

RONALD L. VOILES and SHIRLEY X IN THE CIRCUIT COURT OF
A. VOILES,

Plaintiffs, X BALDWIN COUNTY, ALABAMA

Vs. X AT LAW

BIG 3 MOTORS, INC., A X
Corporation, et al,

Defendants. X NUMBER: 9810

Come now Plaintiffs in the above styled cause and desiring the testimony of the Defendant, Big 3 Motors, Inc., a Corporation, propound the following interrogatories, to be answered by the Defendant, under oath:

1. State the name of the person answering these interrogatories.
2. What is your connection with Defendant, Big 3 Motors, Inc., a Corporation?
3. What is your connection with Cadillac Discount Corporation, a Corporation?
4. What is your address?
5. Have you had an account with the Plaintiffs?
6. If the answer to the above question is yes, attach a copy of:
 - a. The original security document.
 - b. Attach a copy of the UCC-1 recorded regarding the transaction, if any therebe.
 - c. A copy of the ledger sheet or other accounts of your Corporation affecting this account showing all payments made on the account, the dates of payment and the status of the account on October 20, 1970 and for sixty days prior thereto.
7. Did you notify Plaintiffs of any delinquencies that might be in existence in this transaction?
8. If the answer to the above question is yes, state the date or dates of such notification, the person making the communication and the text of the communication including Plaintiffs' reply.
9. Did you pick up or repossess the personal property

known as one 1965 International pickup truck, Serial Number SB476931A?

10. State the date of such action, if any.

11. State the name of the person or persons making such repossession.

12. State the disposition of the personal property above described.

13. State its present location, if you know.

14. State the name of the persons having its possession.

15. If the property has been sold, state the name and address of the person to whom it was sold, together with the price, a copy of the instrument transferring title, if any therebe and any title retention documents or evidence of debt in such transaction.

16. State the disposition of the property that was in the automobile at the time you picked it up.

17. State the name of the person or persons who handled the disposition of or storage of such personal property.

18. State the number of credit transactions for sales of motor vehicles by your company for the twenty-four month period immediately preceding October 20, 1970.


19. State the names and addresses of the persons involved in such transactions.

20. State the number of such transactions which resulted in repossession of the motor vehicle sold.

21. In each transaction in which there was a repossession, give the following:

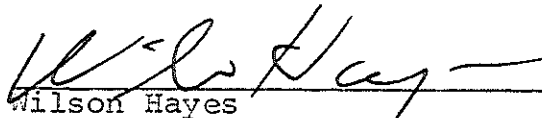
- a. Copy of the instrument of sale.
- b. Copy of the security instrument.
- c. Copy of the UCC-1 instrument, if any therebe.
- d. Copy of the ledger sheet or other record showing the number and amount of payments.
- e. The date of repossession.

f. The name and address of the persons, firm or corporation making such repossessions.

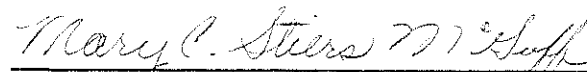

Wilson Hayes
Attorney for Plaintiffs

STATE OF ALABAMA
BALDWIN COUNTY

Before me, Mary C. Stiers McGuff, a Notary Public in and for said County in said State, personally appeared Wilson Hayes, who being known to me, stated under oath that he is the Attorney for Plaintiffs in this cause; that the answers to the foregoing interrogatories when well and truly made will be material evidence for the said Plaintiffs on the trial of the said cause.


Wilson Hayes

Sworn to and subscribed to before me this the 27 day of April, 1972.


Mary C. Stiers McGuff, Notary Public
Baldwin County, Alabama

Service of a copy of the foregoing interrogatories is hereby acknowledged, this ____ day of _____, 1972.

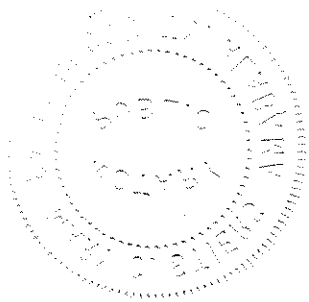
Attorney of Record for Defendants

FILED

APR 28 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

9810



Ronald L. Voiles &
Shirley A. Voiles
Pty

vs. O-S-X John Doe
Big 3 Motors Inc.

a corp. West

Interrogatories

serve: Big 3 Motors Inc.

Mobile
3001 Government Blvd

MAY 3 1972

JATLO... SHERIFF

W. Hayes, Atty-

REC'D. SHERIFF DEPT.
MOBILE COUNTY, ALA.
MAY 4 2 32 PM '72

Received 4 Day of May 1972
and on 5 Day of May 1972
I served a Copy of the within on May 3, 1972
by service on John Doe, Inc.
RAY D. BRIDGES, Sheriff
By *[Signature]* D. S.

RONALD L. VOILES and SHIRLEY X IN THE CIRCUIT COURT OF
A. VOILES,

Plaintiffs, X BALDWIN COUNTY, ALABAMA

Vs. X AT LAW

BIG 3 MOTORS, INC., A X
Corporation, et al,

Defendants. X NUMBER: 9810

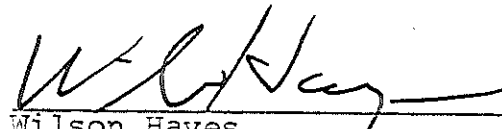
Come now Plaintiffs in the above styled cause and desiring the testimony of the Defendant, Cadillac Discount Corporation, a Corporation, propound the following interrogatories, to be answered by the Defendant, under oath:

1. State the name of the person answering these interrogatories.
2. What is your connection with Defendant, Big 3 Motors, Inc., a Corporation?
3. What is your connection with Cadillac Discount Corporation, a Corporation?
4. What is your address?
5. Have you had an account with the Plaintiffs?
6. If the answer to the above question is yes, attach a copy of:
 - a. The original security document.
 - b. Attach a copy of the UCC-1 recorded regarding the transaction, if any therebe.
 - c. A copy of the ledger sheet or other accounts of your Corporation affecting this account showing all payments made on the account, the dates of payment and the status of the account on October 20, 1970 and for sixty days prior thereto.
7. Did you notify Plaintiffs of any delinquencies that might be in existence in this transaction?
8. If the answer to the above question is yes, state the date or dates of such notification, the person making the communication and the text of the communication including Plaintiffs' reply.
9. Did you pick up or repossess the personal property

known as one 1965 International pickup truck, Serial Number SB476931A?

