

FORD MOTOR CREDIT COMPANY,  
a corporation,

Plaintiff,

vs.

CLAYTON FLOWERS,

Defendant.

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

9728

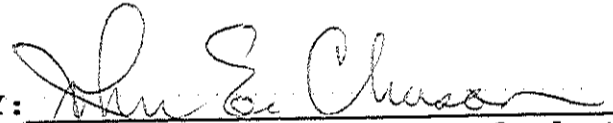
PLEA

Comes now the Defendant in the above styled cause by  
and through his Attorneys of Record and for plea to the Complaint  
heretofore filed against him in said cause says separately and  
severally as follows:

1. The allegations of the Complaint are untrue.

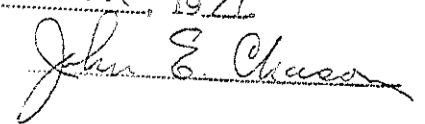
CHASON, STONE & CHASON

BY:

  
Attorneys for the 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 29 day  
of March, 1971.



**FILED**

MAR 29 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

9738

MAR 9 1971

\*EUNICE B. BLACKMON\*  
CIRCUIT CLERK \* \* \* \*

JURY

42-635

1 as such Clerk of said Court at Mobile, Mobile

John E. Nardone, Clerk

FORD MOTOR CREDIT COMPANY,  
a corporation,  
  
Plaintiff,

vs.

CLAYTON FLOWERS,  
  
Defendant .


\* IN THE CIRCUIT COURT  
\*  
\* OF MOBILE COUNTY,  
\*  
\* ALABAMA  
\*  
\* AT LAW  
\*  
\*  
\* CASE NO. 34642

Plaintiff claims of the Defendant the sum of ONE THOUSAND NINETY-SEVEN and 34/100 (\$1,097.34) DOLLARS, damages for the breach of a written agreement entered into by the Defendant on, to-wit: May 17, 1969, by which he promised to pay to Bolton Ford of Mobile, Inc., a corporation, the sum of, to-wit: \$91.57 a month commencing on, to-wit: July 1, 1969 and continuing on the same day of each month thereafter until the sum of, to-wit: \$3,761.40 had been paid for the purchase of an automobile; said written agreement provided that in case of default in said payments, the entire unpaid balance would then become due, and Plaintiff could take immediate possession of said automobile and sell same at a public or private sale, with notice to Defendant, and apply the proceeds of said sale, first to all expenses for retaking, repairing and selling said automobile, including a reasonable attorney's fee, and the remainder thereof to the balance due under said written agreement; and, in the event of a deficiency, the Defendant agreed to pay the amount of the deficiency, with interest thereon.

Plaintiff avers that said written agreement, together with all rights thereunder, was assigned to it in writing by the said Bolton Ford of Mobile, Inc. before default in said written agreement, for a valuable consideration.

Plaintiff alleges that Defendant defaulted in said written instrument in that he failed to make the payment provided for therein, leaving a balance of principal due of, to-wit: \$ 2,106.11; that the said automobile was seized and sold, after notice of said sale was given to the Defendant as provided under the Uniform Commercial Code, and that the sum of, to-wit: \$ 800.00 was received for said automobile, which sum Plaintiff claims was the reasonable market value of said automobile at the time of seizure and at the time of sale, and that after applying the amount received from the sale of said automobile to the said balance due, and allowing all just credits, a balance of, to-wit: \$1,097.34 remains due and unpaid from, to-wit: September 14, 1970.

Plaintiff claims the additional sum of, to-wit: THREE HUNDRED SIXTY-FIVE and 78/100 (\$365.78) DOLLARS as a reasonable attorney's fee, as provided for in said written agreement.

  
DOMINICK J. MATRANCA  
Attorney for the Plaintiff

Defendant may be served:  
C/O Alabama Dry Docks and Shipbuilding Company, Pinto Island,  
Mobile, Alabama - Badge #951

STATE OF ALABAMA  
I CERTIFY THIS PLEADING  
WAS FILED ON  
FEB 15 10 25 AM  
CLERK

**THE STATE OF ALABAMA**  
MOBILE COUNTY

**CIRCUIT COURT**

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon

CLAYTON FLOWERS

to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama,  
at the place of holding the same, then and there to answer the complaint of  
FORD MOTOR CREDIT COMPANY, A Corporation

WITNESS: John E. Mandeville, Clerk of said Court, this 16th day of February, 1971

Attest: John E. Mandeville  
Clerk

**SHERIFF'S RETURN**

Received 18 day of Feb, 1971 and on 24 day  
of Feb, 1971, I served a copy of  
the within on Bob. on

by service on

Clayton Flowers

RAY D. BRIDGES, SHERIFF

By [Signature] D.S.

