade-in) ... \$ 1145.12 (2)

59 Plymouth S⁺a Wgn PL859228
(Year and Make) (Serial Number)

(Gross Allowance)

(Amount Owning)

- (3) Difference Between Items (1) and (2) ... \$ 3400.75 (3)

- (4) Insurance and Other Benefits ---Buyer requests and authorizes the insurance coverages for which an amount is included below (include only if Buyer has so authorized):

(a) Vehicle insurance coverages checked below for a term of 36 months (or for such shorter term as the insurer to whom Seller shall apply therefor will provide for the amount included herein for vehicle insurance) from the date hereof covering accidental physical damage to the Property based on actual cash value at the time of loss not to exceed policy limits, payable to Buyer or Seller as interests may appear and Towing and Labor Costs, if checked below, not to exceed \$25 for any one occasion

☒ Comprehensive ☐ Fire-Theft and Combined Additional Coverage

☒ \$50 Deductible Collision ☒ Towing and Labor Costs \$ 296.00

(b) Group Credit Life Insurance to Be Provided by Allstate Life Insurance Company. \$ 50.36

(See Notice of Proposed Group Credit Life Insurance on reverse side of Buyer's copy)

(c) Credit Life Insurance Provided by

(d) Other \$

Total Amount Included for Insurance ... \$ 346.36 (4)

THIS CONTRACT DOES NOT PROVIDE AUTOMOBILE BODILY INJURY OR PROPERTY DAMAGE INSURANCE AND IS NOT IN COMPLIANCE WITH THE MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW OF ANY STATE.

- (5) Official Fees ... \$ 3.00 (5)
(6) Principal Balance [Add Items (3), (4) and (5)] ... \$ 3750.11 (6)
(7) Finance Charge ... \$ 895.69 (7)
(8) Time Balance [Add Items (6) and (7)] Payable in 36 monthly \$ 4645.80 (8)
instalments of \$ 129.05 each (except the final instalment shall be for the amount then due) payable on the like day of each successive month commencing Jan 11, 1966
or if no date is specified, one month after date of this contract.

- (9) Time Sale Price [Add Items (2) and (8)] ... \$ 5790.92 (9)

ADDITIONAL TERMS AND CONDITIONS

- No transfer, renewal, extension or assignment of this contract or any interest hereunder, and no loss, damage or destruction of or to the Property, shall release Buyer from his obligations under this contract. Buyer shall keep the Property free from all encumbrances, and any amount that may be paid by Seller in release or discharge thereof shall be paid by Buyer to Seller forthwith upon demand with interest at the highest lawful contract rate as an additional part of Buyer's obligations hereunder. Buyer shall not use the Property illegally, improperly or for hire (unless stated herein) and shall not without the written permission of Seller, remove the Property from the county of his residence or transfer or otherwise dispose of any interest in this contract or the Property.
- The Property shall be at Buyer's risk and Buyer shall obtain and maintain, at his own expense for so long as any amount remains unpaid under this contract, insurance protecting the interests of Buyer and Seller against loss, damage or destruction of or to the Property in such forms and amounts as Seller may require.

The inclusion of a charge for Vehicle Insurance herein shall not relieve Buyer of such obligation, but only authorizes Seller to attempt to obtain the requested coverages on Buyer's behalf through an authorized insurance agent; provided, if Seller is unable to obtain the requested coverages for the term indicated for the amount included herein, Seller may (i) obtain such coverage for such term, if any, as the insurance carrier to whom Seller shall apply therefor will provide for such amount; or (ii) credit such amount to the final maturing instalments hereunder in inverse order of maturity or as otherwise required by law.

If Buyer fails to obtain or maintain the insurance required hereunder or fails to furnish satisfactory evidence thereof upon request, Seller may, but shall not be required to, and without prejudice to Seller's rights under this contract if it does not, obtain such insurance protecting either: (i) the interests of Buyer and Seller or (ii) the interest of Seller only. In such event, Buyer agrees to pay, as an additional part of the obligation hereunder, a charge equal to the amount of the premium for such insurance obtained by Seller forthwith upon demand together with interest thereon at the highest lawful contract rate.

Buyer hereby assigns to Seller any monies, not in excess of the unpaid balance hereunder, that may become payable under such insurance, by whomsoever obtained, including return or unearned premiums and requests and authorizes any insurance company to make payment of such monies directly to Seller to be applied to the unpaid balance hereunder, and Buyer appoints Seller as Buyer's attorney-in-fact to endorse Buyer's name upon any check or draft representing payment to Buyer of such monies. The proceeds from such insurance, by whomsoever obtained, shall be applied toward replacement of the Property or payment of the obligation hereunder in the sole discretion of Seller. Buyer hereby waives and releases Seller from all claims with respect to any and all rights, benefits and advantages as may accrue under such insurance, by whomsoever obtained, except the right to the application of any proceeds received by Seller thereunder in payment of the obligation under this contract.

