

99792
CHRYSLER CREDIT CORPORATION,
a corporation

Plaintiff,

vs.

TROY H. PRIM

Defendant .

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IN THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY, ALABAMA

AT LAW

CASE NO. _____

Plaintiff claims of the Defendant the sum of \$612.89 SIX HUNDRED TWELVE AND 89/100 DOLLARS, damages for the breach of a written agreement entered into by the Defendant on, to-wit: July 12, 1968, by which he promised to pay to Chrysler Credit Corporation, a corporation, the sum of, to-wit: \$98.86 a month commencing on, to-wit: August 12, 1968 and continuing on the same day of each month thereafter until the sum of, to-wit: \$3558.96 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 Mobile Dodge, 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: \$2438.00; 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: \$1510.00 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: \$612.89 remains due and unpaid from, to-wit: December 3, 1969.

Plaintiff claims the additional sum of, to-wit: \$204.30 as a reasonable attorney's fee, as provided for in said written agreement.

J. Duight Reid
PERLOFF REID & BRISKMAN
Attorneys for the Plaintiff
COURT OF GENERAL SESSIONS

Defendant may be served:
701 East Jefferson Street
Foley, Alabama

or at Hale Mfg. Co.
Foley, Alabama

EX-101

71 PAGE 519

MAY 31 11 28 AM '71

COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS
COURTROOM-"B" FIRST FLOOR

GSE9-15M-4-71

The State of Alabama,
MOBILE COUNTY

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon Troy H. Prim

to be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile County, on the 5th day of August, 1971 at the hour of 9:00 A.M., then and there to answer a complaint of Chrysler Credit Corporation, a corporation

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings.

Witness my hand, this _____ day of _____, 19____

JUN 1 1971
J. D. Richardson
Clerk of the Court of General Sessions of Mobile County.

Cause of Action _____

COMPLAINT AND SUMMONS

Atty. for Plaintiff: Perloff Reid & Briskman
Atty. for Defendant:

THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY

No. 97795.....

Ret.

August 5, 1971

Chrysler Credit Corporation, a corporation
VS.

Troy H. Prim
701 East Jefferson St.
Foley, Alabama

Continued To

Hale Mfg. Co.
Foley, Alabama

Executed by Service on

Defendant

This.....day....., 19.....

Sheriff of Mobile County

By.....
Deputy Sheriff

CHRYSLER CREDIT CORPORATION,
a corporation

Plaintiff,

vs.

TROY H. PRIM

Defendant .

* IN THE COURT OF GENERAL SESSIONS
* OF MOBILE COUNTY, ALABAMA

* AT LAW

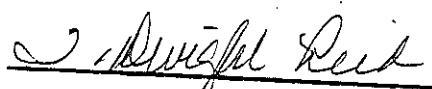
* CASE NO. _____

Plaintiff claims of the Defendant the sum of \$612.89
SIX HUNDRED TWELVE AND 89/100 DOLLARS, damages
for the breach of a written agreement entered into by the Defendant
on, to-wit: July 12, 1968, by which he promised to pay to
Chrysler Credit Corporation, a corporation, the sum of, to-wit:
\$8.86 a month commencing on, to-wit: August 12, 1968
and continuing on the same day of each month thereafter until the sum
of, to-wit: \$3558.96 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,
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instrument in that he failed to make the payment provided for therein,
leaving a balance of principal due of, to-wit: \$2438.00; 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: \$1510.00 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:
\$612.89 remains due and unpaid from, to-wit: December 3, 1969.

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as a reasonable attorney's
fee, as provided for in said written agreement.



PERLOFF REID & BRISKMAN
Attorneys for the Plaintiff

Defendant may be served:
701 East Jefferson Street
Foley, Alabama
or at Hale Mfg. Co.
Foley, Alabama

COMPLAINT AND SUMMONS

GSB9-15M-4-71

REPORT TO GENERAL SESSIONS
COURTROOM "B" FIRST FLOOR

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MOBILE COUNTY

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JUN 1 1971
J. D. Richardson
Clerk of the Court of General Sessions of Mobile County.

Cause of Action _____

COMPLAINT AND SUMMONS

Atty. for Plaintiff: Perloff Reid & Briskman
Atty. for Defendant:

THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY

No. 97795

Ret.

..... August 5, 1971

Chrysler Credit Corporation, a corporation
VS.

Troy H. Prim
701 East Jefferson St.
Foley, Alabama

Continued To
or
Hale Mfg. Co.
Foley, Alabama

JUN 7 1971

Sheriff's Return

Executed by Service on

Defendant

This.....day....., 19.....

Sheriff of Mobile County

By.....

Deputy Sheriff

ALABAMA SHERIFF DEPT.
MOBILE COUNTY, ALA.

