

STATE OF ALABAMA                      Ø

COUNTY OF BALDWIN                      Ø

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON RONALD L. JOHNSON, TO  
APPEAR AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY DAYS FROM THE SER-  
VICE OF THIS WRIT IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA,  
TO BE HELD AT THE PLACE OF HOLDING THE SAME, THEN AND THERE TO ANS-  
WER TO THE COMPLAINT OF THOMAS-CORTE PONTIAC, INC., A CORPORATION,  
AGAINST RONALD L. JOHNSON.

WITNESS MY HAND THIS THE 16 DAY OF June, 1971.

*Ernie B. Blackburn*  
CLERK OF CIRCUIT COURT

THOMAS CORTE PONTIAC, INC., AS  
ASSIGNEE OF GENERAL MOTORS,  
ACCEPTANCE CORPORATION, A  
CORPORATION,

PLAINTIFF

VS

RONALD L. JOHNSON

DEFENDANT

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

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Ø  
CASE NO: 9283

THE PLAINTIFF CLAIMS OF THE DEFENDANT, THE SUM OF FOUR  
HUNDRED TWO AND 58/100 (\$402.58) DOLLARS BALANCE DUE, AFTER ALL  
PROPER CREDITS, ON A CONDITIONAL SALES CONTRACT WITH PROMISSORY PAY-  
MENT AGREEMENT MADE BY THE DEFENDANT ON, TO-WIT, JUNE 23, 1970, FOR  
THE PURCHASE OF ONE (1) 1969 PONTIAC FIREBIRD, SERIAL #223379 N  
114202 AND PAYABLE AS FOLLOWS: A FIRST PAYMENT OF ONE HUNDRED FOUR  
AND 02/100 (\$104.02) DOLLARS DUE ON AUGUST 3, 1970, AND A LIKE PAY-  
MENT DUE ON EACH SUCCESSIVE MONTH THEREAFTER. SAID CONDITIONAL  
SALES CONTRACT AND NOTE WAS ASSIGNED BY GENERAL MOTORS ACCEPTANCE  
CORPORATION TO THE PLAINTIFF ON DECEMBER 17, 1970. THE PLAINTIFF  
AVERS THAT THE DEFENDANT DEFAULTED IN THE PAYMENTS ARE UNDER THE  
PROVISIONS OF THE CONDITIONAL SALES CONTRACT AND NOTE, THE ENTIRE  
BALANCE BECAME DUE AND PAYABLE.

THE PLAINTIFF AVERS THAT THE DEFENDANT AGREED BY THE TERMS OF SAID CONDITIONAL SALES CONTRACT AND NOTE TO PAY ALL EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN COLLECTION OF SAME AND THE PLAINTIFF CLAIMS A REASONABLE ATTORNEY'S FEE IN THE AMOUNT OF EIGHTY AND NO/100 (\$80.00) DOLLARS.

A COPY OF THE AFORESAID CONDITIONAL SALES CONTRACT AND PROMISSORY AGREEMENT IS ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH FULLY SET OUT HEREIN.

BAILEY & TAYLOR

BY: *Robert E. Taylor*  
ATTORNEY FOR THE PLAINTIFF

**FILED**

JUN 16 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

CASE No: 9883

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

THOMAS CORTE PONTIAC, INC., AS  
ASSIGNEE OF GENERAL MOTORS,  
ACCEPTANCE CORPORATION, A  
CORPORATION,

PLAINTIFF

Vs.

RONALD L. JOHNSON

DEFENDANT

DEFENDANT MAY BE SERVED AT:

164 ORANGE STREET  
FAIRHOPE, ALABAMA 36532

**FILED**

JUN 16 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

Received 10 day of June 1971  
and on 30 day of June 1971  
I served a copy of the within STC  
on Ronald L. Johnson  
By Ronald L. Johnson  
TAYLOR V. KIRK, JR.  
By W. C. Gooch

Shoriff claims 70 miles 7.00  
Ten Cents per mile Total \$  
TAYLOR V. KIRK, JR. Sheriff  
BY W. C. Gooch  
DEPUTY SHERIFF

# INSTALMENT SALE CONTRACT

Contract Number \_\_\_\_\_

The seller hereby sells, and the buyer (meaning all undersigned buyers, jointly and severally) hereby purchases, subject to the terms set forth below and upon the reverse side hereof, the following property, delivery and acceptance of which in good order are hereby acknowledged by buyer, viz.:

New or Used	Year Model	No. Cyl.	Make Trade Name	Body Type If Truck, Give GVW	Model Number or Series	Manufacturer's Serial No.	Motor No.
New	1969	8	Pontiac	Firebird HT Coupe	2337	223379N114202	