- Buyer has the right to satisfy in full at any time before maturity the obligation due under this contract and to receive a refund credit as provided by law.
- Seller may assign this contract and, if Seller does so, the word "Seller" as used in this contract shall be understood to mean the one whose name is endorsed on the face of this contract as "Seller" (hereinafter called the "Original Seller") and any subsequent holder

of this contract. Any subsequent holder of this contract shall acquire all of the Original Seller's interest in this contract and the Property, and shall be entitled to all the rights and privileges of Seller hereunder. The Original Seller shall not be the agent of any such subsequent holder for transmission of payments or for any other purpose and Buyer shall make all payments directly to such subsequent holder after Buyer receives notice of the assignment. No warranties, express or implied and no representations or promises have been made by Seller unless endorsed hereon in writing, except that if the Property is a new motor vehicle, the Original Seller hereby confirms its written warranty against defective material or workmanship, where such a warranty has been made by the Original Seller. Buyer understands and agrees that Buyer will settle directly with the Original Seller all claims, setoffs, counterclaims and other defenses there may be against the Original Seller and that Buyer shall not setup any such claim, setoff, counterclaim or other defense against any such subsequent holder.

- Time is of the essence of this contract. In the event Buyer defaults in any payment, or fails to obtain or maintain the insurance required hereunder, or fails to comply with any of the terms and conditions hereof, or a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Buyer or his property, or Seller deems the Property in danger of misuse or confiscation, or Seller otherwise reasonably deems the indebtedness or the Property insecure, Seller shall have the right, at its election to declare the unpaid portion of the Time Balance, together with any other amount for which Buyer shall have become obligated hereunder, to be immediately due and payable. Further in any such event, Seller, its agents or representatives, may take immediate possession of the Property, including any equipment or accessories, and for this purpose Seller, its agents or representatives, may enter upon the premises where the Property may be and remove same, and Seller may take possession of any other items in or on the Property at the time of repossession, wherever such other items may be, and hold same temporarily for Buyer without liability on the part of Seller. Such repossession shall not affect Seller's right hereby confirmed, to retain all payments made prior thereto by Buyer. In the event of repossession of the Property, and if Buyer has not redeemed the same in accordance with law, Seller may either sell same at public sale (at which Seller may purchase) or dispose of same by private sale or otherwise in such manner and upon such terms as shall appear to Seller to be reasonable without demand for performance, with such notice to Buyer, if any, as may be required by law and with or without having the Property at the place of sale or other disposition. The proceeds of any such sale or disposition of the Property, less the expenses of retaking, holding, preparing for sale and selling the Property and reasonable attorney's fees and legal expenses incurred by Seller, shall be applied to the partial or complete satisfaction of Buyer's obligations hereunder. The surplus, if any, shall be paid to Buyer unless otherwise required by law. The deficiency, if any, shall be paid by Buyer to Seller forthwith, upon demand, with interest thereon at the highest lawful contract rate. Seller's rights and remedies hereunder are in addition to any given by law and may be enforced successively or concurrently. Waiver by Seller of any default shall not be deemed a waiver of any other default.

- This contract constitutes the entire agreement between Buyer and Seller and no modification of any of the terms and conditions herein shall be valid in any event, and Buyer expressly waives the right to rely thereon, unless made in writing duly executed by Seller. Any provision of this contract prohibited by the law of any state, shall as to such state be ineffective to the extent of such prohibition without invalidating the remaining provisions of this contract. This contract shall be governed by the law of the state in which the Original Seller is located as shown on the face of this contract.

GUARANTY

For Value Received, each of the undersigned guarantors, jointly and severally, guarantees the prompt and unconditional payment, performance and discharge of all Buyer's obligations under the within contract and covenants that in the event of default in any of said obligations thereunder, to pay upon demand the full amount remaining unpaid thereunder together with a reasonable attorney's fee (15% of the amount then due, or if prohibited, the amount permitted by law) if placed with an attorney for collection. The liability of undersigned shall not be affected by any extension, renewal or other change in the time of payment of the said contract, or any change in the manner, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for the payment thereof, or the release of any security thereunder. The holder of the within contract shall not be bound to exhaust its recourse against Buyer or any other person or any security the holder may at any time have before being entitled to payment from the undersigned hereunder. Each of the undersigned guarantors hereby waives notice of the acceptance of this guaranty, and of presentment, demand and protest and notices of non-payment and dishonor, and any other demands and notices required by law, and waives all setoffs and counterclaims.