10. State the date of such action, if any.
11. State the name of the person or persons making such repossession.
12. State the disposition of the personal property above described.
13. State its present location, if you know.
14. State the name of the persons having its possession.
15. If the property has been sold, state the name and address of the person to whom it was sold, together with the price, a copy of the instrument transferring title, if any therebe and any title retention documents or evidence of debt in such transaction.
16. State the disposition of the property that was in the automobile at the time you picked it up.
17. State the name of the person or persons who handled the disposition of or storage of such personal property.
18. State the number of credit transactions for sales of motor vehicles by your company for the twenty-four month period immediately preceding October 20, 1970.
19. State the names and addresses of the persons involved in such transactions.
20. State the number of such transactions which resulted in repossession of the motor vehicle sold.
21. In each transaction in which there was a repossession, give the following:
 - a. Copy of the instrument of sale.
 - b. Copy of the security instrument.
 - c. Copy of the UCC-1 instrument, if any therebe.
 - d. Copy of the ledger sheet or other record showing the number and amount of payments.

- e. The date of repossession.
- f. The name and address of the persons, firm or corporation making such repossessions.



Wilson Hayes
Attorney for Plaintiffs

STATE OF ALABAMA
BALDWIN COUNTY

Before me, Mary C. Stiers McGuff, a Notary Public in and for said County in said State, personally appeared Wilson Hayes, who being known to me, stated under oath that he is the Attorney for Plaintiffs in this cause; that the answers to the foregoing interrogatories when well and truly made will be material evidence for the said Plaintiffs on the trial of the said cause.


Wilson Hayes

Sworn to and subscribed to before me this the 27 day of April, 1972.


Mary C. Stiers McGuff, Notary Public
Baldwin County, Alabama

Service of a copy of the foregoing interrogatories is hereby acknowledged, this ____ day of _____, 1972.

Attorney of Record for Defendants

FILED

APR 28 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

9810
9272

Ronald L. Voiles &
Shirley A. Voiles

vs.

Big 3 Motors, Inc.
DS-X Motor Sales
A. Corp.
Credit Mfg

Interrogatories

re: Cadillac Discount
Corp.

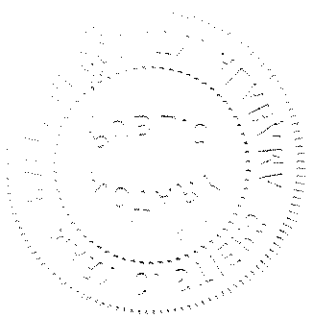
Mobile,

3001 South Blvd

MAY 3 1972

JAY L. JENNINGS
SHERIFF

W. Hayes, Atty



REC'D. SHERIFF DEPT.
MOBILE COUNTY, ALA.
MAY 4 2 02 PM '72

Received 4 Day of May 19 72
and on May 3 19 72
I served a Copy of the within Big 3 Motors, Inc.
on Big 3 Motors, Inc.
by service on Big 3 Motors, Inc.
RAY D. BRIDGES, Sheriff
BY W. Hayes

9810

WILSON HAYES
LAWYER
P. O. BOX 300
BAY MINETTE, ALABAMA
36507

TELEPHONE 937-5506

April 27, 1972


Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Dear Eunice:

Please hold the enclosed interrogatories
for Norborne Stone to accept.

With kind regards, I am

Yours very truly,


Wilson Hayes

mm
Enc.

cc: Mr. Norborne Stone

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

April 28, 1971

Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

9810

Dear Eunice:

Please file the enclosed suit for Ronald L.
Voiles and Shirley A. Voiles against Big 3 Motors, et al.
and have it served on Defendants.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Enc.

CHASON, STONE & CHASON

ATTORNEYS AT LAW

P. O. BOX 120

BAY MINETTE, ALABAMA 36507

JOHN CHASON
NORBORNE C. STONE, JR.
JOHN EARLE CHASON
EBERHARD E. BALL

June 2, 1971

TELEPHONE 937-2191

Mrs. Eunice Blackmon
Clerk, Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Re: Voiles, et al, vs. Big 3
Motors, et al,
Case No. 9810

Dear Mrs. Blackmon:

Please file the enclosed Demurrer in the above case.

Thanking you for your attention to this request, we are

Yours very truly,

CHASON, STONE & CHASON

By: Eberhard E. Ball
JP

EEB:jp

RONALD L. VOILES and	X	
SHIRLEY A. VOILES,		
	X	IN THE CIRCUIT COURT OF
Plaintiffs,		
	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
BIG 3 MOTORS, INC.,		
A Corporation, et al.,	X	AT LAW NO: 9810
Defendants.	X	

ANSWERS TO INTERROGATORIES

Comes the Defendant, Big 3 Motors, Inc., a corporation,
and for answer to the Interrogatories heretofore propounded to
it in the above styled cause, says as follows:

1. Johnny Roan.
2. Credit Manager.
3. Credit Manager.
4. 1164 Skywood Drive, Apartment 408,
Mobile, Alabama, 36609.
5. Yes, assigned on May 5, 1970 to Cadillac Discount
Corporation.
6. See Exhibit "1".
7. No.
8. N/A.
9. No, Cadillac Discount Corporation repossessed
the property.
10. October 21, 1970.
11. David Sprinkle and Johnny Roan.
12. Sold to Big 3 Motors, Inc. for \$100.00.
13. On the lot of Big 3 Motors, Inc., Mobile, Alabama.
14. Big 3 Motors, Inc.
15. Big 3 Motors, Inc. still has the vehicle.
16. The property in the vehicle at the time of the
repossession has been returned to the Plaintiffs.
17. Johnny Roan.