EQUIPPED WITH	<input checked="" type="checkbox"/> Radio	<input checked="" type="checkbox"/> Automatic Trans.	<input checked="" type="checkbox"/> Power Steering	<input type="checkbox"/> Power Windows	<input type="checkbox"/> High Performance Engine—Cu. in Disp. _____ H. P. _____
ITEMS CHECKED	<input checked="" type="checkbox"/> Tinted Glass	<input type="checkbox"/> 4 Speed Trans.	<input checked="" type="checkbox"/> Power Brakes	<input type="checkbox"/> Power Seats	<input checked="" type="checkbox"/> Air Conditioning

Buyer represents that the purchase of said property is primarily for personal, family or household ( ), agricultural ( ) use (check one) and the buyer is a natural person. [Note to seller: If primary use is agricultural and the buyer is an organization or primary use is for business, use Form 108 or 106 as appropriate.]

- CASH PRICE (including any accessories, services and taxes imposed on the cash sale) \$ 3506.99 (1)
- TOTAL DOWNPAYMENT—\$ \_\_\_\_\_ plus \$ 500.34 Trade-in \_\_\_\_\_ \$ 500.34 (2)  
Trade-in (Net) Cash Downpayment Make, Model, Year
- UNPAID BALANCE OF CASH PRICE (Difference between Items 1 and 2) \$ 3006.65 (3)
- OTHER CHARGES

\*A. Cost of Required Physical Damage Insurance  
BUYER MAY CHOOSE THE PERSON THROUGH WHICH THIS INSURANCE IS TO BE OBTAINED \$ \_\_\_\_\_ (4A)

\*\*B. Cost of Third Party Automobile Liability Insurance for buyer (Include this item if buyer has applied to an insurance company for the insurance and wishes the cost included.) This insurance is not required by seller.  
BUYER MAY CHOOSE THE PERSON THROUGH WHICH THIS INSURANCE IS TO BE OBTAINED \$ \_\_\_\_\_ (4B)

C. Cost of Creditor Insurance  
COVERAGE OF THE BUYER BY ANY SUCH INSURANCE IS NOT REQUIRED BY SELLER  
CHECK CREDITOR \*\*\* ☒ Life \$ 112.36 (4C)  
INSURANCE DESIRED ☐ Disability (Accident and Health) \$ \_\_\_\_\_ (4C)

BUYER'S APPROVAL: I DESIRE TO OBTAIN THE CREDITOR INSURANCE CHECKED ABOVE FOR THE BUYER PROPOSED FOR INSURANCE.

6-23-70

Signature

(Date)

(Buyer's Signature)

(Co-Buyer's Signature)

- Official Fees \$ 2.00 (4D)
- Taxes Not Included in Cash Price \$ 5.85 (4E)
- License and/or Registration Fees (Itemize) \$ 7.50 (4F)
- Certificate of Title Fee \$ \_\_\_\_\_ (4G)
- Other (Describe) \$ \_\_\_\_\_ (4H)
- UNPAID BALANCE—AMOUNT FINANCED (Sum of items 3 and 4) \$ 3134.36 (5)
- FINANCE CHARGE \$ 610.36 (6)
- TOTAL OF PAYMENTS (Sum of items 5 and 6) \$ 3744.72 (7)
- DEFERRED PAYMENT PRICE (Sum of items 1, 4 and 6) \$ 4245.06 (8)
- ANNUAL PERCENTAGE RATE 11.96% (9)
- PAYMENT SCHEDULE: The Total of Payments (Item 7) is payable at seller's office designated below or at such office of any assignee as may be hereafter designated in \_\_\_\_\_  
instalments of \$ 104.02 each, commencing August 3, 19 70, and on the same day of each successive month thereafter, or as indicated in space below.

Any instalment which is more than twice the amount of an otherwise regularly scheduled equal instalment is a BALLOON PAYMENT.

- DEFAULT CHARGE IN EVENT OF LATE PAYMENT If any instalment is not paid within 10 days after it is due, a charge will be payable by buyer as follows: 5% of the unpaid instalment or \$5, whichever is less, with a minimum charge of \$1.
- DESCRIPTION OF SECURITY INTEREST Seller retains an interest in the property described in this contract to secure payment and performance of buyer's obligation under this contract. Any additional indebtedness represented by amounts which may be expended by seller (1) in release or discharge of taxes, liens and encumbrances and (2) to procure required physical damage insurance on the property, as provided in this contract, shall also be secured by this security interest.
- PREPAYMENT REBATE Upon prepayment in full buyer is entitled to a rebate of the Finance Charge (Item 6) computed in accordance with the Rule of 78. An acquisition charge of \$25 will be deducted in determining the amount of the rebate. No rebate less than \$1 will be paid.