Guarantor _____ Address _____
 Guarantor _____ Address _____

ASSIGNMENT

The Seller named on the face of this contract sells, assigns and transfers to Ford Motor Credit Company (hereinafter called "FMCC") his, its or their entire right, title and interest in and to the within contract and the Property described therein and authorizes FMCC to do every act and thing necessary to collect and discharge obligations arising out of or incident to said contract and assignment. In order to induce FMCC to accept assignment of the contract, the Seller warrants that: the contract, and guaranty if any, are genuine, legally valid and enforceable and arose from the sale of said Property; said Property is, as represented to the Buyer named therein who was quoted both a time price and a lesser cash price; the Buyer is not a minor, has capacity to contract and paid the down payment stated in the contract with his own funds; all statements made by or on behalf of the Buyer and furnished to FMCC by the Seller are true to the best of the Seller's knowledge and belief, and the Seller has no knowledge of any fact that would impair the validity or value of the contract; title to said Property is vested in the Seller free of all liens and encumbrances and the Seller has the right to assign said title; and a certificate of title to said Property showing a lien or encumbrance for the benefit of FMCC or the Seller has been or will be applied for forthwith if permitted by law. If there is any breach of any of the foregoing warranties, without regard to the Seller's knowledge or lack of knowledge with respect thereto or FMCC's reliance thereon, the Seller hereby agrees unconditionally to purchase said contract from FMCC, upon demand, for the full amount then unpaid whether said contract shall then be, or not be, in default. In addition, this assignment includes the provisions of the paragraph initiated by the Seller below, provided that if none of the paragraphs below has been initiated by Seller, this assignment shall include the provisions of the paragraph below entitled "Repurchase." The liability of the Seller shall not be affected by any extension, renewal or other change in the time of payment of the said contract, or any change in the manner, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for payment thereof or the release of any security thereunder. FMCC shall not be bound to exhaust its recourse against the Buyer or any other person or any security FMCC may at any time have before being entitled to payment from the Seller hereunder. The Seller waives notice of the acceptance of this assignment and notices of non-payment and non-performance of the contract and any other notices required by law and waives all setoffs and counterclaims. This assignment shall become effective upon delivery of the within contract to FMCC or upon FMCC's payment of the purchase price therefor whichever first occurs.

☒ "WITHOUT RECOURSE" The assignment of said contract is and shall be without recourse against the Seller, except as otherwise provided by the terms of the Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted.

☐ "REPURCHASE" The Seller guarantees payment of the full amount remaining unpaid under said contract, and covenants if default be made in payment of any instalment thereunder to pay the full amount then unpaid to FMCC upon demand, except as otherwise provided by the terms of the Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted.

☐ "PARTIAL REPURCHASE" The Seller guarantees payment of the full amount remaining unpaid under said contract, and covenants if default be made in payment of any instalments thereunder to pay the full amount then unpaid to FMCC, upon demand, except as otherwise provided by the terms of the Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted, or at the Seller's election to pay to FMCC, upon demand, the sum of \$ _____, in consideration of being released from such guaranty obligation and, in such event, the assignment of said contract is without recourse against the Seller, except as otherwise provided by the terms of the Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted.

☐ "LIMITED REPURCHASE" The Seller guarantees payment of the full amount remaining unpaid under said contract, and covenants if default be made in payment of any instalment thereunder to pay the full amount then unpaid to FMCC, upon demand, except as otherwise provided by the terms of the Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted provided, that if the Buyer satisfactorily pays each of the first _____ instalments, coming due under the within contract, this assignment shall thereafter be without recourse against the Seller, except as otherwise provided by the terms of the Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted.

☐ "FULL GUARANTY" Notwithstanding the terms of the Ford Motor Credit Company Retail Plan, the Seller unconditionally guarantees payment of the full amount remaining unpaid under said contract, and agrees to purchase said contract from FMCC, upon demand, for the full amount then unpaid whether said contract shall then be, or not be, in default.