- 18. Immaterial.
- 19. Immaterial.
- 20. Immaterial.
- 21. Immaterial.

BIG 3 MOTORS, INC.,
A Corporation,

By: _____

Johnny Roan
Johnny Roan

STATE OF ALABAMA

MOBILE COUNTY

Before me, the undersigned authority, personally appeared Johnny Roan, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is Johnny Roan; that he is Credit Manager of Big 3 Motors, Inc., a corporation, and as such is duly authorized to execute the above Answers to Interrogatories. That such Answers are true and correct to the best of his knowledge, information and belief.

Johnny Roan
Johnny Roan

Sworn to and subscribed before me

this 3 day of July, 1972.

Ralph H. Hubbs
Notary Public, Mobile County, Alabama

FILED

JUL 7 1972

EUNICE B. BLACKMON CIRCUIT CLERK

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 by First Class United States Mail, to be addressed and postage prepaid to the 7th day of July, 1972.

Charles K. Kistner

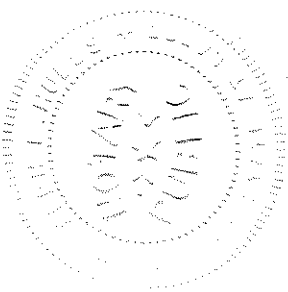


EXHIBIT "I"

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es): Ronald L. Shirley Voiles R-1, Box 125A Daphne, Ala	2 Secured Party(ies) and address(es): Big Three Motors, Inc. 3001 Government Blvd. Mobile, Alabama	For Filing Officer (Date, Time, Number, and Filing Office): STAG BAL 10961 WAS FILED TAX EXEMPTED MAR 23 708A
4 This financing statement covers the following types (or items) of property: 1965 International green pick-up Serial# SB486931A Tag# 8P280916		5 Assignment of Secured Party and 3001 Government Blvd. Mobile, Alabama
6 Complete only when filing with Judge of Probate: The initial indebtedness secured by this financing statement is: \$480.00 Mortgage tax due (15c per \$100.00 or fraction thereof): \$0.72		20433
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check X if so): <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		
Check X if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
Filed with:		
TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.		
Date: 19		By: (Signature of Secured Party or Assignee of Record. Not Valid Until Signed.)
(3) Filing Officer Copy—Acknowledgment— Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.		

Made this 15 day of May, 1970 Between

Buyer Ronald L. Voiles R+1, Box 125A Caphne, Ala
(Name) (No. and Street) (City) (State)

Seller Big Three Motors, Inc. 3001 Government Blvd. Mobile, Alabama
(Name) (No. and Street) (City) (State)

WITNESSETH that

Buyer (meaning all of undersigned jointly and severally) hereby purchases from Seller on the terms and conditions set forth below, and Buyer acknowledges delivery, examination and acceptance in its present condition, of the following Motor Vehicle:

Make	Body Type	Model	Mfr. Serial No.	Motor No.	Year Model	License Number
<u>International</u>	<u>Green pickup</u>		<u>SB476931A</u>		<u>1965</u>	<u>7D280916</u>

For the Total Time Price of \$694.88

Amount payable in cash, or trade-in on or before delivery: \$214.88

Leaving a Total Time Balance of \$480.00 which Buyer agrees to pay to the order of Seller at the office of

Big Three Motors, Inc., in Mobile, Alabama, in 12 successive

monthly payments, each in the amount of \$40.00

all payable on the 20 of each month bearing interest after maturity at the highest legal rate,

And a final payment of \$

The first payment becomes due June 20, 1970

The said motor vehicle will be kept at R+1, Box 125A Caphne, Ala
(No. and Street) (City) (State)

1. Title to said motor vehicle is retained by the holder hereof, which means Seller, or if this contract is assigned, to assignee of Seller, until the balance and all other sums due hereunder have been paid in full. Risk of loss or damage to motor vehicle shall be Buyer's. Holder may secure fire, theft and such other insurance in such form and amount as holder may require, and Buyer hereby assigns to holder any money which may become payable under such insurance, including return or unearned premiums, but not in excess of the sums due hereunder, and Buyer directs any insurance company to make payment directly to holder to be applied on the sums due hereunder, and Buyer hereby appoints holder as his attorney-in-fact to endorse any draft payable under such insurance. It is understood that in the event holder elects to secure the above referred to insurance Buyer will pay all premiums thereon. Nothing herein shall be construed, however, as a representation by holder that insurance has been or will be provided on said motor vehicle.

2. The Buyer agrees as follows: To pay all taxes and assessments upon the motor vehicle as they become due; to keep the motor vehicle free from all liens and encumbrances and not to sell or dispose of the motor vehicle; to keep the motor vehicle in good running condition; to allow all repairs, tires, accessories, equipment and other parts or services to become component parts of the motor vehicle and of the herein contract; not to use the motor vehicle or allow it to be used for hire, or as a public conveyance, or for hauling or in contract work, without the written consent of the holder, and in no event to use it for transporting or storing alcoholic liquor, or for any unlawful purpose, and, in the event confiscation proceedings should be instituted by either state or federal authorities, Buyer agrees to pay all cost of such proceedings, including a reasonable attorney's fee for the defense of such proceedings; not to remove the motor vehicle from the state without the written consent of holder; that if motor vehicle is repossessed, to allow holder to retain any articles in motor vehicle at time of repossession without any liability to any person and to indemnify holder against any such liability and to send to holder notice by registered or certified mail within 24 hours after repossession of any articles belonging to Buyer which were in motor vehicle at time of repossession or forfeit any subsequent claim therefor.