\* Covering Accidental Physical Damage to the car as outlined below (check which applies) for a term of \_\_\_\_\_ months, and } including optional coverage for Towing and Labor Costs.  
Insurance Company \_\_\_\_\_ ☐ Comprehensive Coverage } excluding  
\_\_\_\_\_ ☐ \$50 Deductible Comprehensive Coverage } including \$ \_\_\_\_\_ Deductible Collision

# GENERAL MOTORS ACCEPTANCE CORPORATION

118 NO. ROYAL STREET, MOBILE, ALABAMA 36601

Telephone Area Code 205  
433-3951

BRANCHES THROUGHOUT  
THE WORLD

December 17, 1970

EXECUTIVE OFFICES  
NEW YORK

Thomas Corte Pontiac, Inc.  
Fairhope, Alabama

Re: 2007-59543

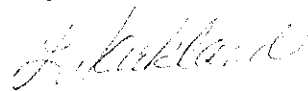
General:

The following repossessions were liquidated after the date due as indicated:

<u>Customer</u>	<u>Account Number</u>	<u>Date Due</u>	<u>Date Paid</u>	<u>Additional Interest</u>
Ronald Johnson	2007-59543	12/5/70	12/17/70	\$833

We would appreciate your check in the amount of \$ 8.33 to cover the additional interest.

Very truly yours,



Credit Department

# GENERAL MOTORS ACCEPTANCE CORPORATION

118 NO. ROYAL STREET, MOBILE, ALABAMA 36601

Telephone Area Code 205  
434-3951

BRANCHES THROUGHOUT  
THE WORLD

EXECUTIVE OFFICES  
NEW YORK

Thomas Corbett Pontiac, Inc.  
Fairhope, Alabama

Re: 2007-59543  
Ronald L. Johnson

164 Orange St.  
F'hope

For value received, GENERAL MOTORS ACCEPTANCE CORPORATION (hereinafter referred to as GMAC), a New York corporation, hereby assigns and transfers to Thomas Corbett Pontiac, Inc. (name of dealer), doing business at Fairhope, Alabama, all its right, title and interest in and to the account receivable represented by a deficiency, in the sum of \$ 1245.48, now due and payable by Ronald L. Johnson (name of purchaser) under the terms and provisions of a security agreement dated June 23, 1970, covering the instalment sale of a certain motor vehicle, hereby authorizing the above-named dealer, in his (its) own name, to do every act and thing necessary to collect and discharge same.

GMAC certifies and warrants that it is the owner of the aforesaid account receivable and that it has the right to assign same.

Dated: December 17, 19 70.

GENERAL MOTORS ACCEPTANCE CORPORATION

By [Signature]

Loss #402-58

# GENERAL MOTORS ACCEPTANCE CORPORATION

118 NO. ROYAL STREET, MOBILE, ALABAMA 36601

Telephone Area Code 205  
433-3951

November 4, 1970

BRANCHES THROUGHOUT  
THE WORLD

EXECUTIVE OFFICES  
NEW YORK

Mobile Press Register  
P. O. Box 2488  
Mobile, Alabama

Re: Dlr. Thomas (Orte) Pontiac, Inc.  
Account # 59543

Gentlemen:

Please publish the following notice on November 9, 1970.  
(Date)

Attach a copy of the published notice and your billing to the duplicate of this letter and forward to this office.

General Motors Acceptance Corporation will sell at public sale for cash on November 20,, 19 70, at 10:00 AM o'clock at 118 North Royal Street, Commerce Building  
Mobile, Alabama  
one 1969 Pontiac Firebird Serial #223379N114202

GMAC reserves the right to bid at such sale.

The collateral is presently stored and may be seen at

72 Fairhope Ave., Fairhope, Ala. 36532

GENERAL MOTORS ACCEPTANCE CORPORATION

Credit Department

## GENERAL MOTORS ACCEPTANCE CORPORATION

Mobile, Alabama

Name Mr. Ronald L. Johnson Date November 11, 1970  
Address 164 Orange Street Account Number 39543  
Fairhope, Alabama 36532 Dealer Thomas Gorte Pontiac, Inc.  
(City) (State)

## NOTICE

Dear Sir:

This is to notify you, in connection with our repossession of said collateral under the security agreement involved in the above account, that:

You may redeem said collateral and terminate the contract relating thereto by paying \$ 3725.70, any time prior to the sale of said collateral on the date designated therefor below. The aforesaid sum, which, in view of your default, is hereby declared due and payable, comprises the following items:

(a) Attorneys' fees and legal expenses	\$ _____
(b) Costs of repossession, storing and preparing for sale	\$ <u>75.00</u>
(c) Accrued default charges	\$ <u>10.00</u>
(d) Unpaid time balance	\$ <u>3640.70</u>

Total \$ 3725.70

(Less applicable rebates at the time of payment)

In the event the repossessed collateral is not redeemed in accordance with the foregoing, it will be disposed of at 10:00 A.M. on November 20, 19 70, this office ( )

at public sale at


below designated place of storage ( ).

