

STATE OF ALABAMA )  
BALDWIN COUNTY ) . . . . . IN THE CIRCUIT COURT . . LAW SIDE . .

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon FREDERICK M. LOTT to appear before the Circuit Court of Baldwin County, Alabama, at the place of holding same and plead, answer or demur, within thirty days from service hereof to the complaint of J. M. LEE CHEVROLET-OLDS, INC., a corporation.

WITNESS my hand this 10 day of Aug., 1971.

Eunice B. Blackmon  
Clerk

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J. M. LEE CHEVROLET-OLDS, INC., )	IN THE CIRCUIT COURT OF
a corporation, )	
Plaintiff, )	BALDWIN COUNTY, ALABAMA
vs. )	AT LAW
FREDERICK M. LOTT, )	
Defendant. )	CASE NO. <u>9983</u>

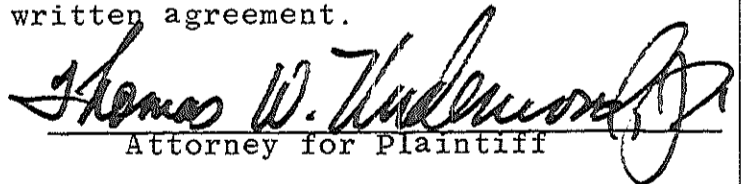
Plaintiff claims of the Defendant the sum of One Thousand, One Hundred Forty-three and 91/100 Dollars (\$1,143.91) damages for the breach of a written agreement entered into by the Defendant on, to-wit: December 15, 1969, by which he promised to pay to J. M. LEE CHEVROLET-OLDS, INC., a corporation, the sum of, to-wit: One Thousand, One and 72/100 Dollars (\$1,001.72) every six months commencing on, to-wit: June 15, 1970, and continuing on the same day of each six month interval thereafter until the full amount of, to-wit: Four Thousand, Six and 88/100 Dollars (\$4,006.88) 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.

The Plaintiff avers that heretofore on, to-wit: August 28, 1970, General Motors Acceptance Corporation, for valuable consideration received from the Plaintiff, assigned and transferred any claim or interest the said General Motors Acceptance Corporation had to any unpaid balance upon the purchase price of said automobile to the Plaintiff.

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: Four Thousand, Six and 88/100 Dollars (\$4,006.88); 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: Two Thousand, Eight Hundred Sixty-two and 92/100 Dollars (\$2,862.92) 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: One Thousand, One Hundred Forty-three and 91/100 Dollars (\$1,143.91) remains due and unpaid from, to-wit: July 27, 1970.

Plaintiff claims the additional sum of, to-wit: Two Hundred Twenty-eight and 60/100 Dollars (\$228.60) as a reasonable attorney's fee, as provided for in said written agreement.

  
Attorney for Plaintiff

Defendant may be served:

Route 1, Box 65B  
Robertsdale, Alabama

**FILED**

AUG 10 1971

EUNICE B. BLACKMON CIRCUIT CLERK

9983

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J. M. Lee Chevrolet  
Wholesale Inc.

vs.

Frederick M. Lott  
R. Dale

Rosenton school

AUG 11 1971

TAYLOR WILKINS  
SHERIFF

FILED

AUG 10 1971

EUNICE B. BLACKMON  
CIRCUIT CLERK

Chason & Lenclewood

Sheriff claims 50 miles at  
Ten Cents per mile Total \$ 5.00  
TAYLOR WILKINS, Sheriff  
BY Sharon  
DEPUTY SHERIFF

Received 11 day of August 19 71  
and on 17 day of Sept. 19 71  
I served a copy of the within Order  
on Frederick M. Lott  
By service on \_\_\_\_\_  
\_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By H. H. Greene D.S.

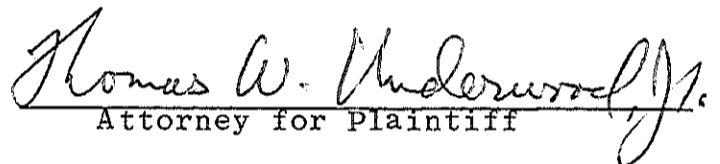
Samuel T.  
Rosenton

J. M. LEE CHEVROLET-OLDS, INC., )  
a corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
FREDERICK M. LOTT, )  
 )  
Defendant. )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW  
CASE NO. 9983

MOTION FOR DEFAULT JUDGMENT

Comes the Plaintiff in the above styled cause and files this its motion for default judgment for the amount sued for against the Defendant on the grounds that more than thirty (30) days have elapsed since service of the summons and complaint upon said Defendant and that said summons was duly served according to law and that said Defendant has failed to answer, plead, or demur to the Complaint in this cause.

  
Attorney for Plaintiff

CECIL G. CHASON

*Attorney at Law*

THOMAS W. UNDERWOOD, JR.  
ASSOCIATE

P. O. DRAWER 458  
216 W. LAUREL AVENUE  
FOLEY, ALABAMA 36535  
PHONE 205/943-3171

August 6, 1971

Mrs. Eunice B. Blackmon  
Clerk of Court  
Bay Minette, Alabama 36507

Re: J. M. Lee Chevrolet-Olds, Inc.  
vs. Frederick M. Lott

Dear Mrs. Blackmon:

I am enclosing Summons and Complaint in the above  
styled cause. Please file.

Sincerely,



Thomas W. Underwood, Jr.

TWU, Jr/jc  
Encl.

998<sup>3</sup>