JUN 8 9 55 AM '71

TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVING / PROCESS(ES) AND

TRAVEL EXPENSE ON EACH OF \$720

PROCESS(ES) OR A TOTAL OF \$270

Received 7 day of June 19 71
and on 7 day of June 19 71
I served a copy of the within on Troy H. Prim

By service on

TAYLOR WILKINS, Sheriff

Taylor Wilkins D. S.

JAMES R. OWEN
ATTORNEY AT LAW
110 COURTHOUSE SQUARE
BAY MINETTE, ALABAMA 36507

June 30, 1971

P. O. BOX 248
TEL 937-2061
AREA CODE 205


Honorable J. D. Richardson, Clerk
Court of General Sessions
Mobile County Courthouse
Mobile, Alabama 36601

In Re: Chrysler Credit vs. Prim
No. 97795

Dear Mr. Richardson:

I enclose plea in abatement in the above
styled cause and ask that you notify me when it is
set for hearing, in the event the plaintiff desires
a hearing.

Yours very truly,



JAMES R. OWEN

JRO/ers

Enclosure

COURT OF GENERAL
SESSIONS
JUL 1 12 36 PM '71

CHRYSLER CREDIT CORPORATION,
a corporation,

Plaintiff,

VS.

TROY H. PRIM,

Defendant.

IN THE COURT OF GENERAL

SESSIONS OF MOBILE COUNTY,

ALABAMA

NO. 97795

PLEA IN ABATEMENT

Now comes the defendant in the above styled cause and, appearing specially and only for the purpose of filing this plea, pleads that this cause be abated in Mobile County, Alabama, and as grounds therefor, says:

1. That this is a cause of action ex contractu.

2. That the defendant is a resident of Baldwin County, Alabama, and was a resident of Baldwin County, Alabama, at the time this cause of action arose and at all times since said time.

WHEREFORE, the premises considered, the defendant prays that this cause be abated in Mobile, Alabama.

Troy H. Prim
Troy H. Prim

STATE OF ALABAMA)

*

BALDWIN COUNTY)

Before me, the undersigned authority, within and for said State and County, personally appeared Troy H. Prim, who is known to me and who being by me first duly sworn, deposes and says: That he is the defendant in the above styled cause; that he signed the above plea in abatement and that the matters and facts contained therein are true and correct.

Troy H. Prim

Sworn to and subscribed before me
on this the 25th day of June, 1971.

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 30 day of June, 19 71.

June Jackson
Notary Public, Baldwin County, Alabama

COURT OF GENERAL
SESSION

JUL 1 12 36 PM '71

MY COMMISSION EXPIRES

Attorney for Defendant

SVOL

71 PAGE 522

THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY

CHRYSLER CREDIT CORPORATION,
A CORPORATION

Plaintiff

VS:

TROY H. PRIM

Defendant

: Filed: Case No. 97795
: May 31, 1971
: Summons Issued: June 1, 1971
: Returnable: August 5, 1971
: Service Had: June 9, 1971
: Cause of Action: Written Agreement
: Attorney for Plaintiff: Perloff, Reid
: & Briskman
: Atty for Defendant: James R. Owen (Bay
: Amount of Claim: \$817.19-A Minette)

7/1/71 Defendant's Plea in Abatement Filed

8/5/71 Plea Confessed
Transferred to Circuit Court, Baldwin County, Alabama

Thomas F Sweeney

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ABOVE
STYLED CAUSE, AS IT APPEARS ON RECORD AND IN THE FILES OF THE COURT OF GENERAL
SESSIONS OF MOBILE COUNTY, ALABAMA.

WITNESS MY HAND THIS 6 DAY OF AUGUST, 1971.

J. D. Richardson

Clerk of the Court of General Sessions,
Mobile County, Alabama

COST BILL*Perloff, Reid & Bresnahan*
ATTORNEYS FOR PLTF:—

General Sessions (Civil Div.) Court of Mobile, Mobile County Court House, Mobile, Ala.

Chrysler Credit Corporation, a corp

Plaintiff

Troy H. Prim

Defendant

CASE NO.

97795

Garnishee

COURT FEES

Summons and proceedings thereon to judgment

\$1.00

Docketing each cause

.10

Law Library Fee

1.00

Garnishment

TOTAL \$

SHERIFF'S FEES

Levying Attachment

6.00

Entering and returning same

.25

Summoning Garnishee and making return

1.50

Serving Summons and other mesne process, and returning the same

1.50

Collecting execution for costs only

1.50

Serving any summons not herein provided for, and making return

1.50

TOTAL \$

GRAND TOTAL \$

13.55

I respectfully call your attention to the above Court Cost Bill which if not paid by _____,
 19*71*____, it will be my unpleasant duty to issue execution on your property for the recovery of the same.