Phillips, Helen W. RT 2 Box 1-D NW 98. 11/11/66. 2. SGL. 4. SEP. 3. CREDIT RISK RATING GUIDE. CASH SELLING PRICE. 1. (INCLUDING TAXES & EXTRA FEES) 1045.87. 2. DOWN PAYMENT TRADE-IN 850. 3. AMT. OWING 195.87. 4. NET ALLOW (2-3) 100.00. 5. CASH PAID 100.00. 6. TOTAL DOWN 950. 7. UNPAID CASH BALANCE 3157. 8. DED. \$ 296.00. 9. CREDIT LIFE 50.36. 10. OTHER CHARGES 110.30. 11. OFFICIAL FEES. 12. PRINCIPAL BALANCE 3750.11. 13. DISC. % 4.95. 14. TIME BALANCE (12+13) 4645.80. 15. TOTAL TIME PRICE (6+14) 5790.92. SOUTHEAST REGION - PHONE CREDIT RISK RATING GUIDE. TERM 0-24. MONTHLY VEHICLE PAYMENT 11-15. APPLICANT'S MONTHLY INCOME 31-40. EQUITY 11-15. ADVANCE 101-105. CONTRACT CHARACTERISTICS. CUSTOMER CHARACTERISTICS. SUB-TOTALS. TOTALS OF PLUS AND MINUS COLUMNS. 1. REJECTED. 2. APPROVED AS CALLED IN FOR. 3. APPROVED FOR: 3400. BY: 4. R. DATE: 11/27/65. COMMENT: O.K. to Parker, must have new license sign. Change collateral.

SUMMONS

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
NO. _____

_____ TERM, 1970

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Helen W. Phillips of Fairhope, Alabama, 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 the said Helen W. Phillips by Ford Motor Credit Company, a Corporation, Plaintiff.

Witness my hand this 13 day of Nov., 1970.

Alice J. Luck CLERK

FORD MOTOR CREDIT COMPANY,
a Corporation,

Plaintiff

-VS-

HELEN W. PHILLIPS,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9552

COUNT ONE:


Plaintiff claims of the Defendant the sum of, to-wit, Thirteen Hundred Seventy-four and 31/100 (\$1374.13) Dollars damages, for the breach of a written agreement entered into by the Defendant on, to-wit, November 27, 1965, by which he promised to pay to Treadwell Ford, Inc., Mobile, Alabama, the sum of, to-wit, \$129.05 per month, commencing on, to-wit, January 11, 1966, and continuing on the same day of each succeeding month until the sum of, to-wit, \$4645.80 had been paid for the purchase of an automobile; said written instrument provided that in the event of 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 Treadwell Ford, Inc. before default in said written instrument, for which a valuable consideration was paid.

Plaintiff alleges that Defendant defaulted in said written agreement in that he failed to make the payments provided for therein leaving a balance due of, to-wit, \$2968.15; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1538.35 was received for the said 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 said automobile to the balance due under the said written instrument, allowing all just credits, a balance of, to-wit, \$1374.31 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, \$226.00 as a reasonable attorney's fee, avering that \$226.00 is a reasonable attorney's fee as is provided in said written instrument.


ATTORNEY FOR PLAINTIFF

Defendant may be served at:

Route 2, Box 10
Fairhope, Alabama

FILED

NOV 13 1970

ALICE J. DUCK

CLERK
REGISTER

Defendant's Address:

Route 2, Box 10
Fairhope, Alabama

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
by W. Cooke
DEPUTY SHERIFF

Received 13 day of Nov. 19 70
and on 5 day of Dec. 19 70
I served a copy of the within SVC
on Helen W. Phillips
By service on Albee

TAYLOR WILKINS, Sheriff
by W. Cooke D.S.

CASE NO. 9552

FORD MOTOR CREDIT COMPANY,
a Corporation,

Plaintiff

-VS-

HELEN W. PHILLIPS,

Defendant

*Neale Jomasa Penner
620*

GIRARD HVE

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

ATTORNEY FOR PLAINTIFF

KENNETH COOPER

FILED

NOV 13 1970

ALICE J. DUCK

CLERK
REGISTER

FORD MOTOR CREDIT COMPANY
a Corporation,

Plaintiff

-VS-

HELEN W. PHILLIPS

Defendant

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
CIVIL ACTION
CASE NO. 9,552

REQUEST FOR DISCOVERY OF ASSETS

The Plaintiff herein having recovered on the 12th day of March, 1971, a Judgment against the defendant in the above-styled cause for the sum of Two Thousand Six and 33/100 (\$2,006.33) Dollars and costs and such execution having been returned endorsed by the Sheriff of Baldwin County, Alabama, "no property found", the plaintiff now requests in writing that the Clerk of the Court will issue a notice to the said Helen W. Phillips requiring her to file in this Honorable Court within thirty days from the service of such notice, a statement in writing under oath, of all the assets of the said Helen W. Phillips, including money, choses in action, notes, bonds and accounts and all other property, real, personal or mixed, of any interest therein with a detailed description of the same, the location and reasonable value of each item thereof, together with a detailed statement of any and all liens, mortgages, or encumbrances thereon, showing the amounts due upon each, and the owner or holder of each lien, encumbrance or mortgage.