No. 34642

JUDGE \_\_\_\_\_ DOCKET

CIVIL DIVISION

**CIRCUIT COURT**  
MOBILE COUNTY

Ford Motor Credit Company, etc.

4286041

2/24

VS. } Complaint and Summons

Clayton Flowers

Issued 16th day of February, 19 71  
Flowers

Defendant's Address

c/o Alabama Dry Docks and  
Shipbuilding Company, Pinto  
Island, Mobile, Alabama  
BADGE #951

DOMINICK J. MATRANGA

Plaintiff's Attorney

BY  
FEB 11 3 41 PM '71  
MOBILE COUNTY, ALA.

FORD MOTOR CREDIT COMPANY,  
a corporation,

Plaintiff,

vs.

CLAYTON FLOWERS,

Defendant.

X

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X

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IN THE CIRCUIT COURT OF

MOBILE COUNTY, ALABAMA

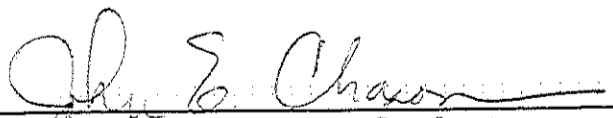
AT LAW CASE NO. 34642

PLEA IN ABATEMENT

Comes now the Defendant in the above styled cause by and through his Attorney of Record, and pleads specially and only for the purpose of filing this Plea in Abatement and in support thereof, would respectfully show unto the Court as follows:

1. That the action heretofore filed against him is founded on a contract and that at the time of the making of the contract and at the time of the filing and service of the Complaint, and at all times from the making of the contract until the date hereof, the Defendant has been a bona fide resident of Baldwin County, Alabama, having therein a permanent residence and that during none of said times has the Defendant been a resident of Mobile County, Alabama.

CHASON, STONE & CHASON

  
Attorneys for the Defendant

The Defendant respectfully requests a trial of this cause by jury when transferred.

CHASON, STONE & CHASON

By: 

STATE OF ALABAMA  
MOBILE COUNTY  
CLERK

  
CLERK

FRIDAY, MARCH 5, 1971

FORD MOTOR CREDIT COMPANY,  
a Corporation

McRAE -vs- 34642

CLAYTON FLOWERS

PLEA IN ABATEMENT SUSTAINED,  
AND CASE TRANSFERRED TO BALDWIN  
COUNTY, ALABAMA, FOR FURTHER  
PROCEEDINGS

This day in open Court came the parties by their attorneys, and defendant's Plea in Abatement filed February 26, 1971, to the complaint in this cause, coming on to be heard and being argued by counsel and understood by the Court;

It is ordered and adjudged by the Court that defendant's said Plea in Abatement filed February 26, 1971. to the complaint in this cause be, and the same is hereby sustained, and case ordered transferred to the Circuit Court of Baldwin County, Alabama, for further proceedings.

Minute Book 42

Page 635

STATE OF ALABAMA, }  
COUNTY OF MOBILE }

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, do hereby  
certify that the foregoing is a full, true and correct copy of ORDER OF COURT

as rendered by the said Circuit Court on the 5th day of March, 1971, in the cause  
entitled No. 34642 - FORD MOTOR CREDIT COMPANY, a Corporation

\_\_\_\_\_, Plaintiff,  
— versus — CLAYTON FLOWERS

Defendant, (~~For return with the execution thereon~~), as the same remains of record in this office in  
Minute Book No. 42, Page No. 635.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office  
in the City of Mobile, Alabama, on this the 8th day of March, 1971.

ATTEST:

  
Clerk, Circuit Court, Mobile County, Alabama.

**CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY**

FORD MOTOR CREDIT COMPANY, a corporation

CLAYTON FLOWERS

Defendant

## BILL OF COST

(Act No. 571, Reg. Ses. Leg. 1955)  
(Amend Sec. 34 and 100, Title 11, Code Ala. 1940)

**\$26.80**

JOHN E. MANDEVILLE, Clerk