

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Ted Hernandez 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 the same, then and there to answer the complaint of Auto-Lec Stores, Inc., a corporation.

WITNESS my hand this 4 day of October, 1971.

Eunice B. Blackburn
Clerk

Defendant resides at Robertsdale, Alabama.

* * * * *

AUTO-LEC STORES, INC.,
a corporation,

Plaintiff,

VS.

TED HERNANDEZ,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

10,055

C O M P L A I N T

COUNT ONE

The plaintiff claims of the defendant Five Hundred Ninety-seven and 24/100 Dollars (\$597.24) balance due by promissory note made by him on the 10th day of June, 1969, and payable in 12 installments, the first of which was to be made on August 10, 1969, and a like amount on the 10th day of each month thereafter until the full amount had been paid, with interest thereon. Plaintiff avers that in and by the terms of said note, the defendant agreed to pay a reasonable attorney's fee if the note was placed in the hands of an attorney for collection. Plaintiff avers that a reasonable attorney's fee is \$75.00 and which it herewith claims.

COUNT TWO

The plaintiff claims of the defendant One Hundred Twenty and 19/100 Dollars (\$120.19) due from him by account on the 16th

day of June, 1970, which sum of money, with the interest thereon, is still unpaid.

COUNT THREE

The plaintiff claims of the defendant Two Thousand Two Hundred Twenty-five and 33/100 Dollars (\$2,225.33) due from him by account on the 16th day of June, 1970, which sum of money, with the interest thereon, is still unpaid.

COUNT FOUR

The plaintiff claims of the defendant Nine Hundred Twenty-five and 90/100 Dollars (\$925.90) due from him by account on the 16th day of June, 1970, which sum of money, with the interest thereon, is still unpaid.

COUNT FIVE

The plaintiff claims of the defendant the sum of Five Thousand Eight Hundred Seventy-nine and 85/100 Dollars (\$5,879.85) for that theretofore on to-wit, June 13, 1969, the plaintiff and the defendant entered into an agreement whereby the defendant agreed to buy merchandise from the plaintiff and sell to customers at retail and take in return therefor retail contracts which were assigned to plaintiff and the said defendant did buy said merchandise and sell same to defendant's customers and took in return therefor conditional sales contracts which were assigned to plaintiff and guaranteed by the defendant. Plaintiff avers that all of the said customers for which this suit is brought have defaulted in their said payments and the amount claimed hereunder is due and payable, together with interest thereon, from the said defendant. Plaintiff avers that in and by the terms of the said agreement, the defendant agreed to pay a reasonable attorney's fee in the event it became necessary to place the said contract or guarantee arising under said contract in the hands of an attorney for collection and plaintiff avers that a reasonable fee for the plaintiff's attorney be \$900.00 and which it herewith claims.

FILED

OCT 4 1971


Attorney for Plaintiffs

001 4 1934

FILED

Attorney for Plaintiff

and which is herewith claimed.

avere that a reasonable fee for the plaintiff's attorney be \$200.00
contract in the hands of an attorney for collection and plaintiff
necessary to place the said contract or guarantee arising under said
agreed to pay a reasonable attorney's fee in the event it became
avere that in and by the terms of the said agreement, the defendant
together with interest thereon, from the said defendant. Plaintiff
said payments and the amount claimed hereunder is due and payable,
customers for which this suit is brought have defaulted in their
guaranteed by the defendant. Plaintiff avers that all of the said
conditional sales contracts which were assigned to plaintiff and
and sell same to defendant's customers and took in return therefor
assigned to plaintiff and the said defendant did pay said merchandise
retail and take in return therefor retail contracts which were
to pay merchandise from the plaintiff and sell to customers at
the defendant entered into an agreement whereby the defendant agreed
for that wherefore to-wit: June 13, 1930, the plaintiff and
Thousand Eight Hundred and twenty-nine and 82/100 Dollars (\$2,820.82)
The plaintiff claims of the defendant the sum of five
thousand and no/100 Dollars (\$5,000.00) which and of money, with the interest
on the total of June, 1930, and of money, with the interest
Twenty-five and 00/100 Dollars (\$25.00) due from him by account
The plaintiff claims of the defendant nine Hundred
the interest thereon, is still unpaid.
by account on the 10th day of June, 1930, which sum of money, with
Hundred Twenty-five and 33/100 Dollars (\$2,532.33) due from him

The plaintiff claims of the defendant two Thousand Two

COUNT THREE

is still unpaid.

day of June, 1930, which sum of money, with the interest thereon,

Gull Baldwin
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~~Red Mercury~~
~~4/5~~
moved to
SAN PEDRO
HENDURAS
COUNT FIVE
COUNT FIVE
COUNT FIVE

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

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WITNESS my hand this 4 day of October, 1971.

Emilio B. Blackburn
Clerk

Defendant resides at Robertsdale, Alabama.

* * * * *

AUTO-LEC STORES, INC.,)	
a corporation,)	
)	
Plaintiff,)	IN THE CIRCUIT COURT OF
)	
VS.)	BALDWIN COUNTY, ALABAMA
)	
TED HERNANDEZ,)	AT LAW
)	
Defendant.)	10,055

C O M P L A I N T

COUNT ONE

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COUNT FOUR

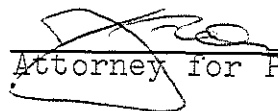
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FILED

OCT 4 1971


Attorney for Plaintiffs

Received 4 day of Oct 1971

and on _____ day of _____ 19____

I served a copy of the within _____

on Ed. Hernandez

Returned 7 day of July 1972

Not found in my county after diligent search and inquiry

By Taylor Wilkins, Sheriff

Deputy Sheriff

D. S.

Deputy Sheriff

Sheriff claims _____ miles

Ten Cents per mile Total \$ _____

TAYLOR WILKINS, Sheriff

BY _____

DEPUTY SHERIFF

Returned 7 day of Oct 1971

Not found in my county after diligent search and inquiry

By Taylor Wilkins, Sheriff

Deputy Sheriff

D. S.

Deputy Sheriff

D. S.

Deputy Sheriff

D. S.

Deputy Sheriff

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Deputy Sheriff

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Deputy Sheriff

D. S.

Deputy Sheriff

D. S.

Deputy Sheriff

D. S.

Auto-Lec Stores Inc
vs
Ed Hernandez
915 Carlisle Way.
Mobile

RECEIVED

JUL 7 1972

TAYLOR WILKINS
SHERIFF

OCT 4 1971

TAYLOR WILKINS
SHERIFF

FILED

OCT 4 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

James R. Owen

RETURNED 7-13-72
Not found in my County after diligent search and inquiry.
RAY D. BRIDGES, Sheriff
By [Signature] D.S.