

FORD MOTOR CREDIT COMPANY,
a corporation,

Plaintiff,

-vs-

HERMAN L. CLARK,

Defendant.

)
) IN THE CIRCUIT COURT OF

)
) BALDWIN COUNTY, ALABAMA

)
) AT LAW

)
) CASE NO. 9781

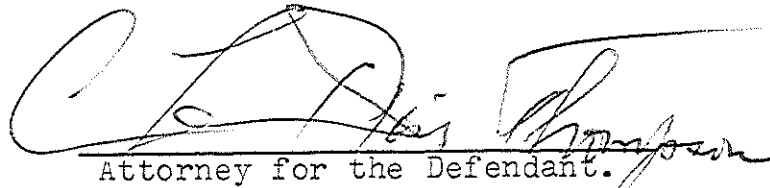
A N S W E R :

Comes the Defendant in the above styled cause and for answer to said complaint filed in said cause shows as follows:

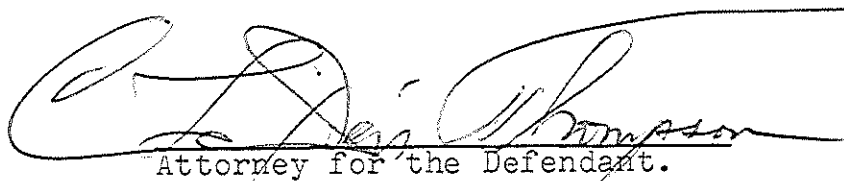
(1) He denies the allegations of said complaint.

(2) The Defendant for answer to said complaint saith that he has paid the debt for the recovery of which this suit was brought, before the action was commenced.

(3) Defendant in answer to the complaints saith that the said contract upon which the action was founded is usurious and void for the interest thereon.


Attorney for the Defendant.

Defendant requests trial by jury.


Attorney for the Defendant.

FILED

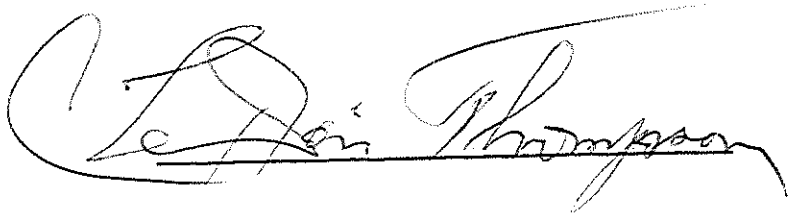
APR 28 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

C E R T I F I C A T E

I, C. LeNoir Thompson, Attorney for Herman L. Clark, Defendant in the foregoing Answer, do hereby certify that I have this day mailed a copy of the said Answer to the Honorable Dominick J. Matranga, Attorney for the Plaintiff in said cause, by depositing a copy of same in the United States Mail, postage prepaid and properly addressed.

Done this 27th day of April, 1971.

A handwritten signature in cursive script, reading "C. LeNoir Thompson", written in dark ink.

FILED

APR 28 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

VOL

68 PAGE 432

* IN THE CIRCUIT COURT OF
*
* BALDWIN COUNTY, ALABAMA
*
* AT LAW

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✱


CASE NO. 9781

for the breach of a written agreement entered into by the Defendant on, to-wit: April 15, 1969, by which he promised to pay to Still Motor Company, a corporation, the sum of, to-wit: \$ 85.96 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: \$3,344.56 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 Still Motor Company, 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: \$ 2,492.00 ; 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: \$ 1,600.00 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: \$ 845.00 remains due and unpaid from, to-wit: March 9, 1970

Plaintiff claims the additional sum of, to-wit: \$281.00
as a reasonable attorney's
fee, as provided for in said written agreement.


DOMINICK J. MATRANGA
Attorney for the Plaintiff
MATRANGA, HESS & SULLIVAN
Attorneys at Law
919 Dauphin Street
Mobile, Alabama 36604

FILED

APR 2 1971

411 So. Hoyle Avenue
Bay Minette, Alabama
Telephone: 937-8875

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9781

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon HERMAN L. CLARK

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

HERMAN L. CLARK, Defendant

by Ford Motor Credit Company, a corporation

Plaintiff

Witness my hand this 2nd day of April 1971

Ernie B. Blackmon Clerk

No. 9781.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

FORD MOTOR CREDIT COMPANY,

A Corporation

Plaintiffs

vs.

HERMAN L. CLARK

Defendants

SUMMONS AND COMPLAINT

Filed April 2, 1971...

EuNice B. Blackmon..... Clerk

Matranga, Hess & Sullivan

919 Dauphin St. Plaintiff's Attorney
Mobile, Ala.

Defendant's Attorney

Defendant lives at

Received In Office

411
April 2 1971...

Taylor Wilkins, Sheriff

I have executed this summons

this April 5 1971/

by leaving a copy with

T

Herman L. Clark

Sheriff claims miles at

Ten Cents per mile Total \$

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins, Sheriff

W.D. Zolner, Deputy Sheriff