The said Helen W. Phillips resides at Route 2, Box 10, Fairhope, Alabama.

Dated this 15th day of August, 1974.

FILED

AUG 14 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

Kenneth Cooper
ATTORNEY FOR PLAINTIFF

POST OFFICE BOX 1000

Bay Minette, Alabama 36507

VS:

CASE NO. 9552

HELEN W. PHILLIPS

Defendants

WRIT OF DISCOVERY

TO Helen W. Phillips

TAKE NOTICE, THAT, WHEREAS THE PLAINTIF IN THE ABOVE ENTITLED CAUSE HAS REQUESTED IN WRITING, THE UNDERSIGNED, AS CLERK OF SAID COURT TO ISSUE NOTICE TO YOU AS DEFENDANT IN THE ABOVE ENTITLED CAUSE AND IN THE JUDGEMENT THEREIN, REQUIRING YOU TO FILE THE STATEMENT IN WRITING UNDER OATH OF ALL YOUR ASSETS, AS PROVIDED IN THE ACT OF THE LEGISLATURE OF ALABAMA, APPROVED SEPTEMBER 28, 1915, "TO PROVIDE FOR THE DISCOVERY OF ASSETS OF JUDGEMENT DEBTORS, AND TO FACILITATE THE ENFORCEMENT OR COLLECTION OF JUDGEMENTS IN COURTS OF LAW AND EQUITY IN THIS STATE," AND HAS FILED SAID REQUEST, IN WRITING, IN THIS CAUSE ENDORSED "NO PROPERTY FOUND" BY THE SHERIFF OF BALDWIN COUNTY, AND THAT YOU RESIDE IN THE STATE OF ALABAMA.

NOW THEREFORE, YOU, THE SAID Helen W. Phillips ARE HEREBY REQUIRED, WITHIN 30 DAYS FROM THE SERVICE HEREOF, TO FILE IN THIS COURT A STATEMENT, IN WRITING, UNDER OATH, OF ALL YOUR ASSETS, INCLUDING MONEY, CHOSES IN ACTION, NOTES, BONDS AND ACCOUNTS, AND ALL OTHER PROPERTY, REAL, PERSONAL OR MIXED, OR ANY INTERESTS THEREIN, WITH A DETAILED DESCRIPTION OF THE SAME, THE LOCATION AND REASONABLE VALUE OF EACH ITEM THEREOF, TOGETHER WITH A DETAILED LIST OR STATEMENT, OF ANY AND ALL LENDS, MORTGAGES OR ENCUMBRANCES THEREON.

WITNESS MY HAND THIS 14th DAY OF August,
19 74.

Lynnie B. Blackmon
CLERK

TO ANY SHERIFF IN THE STATE OF ALABAMA: GREETINGS.

YOU ARE HEREBY COMMANDED TO SERVE THE FOREGOING NOTICE UPON THE ABOVE NAMED Helen W. Phillips AND MAKE DUE RETURN OF YOUR SAID SERVICE AND OF THIS NOTICE.

Lynnie B. Blackmon
CLERK

FORD MOTOR CREDIT COMPANY A CORPORATION
Plaintiffs

VS:

CASE NO. 9552

HELEN W. PHILLIPS

Defendants

WRIT OF DISCOVERY

TO Helen W. Phillips

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WITNESS MY HAND THIS 14th DAY OF August,

19 74.

Ernest B. Blackmon
CLERK

TO ANY SHERIFF IN THE STATE OF ALABAMA: GREETINGS.

YOU ARE HEREBY COMMANDED TO SERVE THE FOREGOING NOTICE UPON THE ABOVE NAMED Helen W. Phillips AND MAKE DUE RETURN OF YOUR SAID SERVICE AND OF THIS NOTICE.

Ernest B. Blackmon
CLERK

Epps
N/F IN MY AREA

9-12-74

RECEIVED

AUG 16 1974

TAYLOR WILKINS
SHERIFF

Received 16 day of Aug 1974
Served on day of 19
I served a copy of the writ on
in Helen W Phillips
By service on
TAYLOR WILKINS, Sheriff
By D.S.

#9552

FORD MOTOR CREDIT CO. A CORP.

VS:

HELEN W. PHILLIPS
Rt. 2 Box 1-D Hw. 98
Battles Wharf, Ala.

Writ of Discovery

FILED

AUG 14 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

gawye
DPC

Kenneth Cooper,
Attorney for Plaintiff

Sheriff's charge
Total Cents per mile Total \$
TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

[Handwritten signatures and notes on the right margin]