3. Time is of the essence of this contract and if Buyer fails to comply with any condition of the contract, or makes an assignment for the benefit of creditors, or if a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Buyer or his property, or if the holder considers his position insecure, this contract shall be in default and the full amount, at the option of the holder and without notice or demand, shall become immediately due and payable, together with a reasonable sum as an attorney's fee if an attorney is employed. Upon such default all right and claim of Buyer hereunder to said motor vehicle shall terminate, and Buyer shall deliver motor vehicle to holder and holder is authorized to enter any place wherein motor vehicle may be found, and without notice or demand, take immediate physical possession of the same and custody of anything found therein, without any liability to any person, and Buyer agrees to indemnify holder against any such liability. After default holder may retain all payments made by Buyer as compensation for use of the motor vehicle, or holder may proceed to sell said motor vehicle, at public or private sale, with or without notice, and holder may be the purchaser at any such sale, and from the proceeds of such sale holder shall deduct all expenses for retaking, repairing, preserving and selling said property, including a reasonable attorney's fee, the balance of the sale price to be applied upon the amount due holder on the herein contract and to the payment of any and all other notes, applications or indebtedness that may be then owed by the Buyer to holder, and any overage then remaining shall be paid to the Buyer, or in the case of a deficiency Buyer shall pay the same with interest. In the event of non-payment of the herein contract, holder may by suit or otherwise enforce payment of the sums due hereunder, and no action with respect thereto shall be deemed to waive holder's right to possession of the motor vehicle or to any right hereunder, holder's rights hereunder being cumulative and not alternative.

4. The Buyer waives all rights of exemption under the constitution and laws of Alabama or any other state and Buyer agrees to pay all cost of collecting this obligation, including a reasonable attorney's fee; and if an action in detinue or other proceeding to recover the property is instituted by holder the Buyer agrees to pay the cost of such proceeding including an attorney's reasonable fee.

5. Waiver of any default shall not be construed to restrict the right of the holder in respect to subsequent default. No agreement, promise, representation or warranty shall be binding unless the same be in writing and contained herein or made a part hereof. This contract shall apply to and bind the heirs, representative, successors and assigns of Buyer and shall inure to the benefit of holder's heirs, representative, successors and assigns.

SELLER Big 3 Motors, Inc. BUYER Ronald L. Voiles (SEAL)

BY Johnny Roan BUYER Shirley A. Voiles (SEAL)

WITNESS _____ WITNESS _____

\$480.00 Mobile, Ala 5-15-70
(City and State) (Date)

For value received the undersigned promise to pay to the order of Big 3 Motors, Inc.

Four hundred eighty & 00/100 Dollars

payable in 12 payments of \$ 40.00 each, and a final payment of \$ _____, the first payment due on

June 20, 1970 and remaining payments due on 20th of each month until the entire indebtedness evidenced hereby shall have

been paid in full.

If payments are not made within 10 days after due date, undersigned agree to pay late charges of 10 on the dollar, in addition to the payment shown above. Undersigned further agree to pay in addition to the above all collection cost incurred by failure to make any regular payment promptly, together with a reasonable attorney's fee. If an attorney is employed. Undersigned hereby waive exemption under the constitution and laws of the state of Alabama or any other state. Upon non-payment of any payment at maturity all remaining payments shall at the option of the holder become immediately due and payable. The makers, endorser and guarantors hereby waive notice of non-payment, protest, presentment and demand, and consent that without notice to and without releasing liability of endorser holder may elect any remedy and compound or release any right against maker. Any indulgence granted maker shall not constitute waiver of any of the rights of the holder.

Ronald L. Voiles
Shirley A. Voiles

DEALER'S ASSIGNMENT

The contract on the reverse side hereof having been accepted by Seller, undersigned hereby sells and assigns all its right, title and interest in the motor

vehicle described therein to Cadillac Discount Corporation hereinafter called assignee, with, without recourse as to Buyer's obligation of payment except as may otherwise be provided in any underlying written agreement. With full power to assignee to take such legal action or other proceedings as Seller might take. Undersigned warrants that the contract is genuine and that it conveys good title, that all statements of fact therein are true, that the cash payment and any trade-in were received, that undersigned has clear title to said motor vehicle, free of all liens and encumbrances and that Buyer is not a minor and that he has capacity to contract. Undersigned waives all demand and notice of default and consents that without notice assignee may extend time to or compound or release, by operation of law or otherwise, any right against Buyer or any other debtor.

Dated May 15, 1970

Big Three Motors, Inc.
Dealer

Johnny Boan

93028
4/26/70

CADILLAC DISCOUNT CORP. • MOBILE, ALABAMA

A/C # P 10961

F.N. Ronald Lee Voiles A. 28 W. ☒ C. ☐ M. ☒ S. ☐
 AD. Rt. 1, Box 125 A (Box 291A) YR. 21 MO. PH.
 CY. Daphne, Ala. (Directions go across street from Railroad Turn)
 CH. AD. Tailor ☒ Spanish Fort
 P. EM. Continental Motors, Corp AD.
 OC. machine operator OPT. PH. SA. 5726 DP.
 WFE. Shirley EM. Parkway Cafe PH. SA. 5726 DP.
 Y. 65 C. Intern. BODY green MODEL MTR. # SB/86931A
 P.F. tional pickup L. 8P280916 YR. ST.
 COM. D.O.C. 5-15-70 D.C.P.
 INS. Sales tax 74.88 5.12 x 10.00 P.S.
 C.C. 85.00 E. Monthly D.D.
 C.P. 595.00 F.P. June 20, 1970
 T.P.P. 694.88 S.P.
 D.P.C. 217.88 D.P. CO. ☐
 Y. M. P. 21 W.R. ☒ REP. ☐ W.O.R. ☐
 B.
 D.B.P.A. 480.00 RES. 3 P.A.
 C. 7 AMT. PAID DEAL. 395.00 L.D.

