

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 Sylvia H. Pate of Foley, 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 Sylvia H. Pate by Ford Motor Credit Company, a Corporation, Plaintiff.

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

Alice J. Duck CLERK

FORD MOTOR CREDIT COMPANY,
a Corporation,

Plaintiff

-VS-

SYLVIA H. PATE,

Defendant

Y
Y
Y
Y
Y

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9553

COUNT ONE:

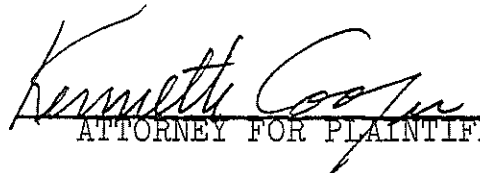
Plaintiff claims of the Defendant the sum of, to-wit, Five Hundred Fifty-one and 96/100 (\$551.96) Dollars damages, for the breach of a written agreement entered into by the Defendant on, to-wit, October 7, 1965, by which he promised to pay to Moyer Ford Sales, Foley, Alabama, the sum of, to-wit, \$76.95 per month, commencing on, to-wit, November 10, 1965, and continuing on the same day of each succeeding month until the sum of, to-wit, \$2,770.20 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 Moyer Ford Sales 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, \$2,516.26; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1,837.67 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, \$551.96 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, \$81.65 as a reasonable attorney's fee, avering that \$81.65 is a reasonable attorney's fee as is provided in said written instrument.


ATTORNEY FOR PLAINTIFF

Defendant may be served at:
Foley, Alabama

FILED

NOV 13 1970

ALICE J. DUCK CLERK
REGISTER

Defendant's Address:

Foley, Alabama

BY Taylor Wilkins Sheriff
DEPUTY SHERIFF
Ten Cents per mile Total \$ 2.00
TAYLOR WILKINS, Sheriff
Sheriff claims 12 miles at

CASE NO. 9553

FORD MOTOR CREDIT COMPANY,
a Corporation,

Plaintiff

-VS-

SYLVIA H. PATE,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

ATTORNEY FOR PLAINTIFF

KENNETH COOPER

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ALICE J. DUCK

CLERK
REGISTER

Received 13 day of Nov 1970
and on 21 day of Nov 1971
I served a copy of the within 84C
on Sylvia H. Pate
By service on _____
TAYLOR WILKINS, Sheriff
D.S.

FORD MOTOR CREDIT COMPANY,
a corporation,

Plaintiff,

vs.

SYLVIA M. PATE,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW CASE NO. 9553

DEMURRER

Comes the Defendant in the above-styled cause and demurs to the Complaint filed in said cause and assigns the following separate and several grounds, viz:

1. That said Complaint does not state a cause of action.
2. That the correct name of the Defendant is Sylvia M. Davison.
3. That the Complaint refers to her throughout as "he" and she is not a man.
4. That said Complaint fails to set out all of the terms of the written agreement referred to.
5. That said Complaint fails to allege when the written agreement was assigned to the Plaintiff.

Chason, Stone & Chason
Chason, Stone & Chason
Attorneys for Defendant

Defendant demands a trial
by jury.

Chason, Stone & Chason
Chason, Stone & Chason
Attorneys for Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 8 day of Dec 1970.

John Chason

FILED

DEC 8 1970

ALICE J. DUCK

CLERK
REGISTER

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DEMURRER

FORD MOTOR CREDIT COMPANY,
a corporation,

Plaintiff,

vs.

SYLVIA M. PATE,

Defendant.

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW CASE NO.9553

* * * * *

FILED

DEC 8 1970

ALICE J. DUCK CLERK
REGISTER