You may be held liable for any deficiency resulting from such sale. General Motors Acceptance Corporation reserves the right to bid at such sale.

The collateral is presently stored at Thomas Gorte Pontiac, Inc.

Any payment or notice in connection with this matter should be addressed to the company at:

118 North Royal Street Mobile, Alabama  
(Street) (City) (State)

  
Credit Department



# GENERAL MOTORS ACCEPTANCE CORPORATION

118 NO. ROYAL STREET, MOBILE, ALABAMA 36601

Telephone Area Code 205  
433-3951

November 2, 1970

BRANCHES THROUGHOUT  
THE WORLD

EXECUTIVE OFFICES  
NEW YORK

Thomas Corte Pontiac, Inc.  
72 Fairhope Avenue  
Fairhope, Ala. 36532

Re: Name: Ronald L. Johnson  
Account No. 2007-59543  
Description: 1969 Pontiac Cpe.  
Serial No. 223379N114202  
License No. Ala. '70-5-25602

Gentlemen:

The above unit was repossessed on October 29, 1970.

Very truly yours,

*J. Kirkland*  
Credit Department

GMAC 591A 75M 1-69  
Printed in U. S. A.

## RECEIPT FOR REPOSSESSED CAR

Customer Ronald Johnson

Dealer 2007

Account No. 59543

Branch Mobile

The undersigned hereby acknowledges receipt from GMAC of the following:

Pontiac  
Make

Wildcat  
Model

1969  
Year

223379N 11420  
Identification No.

for storage purposes only. Except in case of non-selling dealer, it is understood that the undersigned (1) will be liable for any charges which may accrue against the product and agrees that the product will not be disposed of until the outstanding balance due General Motors Acceptance Corporation is paid and (2) agrees to assume all responsibility for damage resulting from his failure, in cold weather, to add the necessary quantity of anti-freeze solution to drain the radiator and block.

Date 11/4/70

Signed \_\_\_\_\_  
(Dealer)

By \_\_\_\_\_

☐ Fire-Theft and Additional Coverage

Insurance shall be based upon actual value of property at time of loss, not to exceed limits of liability set forth in the policy, and shall be payable to buyer, seller or seller's assignee, as interests may appear.

UNLESS A CHARGE FOR BODILY INJURY AND PROPERTY DAMAGE INSURANCE IS INCLUDED IN 4B ABOVE, THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Covering Third Party Automobile Liability Insurance for Buyer for a term of \_\_\_\_\_ months.

Insurance Company \_\_\_\_\_ Bodily Injury \$ \_\_\_\_\_,000/\_\_\_\_\_,000 Limit Other Coverages \$ \_\_\_\_\_ Limit  
Property Damage \$ \_\_\_\_\_,000 Limit (Describe) \_\_\_\_\_  
Medical Payments \$ \_\_\_\_\_ Limit

Buyer represents that he has applied to the above insurance company for the aforesaid automobile liability insurance and hereby requests seller to pay the cost thereof and include it in the total of payments payable hereunder.

Buyer understands that said insurance is not required by and will not protect seller, and agrees that seller shall not be responsible for obtaining it or liable as a consequence of either its nonissuance or cancellation.

According to terms and conditions set forth in policy or certificate of insurance issued by the insurer as checked below and in "Notice of Proposed Creditor Insurance on Life of Buyer" contained on reverse of buyer's copy of contract.

Buyer Proposed For Life Insurance: The person whose name appears on line A below (co-buyer, if any, on line B, when buyer is a corporation or partnership).

☐ The Prudential Insurance Company of America, Newark, New Jersey, under its Group Policy No. GL-360. The insurance under said group policy does not cover (i) the Buyer Proposed for Life Insurance if age 65 or more on the date of this contract or (ii) suicide within one year thereafter. Under said group policy, the maximum amount of insurance for this contract is \$10,000 and the maximum aggregate amount of insurance for this and any other installment contract of the buyer is \$15,000.