DATE DUE	AMT. DUE	DATE PAID	AMT. PAID	BALANCE	LATE CHGS
June 20	40.00			480.00	
July 20	40.00	JUN 24	40.00	440.00 *	
		JUL 30	40.00	400.00 *	
		SEP 15	36.00	364.00 *	4.00
				267.00	

Lost

car sold for 700.00
267.00

OCT 22
PAYMENT DUE
\$100 (2 PAYMENTS)
220 SERVICE CHARGE
PAYOFF - \$340

Notice of Sale sent Oct. 29, 1970
Sale set Nov. 13, 1970

Alabama Dry Dock & Ship Building Co.
Hodge # 1763

wrecked

INS.

RONALD L. VOILES and	X	
SHIRLEY A. VOILES,		
	X	IN THE CIRCUIT COURT OF
Plaintiffs,		
	X	
vs.		
	X	BALDWIN COUNTY, ALABAMA
BIG 3 MOTORS, INC.,	X	
A Corporation, et al.,		
	X	AT LAW NO: 9810
Defendants.		
	X	

ANSWERS TO INTERROGATORIES

Comes the Defendant, Cadillac Discount Corporation, a corporation, and for answer to the Interrogatories heretofore propounded to it in the above styled cause, says as follows:

1. Johnny Roan.
2. Credit Manager.
3. Credit Manager.
4. 1164 Skywood Drive, Apartment 408,
Mobile, Alabama, 36609.
5. Yes.
6. See Exhibit "1".
7. Yes.
8. Our records indicate a delinquent notice was sent on October 1, 1970. Johnny Roan sent the letter and asked for prompt payment. No reply was received from the plaintiffs. On October 11, 1970, Johnny Roan sent another letter in which he demanded payment or the vehicle. No reply was received from the plaintiffs.
9. Yes.
10. October 21, 1970.
11. David Sprinkle and Johnny Roan.
12. Sold to Big 3 Motors, Inc. for \$100.00.
13. On lot of Big 3 Motors, Inc., Mobile, Alabama.
14. Big 3 Motors, Inc.
15. To Big 3 Motors, Inc. and has not been sold by them to any customer.

16. The property in the vehicle at the time it was repossessed has been returned to the Plaintiffs.
17. Johnny Roan.
18. Immaterial.
19. Immaterial.
20. Immaterial.
21. Immaterial.

CADILLAC DISCOUNT CORPORATION,
A Corporation,

BY: Johnny Roan

STATE OF ALABAMA

MOBILE COUNTY

Before me, the undersigned authority, personally appeared Johnny Roan, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That his name is Johnny Roan; that he is Credit Manager of Cadillac Discount Corporation, a corporation, and as such is duly authorized to execute the above Answers to Interrogatories. That such Answers are true and correct to the best of his knowledge, information and belief.

Johnny Roan
Johnny Roan

Sworn to and subscribed before me
this 6 day of July, 1972.

FILED

JUL 7 1972

EUNICE B. BLACKMON CIRCUIT CLERK

Raeper Neblis
Notary Public, Mobile County, Alabama
CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to the proceeding, by mailing the same by First Class United States Mail, properly addressed and postage prepaid on this 7th day of July, 1972.

Charles E. Porter

EXHIBIT "1"

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		
1. Debtor(s) (Last Name First) and address(es): Ronald L & Shirley Voiles R-1, Box 1257 Daphne, Ala	2. Secured Party(ies) and address(es): Big Three Motors, Inc. 3001 Government Blvd. Mobile, Alabama	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office): JAN 23 1966 MAY 23 1966
4. This financing statement covers the following types (or items) of property: 1965 International green pick-up Serial# SB486931A Tag# 8P280916 10961		5. Assignments of Secured Party and DATE: _____ COALFAC SECURITIES CORP. 3001 Government Blvd. Mobile, Alabama
6. Complete only when filing with Judge of Probate: The initial indebtedness secured by this financing statement is: \$480.00 Mortgage tax due (15c per \$100.00 or fraction thereof): \$0.72		
This statement is filed without the debtor's signature to perfect a security interest in collateral (check 'X' if so): <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		
Check X if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: 000000		
Filed with: _____		

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date: _____ 19____

By: _____

(Signature of Secured Party or Assignee of Record. Not Valid Until Signed.)

(3) Filing Officer Copy—Acknowledgment— Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

Made this 15 day of May, 1970
Buyer Ronald L. Voiles Rt 1, Box 125A Opheim, Ok
(Name) (No. and Street) (City) (State)
Seller Big Three Motors, Inc. 3001 Government Blvd. Mobile, Alabama
(Name) (No. and Street) (City) (State)
WITNESSETH that

Buyer (meaning all of undersigned jointly and severally) hereby purchases from Seller on the terms and conditions set forth below, and Buyer acknowledges delivery, examination and acceptance in its present condition, of the following Motor Vehicle:

Make	Body Type	Model	Mfr. Serial No.	Motor No.	Year Model	License Number
<u>International</u>	<u>Green pickup</u>		<u>SB476931A</u>		<u>1965</u>	<u>8P280916</u>

For the Total Time Price of \$694.88
Amount payable in cash, or trade-in on or before delivery \$214.88
Leaving a Total Time Balance of \$480.00
which Buyer agrees to pay to the order of Seller at the office of
Big Three Motors, Inc., in Mobile, Alabama, in 12 successive
monthly payments, each in the amount of \$40.00
all payable on the 20 of each month
bearing interest after maturity at the highest legal rate,
And a final payment of \$
The first payment becomes due June 20, 1970

The said motor vehicle will be kept at Rt 1, Box 125A Opheim, Ok
(No. and Street) (City) (State)

1. Title to said motor vehicle is retained by the holder hereof, which means Seller, or if this contract is assigned, to assignee of Seller, until the balance and all other sums due hereunder have been paid in full. Risk of loss or damage to motor vehicle shall be Buyer's. Holder may secure fire, theft and such other insurance in such form and amount as holder may require, and Buyer hereby assigns to holder any money which may become payable under such insurance, including return or unearned premiums, but not in excess of the sums due hereunder, and Buyer directs any insurance company to make payment directly to holder to be applied on the sums due hereunder, and Buyer hereby appoints holder as his attorney in fact to endorse any draft payable under such insurance. It is understood that in the event holder elects to secure the above referred to insurance Buyer will pay all premiums thereon. Nothing herein shall be construed, however, as a representation by holder, that insurance has been or will be provided on said motor vehicle.