J. D. Richardson, Clerk

TRANSFER

NOTICE of ~~THE~~

STATE OF ALABAMA,
MOBILE COUNTY

Chrysler Credit Corporation, a corporation

Plaintiff

VS.

Troy H. Prim

Defendant

To Troy H. Prim, the defendant

in said Cause:

You are hereby notified that.....Chrysler Credit Corporation, a corporation

the Plaintiff in the above entitled cause has prayed and obtained a transfer to the Circuit Court of Baldwin County, Alabama from the ~~County of Mobile~~ COURT OF GENERAL SESSIONS OF MOBILE COUNTY, and having complied with the requirements of the law in such cases made and provided, the same has been granted to the next term of the CIRCUIT COURT of ~~Mobile~~ Baldwin County, to be held for said County, you are hereby notified accordingly.

Given under my hand this the 6 day of August 1971

Clerk, Court of General Sessions of Mobile County, Civil Division

Case No. 97795

Chrysler Credit Corporation, a
corporation

Plaintiff,

VS

Troy H. Prim

Defendant.

NOTICE OF ~~RECEIVED~~ TRANSFER

Returnable To The Circuit Court of
Baldwin County

Issued: August 6, 1971

Serve On: Troy H. Prim
701 East Jefferson Street
Foley, Alabama

FILED

AUG 9 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

1
0866

TRANSFER

NOTICE of ~~APPEAL~~ TRANSFER

STATE OF ALABAMA,)
MOBILE COUNTY)

Chrysler Credit Corporation, a corporation

Plaintiff

VS.

Troy H. Prim

Defendant

To **Troy H. Prim, the defendant**

in said Cause:

You are hereby notified that **Chrysler Credit Corporation, a corporation**

the **Plaintiff** in the above entitled cause has prayed and obtained a transfer to the Circuit Court of Baldwin County, Alabama ~~from the~~ ~~Judges of the~~ ~~COURT OF GENERAL SESSIONS OF MOBILE COUNTY,~~ and having complied with the requirements of the law in such cases made ~~and~~ ^{Baldwin} provided, the same has been granted to the next term of the CIRCUIT COURT of Mobile County, to be held for said County, you are hereby notified accordingly.

Given under my hand this the 6 day of August 1971

J. D. Richardson

Clerk, Court of General Sessions of Mobile County, Civil Division

9980
Case No. 97795

Chrysler Credit Corporation, a
corporation

Plaintiff,

VS

Troy H. Prim

Defendant.

NOTICE OF ~~APPEARANCE~~ TRANSFER

Returnable To The Circuit Court of
Baldwin County

Issued: August 6, 1971

Serve On: Troy H. Prim
701 East Jefferson Street
Foley, Alabama

AUG 12 1971

Received 12 day of Aug 19 71
and on Sept 3 day of 1971
I served a copy of the within Not. of Transfer
on Troy H. Prim
By service on Troy H. Prim
TAYLOR WILKINS, Sheriff
By Shogor Wilkins

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 1 PROCESS(ES) AND
TRAVEL EXPENSE ON EACH OF \$ 72
PROCESS(ES) OR A TOTAL OF \$ 72

REC'D SHERIFF
BALDWIN COUNTY, ALA
AUG 6 4 45 PM '71

CHRYSLER CREDIT CORP-)
ORATION, a corporation,

Plaintiff,

vs.

TROY H. PRIM,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

Case No. 9980

Comes now the plaintiff in the above styled cause and shows unto this Honorable Court that on to-wit: the 14th day of March, 1972, the above styled cause was dismissed for want of prosecution; and plaintiff moves this matter be reinstated on the trial docket and for reason therefore says as follows: that at the time this case was set for trial, the attorney handling the case was engaged in a special session of the legislature and because of his attendance at the special session, was prevented from being in Court.

WHEREFORE, plaintiff prays that the above captioned cause be reinstated on the trial docket.

Mary W. Pugh
Attorney for Plaintiff

CERTIFICATE OF SERVICE
I do hereby certify that I have on this 29
day of March 1972 served a
copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same
by United States mail, properly addressed, and
first class postage prepaid.

FILED

MAR 30 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

PERLOFF, REID & BRISKMAN

ATTORNEYS AT LAW

267 ST. ANTHONY STREET

MOBILE, ALABAMA 36603

MAYER W. PERLOFF
T. DWIGHT REID
DONALD M. BRISKMAN
ARTHUR B. BRISKMAN

AREA CODE 205
TELEPHONE 433-6412

August 10, 1976

Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Chrysler Credit Corporation
vs. Troy H. Prim
(Mobile County Court of General
Sessions #97795, transferred to
Baldwin County 8/6/71)

Dear Sirs:

Please dismiss the above captioned matter without prejudice
on motion of the plaintiff. Please send us your bill of costs.

Very truly yours,

Arthur B. Briskman (Abb)
ARTHUR B. BRISKMAN

ABB/sjm