BUYER'S AGE STATEMENT AND HEALTH DECLARATION (Applicable Where a Charge Has Been Authorized in 4C Above and Insurance Under Prudential Group Policy GL-360 is Proposed).

Age last birthday of Buyer Proposed for Life Insurance? ☐ Under 65

I, the Buyer Proposed for Life Insurance, understand that the insurance is only available to a buyer who makes the following declarations to induce Prudential to effect such insurance: I do hereby declare that within the past three months (1) I have not consulted or been under the care of a doctor or other practitioner for cancer, and (2) I have not been confined in a hospital or other institution because of any condition of the heart, brain, liver, kidneys or lungs. I hereby authorize any physician or hospital to disclose to Prudential all information concerning my medical history prior to the date of this contract.

Signature \_\_\_\_\_

(Signature of Buyer Proposed for Life Insurance)

Old Security

(If Other Policy, Name Insurer)

Kansas City, Missouri

(Home Office Address)

Under policy of above designated insurer, maximum amount of insurance under this contract is \$ 10,000.00

and maximum aggregate amount of insurance under this and any other installment contract of the buyer is \$ 10,000.00

Executed in quadruplicate, copy of which was delivered to, and receipt is acknowledged by, buyer, this 23 day of June, 1970 (Do not date on Sunday)

A Buyer Signs in Ink \_\_\_\_\_

B Co-Buyer Signs in Ink \_\_\_\_\_

Seller Signs in Ink \_\_\_\_\_

Thomas-Corte Pontiac, Inc.

164 Orange Street, Fairhope, Alabama 36532

(Street)

(Town)

(State)

(Postal ZIP Code)

(Street)

(Town)

(State)

(Postal ZIP Code)

By \_\_\_\_\_

(Title)

(Address)

The foregoing contract is hereby assigned under the terms of the Seller's Recourse Recommendation, Assignment and Guaranty on the reverse side hereof unless otherwise indicated.

Seller Signs in Ink Thomas-Corte Pontiac, Inc.

By \_\_\_\_\_

(If Corp. or Partnership)

(Title)

# MEMO-LETTER

JOHN V. DUCK  
Attorney at Law  
P. O. DRAWER Y - FAIRHOPE, ALABAMA

## MESSAGE

## REPLY

TO Mrs. Eunice Blackmon  
Bay Minette, Ala.

DATE

DATE September 30, 1971

Re: Thomas Corte Pontiac, Inc. vs. Ronald L. Johnson

Civil Case No. 9883

Dear Mrs. Blackmon:

Enclosed please find Plea in Abatement to be  
filed in captioned case.

Sincerely,

*John V. Duck*  
(44)

SIGNED

SIGNED

THOMAS CORTE PONTIAC, INC., as )  
Assignee of General Motors )  
Acceptance Corporation, a corpor- )  
ation, )

Plaintiff, )

vs. )

RONALD L. JOHNSON, )

Defendant. )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9883

PLEA IN ABATEMENT

Comes now the Defendant in the above styled cause, and appears specially for filing this Plea in Abatement, and for grounds thereof says:

That on, to-wit: the 29th day of October, 1970, General Motors Acceptance Corporation had the Defendant herein to execute a voluntary surrender form of Louisiana prior to the date of the assignment of General Motors Acceptance Corporation to Thomas Corte Pontiac, Inc., and that in and by the terms of the said voluntary surrender form it stated:

"Gentlemen:

I hereby surrender the above described motor vehicle to you, and hereby release all rights, title and interest which I may have in and to the same and/or any payments heretofore by me in respect thereof, in consideration of your releasing and discharging me from all further liability to you on a (Chattel Mortgage Contract) (Conditional Sales Contract) covering the said vehicle."

That the Defendant says that he did voluntarily release the said 1969 Pontiac automobile and that there was consideration for the same, and for this reason, the said suit should be abated and that the Defendant be allowed to go hence.

  
RONALD L. JOHNSON

STATE OF ALABAMA

BALDWIN COUNTY

Before me, personally appeared RONALD L. JOHNSON, who having been first duly sworn, deposes and says that the facts alleged in the foregoing Plea in Abatement are true and correct.

Ronald L. Johnson  
RONALD L. JOHNSON

Sworn to and subscribed before me on  
this 9 day of August, 1971

Frank Wood  
NOTARY PUBLIC

**FILED**

OCT 5 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served ~~causes~~  
for the opposing party in the foregoing matter with a copy  
of this pleading by depositing in the United States Mail  
a copy of same in a properly addressed envelope with  
adequate postage thereon.

This 30 day of September, 1971.

[Signature]  
Attorney for Defendant

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