2. The Buyer agrees as follows: To pay all taxes and assessments upon the motor vehicle as they become due; to keep the motor vehicle free from all liens and encumbrances and not to sell or dispose of the motor vehicle; to keep the motor vehicle in good running condition; to allow all repairs, tires, accessories, equipment and other parts or services to become component parts of the motor vehicle and of the herein contract; not to use the motor vehicle or allow it to be used for hire, or as a public conveyance, or for hauling or in contract work, without the written consent of the holder, and in no event to use it for transporting or storing alcoholic liquor, or for any unlawful purpose, and, in the event confiscation proceedings should be instituted by either state or federal authorities, Buyer agrees to pay all cost of such proceedings, including a reasonable attorney's fee for the defense of such proceedings; not to remove the motor vehicle from the state without the written consent of holder; that if motor vehicle is repossessed, to allow holder to retain any articles in motor vehicle at time of repossession without any liability to any person and to indemnify holder against any such liability and to send to holder notice by registered or certified mail within 24 hours after repossession of any articles belonging to Buyer which were in motor vehicle at time of repossession or forfeit any subsequent claim therefor.

3. Time is of the essence of this contract and if Buyer fails to comply with any condition of the contract, or makes an assignment for the benefit of creditors, or if a proceeding in bankruptcy, receivership or insolvency is instituted by or against the Buyer or his property, or if the holder considers his position insecure, this contract shall be in default and the full amount, at the option of the holder and without notice or demand, shall become immediately due and payable, together with a reasonable sum as an attorney's fee if an attorney is employed. Upon such default all right and claim of Buyer hereunder to said motor vehicle shall terminate, and Buyer shall deliver motor vehicle to holder and holder is authorized to enter any place wherein motor vehicle may be found, and without notice or demand, take immediate physical possession of the same and custody of anything found therein, without any liability to any person, and Buyer agrees to indemnify holder against any such liability. After default holder may retain all payments made by Buyer as compensation for use of the motor vehicle, or holder may proceed to sell said motor vehicle, at public or private sale, with or without notice, and holder may be the purchaser at any such sale, and from the proceeds of such sale holder shall deduct all expenses for retaking, repairing, preserving and selling said property, including a reasonable attorney's fee, the balance of the sale price to be applied upon the amount due holder on the herein contract and to the payment of any and all other notes, applications or indebtedness that may be then owed by the Buyer to holder, and any overage then remaining shall be paid to the Buyer, or in the case of a deficiency Buyer shall pay the same with interest. In the event of non-payment of the herein contract, holder may by suit or otherwise enforce payment of the sums due hereunder, and no action with respect thereto shall be deemed to waive holder's right to possession of the motor vehicle or to any right hereunder, holder's rights hereunder being cumulative and not alternative.

4. The Buyer waives all rights of exemption under the constitution and laws of Alabama or any other state and Buyer agrees to pay all cost of collecting this obligation, including a reasonable attorney's fee; and if an action in detinue or other proceeding to recover the property is instituted by holder the Buyer agrees to pay the cost of such proceeding including an attorney's reasonable fee.

5. Waiver of any default shall not be construed to restrict the right of the holder in respect to subsequent default. No agreement, promise, representation or warranty shall be binding unless the same be in writing and contained herein or made a part hereof. This contract shall apply to and bind the heirs, representatives, successors and assigns of Buyer and shall inure to the benefit of holder's heirs, representatives, successors and assigns.

SELLER Big 3 Motors Inc BUYER Ronald L. Voiles (SEAL)
BY Jeffrey Roan BUYER Shirley A. Voiles (SEAL)
WITNESS _____ WITNESS _____

\$480.00 Mobile, Ala 5-15-70
(City and State) (Date)

For value received the undersigned promise to pay to the order of Big 3 Motors, Inc
Four hundred eighty \$ 480 Dollars
payable in 12 payments of \$ 40.00 each, and a final payment of \$ _____, the first payment due on June 20, 1970, and remaining payments due on 20th of each month until the entire indebtedness evidenced hereby shall have been paid in full.

If payments are not made within 10 days after due date, undersigned agree to pay late charges of 10 on the dollar, in addition to the payment shown above. Undersigned further agree to pay in addition to the above all collection cost incurred by failure to make any regular payment promptly, together with a reasonable attorney's fee. If an attorney is employed. Undersigned hereby waive exemption under the constitution and laws of the state of Alabama or any other state. Upon non-payment of any payment at maturity all remaining payments shall at the option of the holder become immediately due and payable. The makers, endorsers and guarantors hereby waive notice of non-payment, protest, presentment and demand, and consent that without notice to add without waiver of any of the rights of the holder.

Ronald L. Voiles
Shirley A. Voiles

DEALER'S ASSIGNMENT

The contract on the reverse side hereof having been accepted by Seller, undersigned hereby sells and assigns all its right, title and interest in the motor

vehicle described thereon to Cadillac Discount Corporation, hereinafter called assignee, with, without recourse as to Buyer's obligation of payment except as may otherwise be provided in any underlying written agreement, with full power to assignee to take such legal action or other proceedings as Seller might take. Undersigned warrants that the contract is genuine and that it covers good title, that all statements of fact therein are true, that the cash payment and any trade-in were received, that undersigned has clear title to said motor vehicle, free of all liens and encumbrances and that Buyer is not a minor and that he has capacity to contract. Undersigned waives all demand and notice of default and consents that without notice assignee may extend time to or compound or release, by operation of law or otherwise, any right against Buyer or any other obligor.

Dated May 15, 1970

Big Three Motors, Inc.
Dealer

By Johnny Roan

93028
Plated 1

CADILLAC DISCOUNT CORP. • MOBILE, ALABAMA

A/C # P 10961

F. N. Ronald Lee Voiles A. 28 W. ☒ C. ☐ M. ☐ S. ☐
 AD. Rt. 1, Box 125 A (Box 997 A) YR. 23 MO. PH.
 CY. Daphne, Ala. (Directions CO. across street from Ballard Farm)
 CH. AD. *Teddy* Spanish Port
 P. EM. Continental Motors, Corp AD. (V.A. 12)
 OC. machine operator DPT. 1 PH. SA. 1756
 WFE. Shirley EM. Parkway Cafe PH. SA. 1756 DP.
 Y. 65 C. Internat. BODY green MODEL MTR. # SB/86931A
 P.F. tional pickup L. 8P280916 YR. ST.
 COM. D.O.C. 5-15-70 D.C.P.
 INS. Sales tax 14.88 S. 12 X 10.00 P. 3
 C.C. 85.00 E. Monthly D.D.
 C.P. 595.00 F.P. June 20, 1970
 T.P.P. 694.88 S.P.
 D.P.C. 217.88 D.P. CO. ☐
 Y. M. W.R. ☐ REP. ☐ W.O.R. ☐
 B.
 D.S.P.A. 480.00 RES. 3 P.A.
 C. # AMT. PAID DEAL. 395.00 L.D.

DATE DUE	AMT. DUE	DATE PAID	AMT. PAID	BALANCE	LATE CHGS
June 20	40.00			480.00	
July 20	40.00	JUN 24	40.00	440.00 *	
		JUL 30	40.00	400.00 *	
		SEP 15	36.00	364.00 *	4.00
				267.00	

Lost

OCT 22

PAYMENT DUE
 7100 (2 PAYMENT)
 700 SERVICE CHARGE
 PAYOFF - 7340

*Notice of Sale sent Oct. 29, 1970
 Sale set Nov. 13, 1970*

*Alabama Dry Dock & Ship Building Co.
 Dodge # 1763*

Wrecked

INS.

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA

You are hereby commanded to summon Big 3 Motors, Inc., A Corporation, Cadillac Discount Corporation, A Corporation and Johnny Roan to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of Ronald L. Voiles and Shirley A. Voiles.

Witness my hand this the 29 day of April, 1971.

Defendants may be found:

3001 Government Blvd.
Mobile, Alabama 36606

Ernie L. Blackman
Clerk

RONALD L. VOILES and SHIRLEY A. VOILES, IN THE CIRJUIT COURT OF

Plaintiffs, BALDWIN COUNTY, ALABAMA

Vs. AT LAW

BIG 3 MOTORS, INC., a Corporation; CADILLAC DISCOUNT CORPORATION, a Corporation and JOHNNY ROAN, individually and jointly,

NUMBER: 9810

Defendants.

I

The Plaintiffs claim of the Defendants FIVE THOUSAND DOLLARS (\$5,000), as damages, for a trespass by the Defendants on the following tract of land, viz:

The Plaintiffs' home at Daphne, Alabama,
the address of which is Route 1, Box 125-A,

in the possession of the Plaintiffs and removing therefrom certain property of the Plaintiffs and described as follows:

One, 1965 International pickup truck, Serial Number SB476931A; one portable radio; one tow chain; one pair of mens tennis shoes; one hard hat; one pair of burning goggles; one set of work gloves;

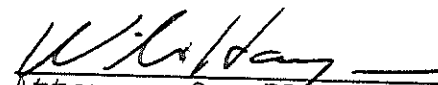
on, to-wit, the 20th day of October, 1970. The Plaintiffs claim punitive damages for the trespass.

II

The Plaintiffs claim of the Defendants FIVE THOUSAND DOLLARS (\$5,000), damages, for wrongfully taking the following


goods and chattels, the property of the Plaintiffs, viz:

One, 1965 International pickup truck, Serial Number SB476931A; one, portable radio; one two chain; one pair of mens tennis shoes; one hard hat; one pair of burning goggles; one set of work gloves.



Attorney for Plaintiffs
Wilson Hayes
P. O. Box 300
Bay Minette, Alabama

The Plaintiffs demand trial by
Jury this 28 day of April, 1971.



Attorney for Plaintiffs

FILED

APR 29 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

29810 8692

9th St
Renald H. Voiles
& Shirley A. Voiles

APR 29 1971
TAYLOR WILLIAMS
SHERIFF

200-

3748
Big 3 Motors, Inc.
a corp - Cadillac Wisconsin Big 3 Motors, Inc.
a corp. a corp. & Johnny
Rear ind. & jointly

Served 30 Day of April 1971
and on 3 Day of May 1971
I served a Copy of the within
on Big 3 Motors, Inc.
a corp.
by service on Johnny
Rear ind. a-owner
RAY D. BRIDGES, Sheriff
J. Jackson

EXECUTED
3 day of May, 1971
by serving a copy of the within on
Johnny Rear
RAY D. BRIDGES, Sheriff
J. Jackson D.S.

11. MAY 11 1971
TAYLOR WILLIAMS
SHERIFF

Served 30 Day of April 1971
and on 3 Day of May 1971
I served a Copy of the within
on Cadillac Discount Corp.
a corp.
by service on Johnny Rear
a-owner
RAY D. BRIDGES, Sheriff
J. Jackson

RETURNED
Not found in my County after dili-
gent search and inquiry.
RAY D. BRIDGES, Sheriff
D.S.

69 PAGE 480

VOL

RONALD L. VOILES and SHIRLEY
A. VOILES,

Plaintiff,

Vs.

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

BIG 3 MOTORS, INC., a
Corporation; CADILLAC DISCOUNT
CORPORATION, a Corporation
and JOHNNY ROAN, individually
and jointly,

Defendants.

X

X

X

NUMBER: 9810

DEMURRER

Come now the Defendants in the above styled cause, by
and through their Attorney of Record, and demur to the Complaint
heretofore filed against them and to each count thereof, separately
and severally, and as grounds therefor assign the following
separately and severally,

1. For that the Complaint fails to state a cause of
action.
2. For that the allegations contained in the Complaint
are mere conclusions of the pleader.
3. For that the Plaintiffs fail to allege facts which
would entitle them to punitive damages.

Respectively Submitted

CHASON, STONE & CHASON

By:

Edward E. Ball
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 2nd day

of JUNE, 1971.

Edward E. Ball

FILED

JUN 4 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

RONALD L. VOILES and	X		
SHIRLEY A. VOILES,	X		
	X		
Plaintiffs,	X	IN THE CIRCUIT COURT OF	
	X		
vs.	X	BALDWIN COUNTY, ALABAMA	
	X		
BIG 3 MOTORS, INC., A	X	AT LAW	NO. 9810
Corporation, et al.,	X		
Defendants.	X		

PLEA:

Come now the Defendants, Big 3 Motors, Inc., a corporation, and Cadillac Discount Corporation, a corporation, by their attorneys, and for answer to the Complaint and to each count thereof heretofore filed against them, plead, separately and severally, as follows:

1. Not guilty.

2. That heretofore, Ronald L. Voiles and Shirley A. Voiles, who are the identical persons as were the Plaintiffs in a law suit filed in the Mobile County General Sessions Court against the Defendants, Big 3 Motors, Inc., a corporation, and Cadillac Discount Corporation, a corporation, who are the identical entities as named as Defendants in the above styled cause. That in the suit filed in the Mobile County General Sessions Court, above mentioned, the Plaintiffs claimed damages of the above mentioned Defendants for trespass to the same land as described in Count "I" of the above styled cause and for trespass in carrying away certain property of the Plaintiffs described as follows:

One, 1965 International pickup truck, Serial Number SB476931A; one portable radio; one tow chain; one pair of mens tennis shoes; one hard hat; one pair of burning goggles; one set of work gloves.

The above said Plaintiffs in above said suit also claimed damages of the above said Defendants for unlawfully taking the above de-

scribed property of the Plaintiffs. The Mobile County General Sessions Court, a court of competent jurisdiction, on September 21, 1970, entered a judgment for Two Hundred Dollars (\$200.00) in favor of the above said Plaintiffs and against the above said Defendants. The said Two Hundred Dollar (\$200.00) judgment is within the jurisdictional limits of the said Court's enabling statute. The Defendants further aver that this cause has been duly adjudicated as to both subject matter and parties, plaintiffs and defendants, in the aforementioned law suit filed in the Mobile County General Sessions Court, a court of competent jurisdiction.

CHASON, STONE & CHASON

By: Charles C. Partin
Charles Partin

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 13th day of July, 1972.

Charles C. Partin

FILED

JUL 13 1972

EUNICE B. BLACKMON CIRCUIT CLERK

RONALD L. VOILES and	X	
SHIRLEY A. VOILES,		
	X	IN THE CIRCUIT COURT OF
Plaintiffs,	X	
vs.	X	BALDWIN COUNTY, ALABAMA
	X	
BIG 3 MOTORS, INC.,	X	
a corporation, et al.,	X	AT LAW NO: 9810
Defendants.	X	

AMENDED PLEA

Come now the Defendants, Big 3 Motors, Inc., a corporation, Cadillac Discount Corporation, a corporation, and Johnny Roan, by their attorneys, and for answer to the Complaint heretofore filed, amend plea one and plea two, separately and severally, so that plea one and plea two heretofore filed in this cause will respectively say as follows:

1. Not guilty.
2. That heretofore, Ronald L. Voiles and Shirley A. Voiles, who are the identical persons as were the Plaintiffs in Case No. 91,452 in the Court of General Sessions of Mobile County, Alabama, Civil Division, filed a suit, Case No. 91,452, against the Defendants, Big 3 Motors, Inc., a corporation, and Johnny Roan, who are two of the identical persons named as Defendants in the present pending above styled cause. That in the said suit filed in the Court of General Sessions of Mobile County, Alabama, Civil Division, an Inferior Court created by Act No. 40, approved March 23, 1956, Acts of Alabama, Second Special Session 1956, page 328, the above said Plaintiffs claimed damages of the above said Defendants for trespass to the identical land as described in Count One of the above styled cause in removing therefrom certain property of the Plaintiffs as described as follows:

"One 1965 International Pick-up Truck, Serial No. SB475931A

one portable radio; one tow chain; one pair of mens tennis shoes; one hard hat; one pair of burning goggles; one set of work gloves on to-wit: the 20th day of October, 1970."

The Plaintiffs claimed punitive damages for the trespass. The Court of General Sessions of Mobile County, Alabama, Civil Division, a court of competent jurisdiction, on to-wit: September 21, 1970, entered a judgment of Two Hundred Dollars (\$200.00) in favor of the above said Plaintiffs and against the above said Defendants. The said Two Hundred Dollar judgment is within the jurisdictional limits and the said court's enabling statute. The above said Defendants further aver that this cause has been duly adjudicated as to both subject matter and parties, Plaintiffs and Defendants, in the aforesaid law suit filed in the Court of General Sessions of Mobile County, Alabama, Civil Division, a court of competent jurisdiction.

CHASON, STONE & CHASON

By: Charles C. Parton

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 8th day of August, 1972.

Charles C. Parton

FILED

AUG 8 1972

EUNICE B. BLACKMON CIRCUIT CLERK