

STATE OF ALABAMA
COUNTY OF BALDWIN

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON KATIE D. GATES, TO APPEAR AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY DAYS FROM THE DATE HEREOF OF THIS SERVICE, TO A BILL OF COMPLAINT FILED AGAINST HIM IN THE CIRCUIT COURT, AT LAW, FOR SAID COUNTY AND SAID STATE BY THE ALABAMA FARM BUREAU MUTUAL CASUALTY INSURANCE CO., INC..

HEREIN FAIL NOT, DUE RETURN MAKE OF THIS WRIT AS THE LAW DIRECTS.

WITNESS MY HAND THIS THE 27 DAY OF Jan., 1972.

Eunice B. Blackmon
CLERK

ALABAMA FARM BUREAU MUTUAL
CASUALTY INSURANCE CO., INC.

PLAINTIFF

VS

KATIE D. GATES

DEFENDANT

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO: 10,212

COUNT ONE:

PLAINTIFF CLAIMS OF DEFENDANT THE SUM OF ONE THOUSAND SIX HUNDRED SIXTEEN AND 69/100 (\$1,616.69) DOLLARS, DUE BY PROMISSORY NOTE MADE BY HER ON, TO-WIT, APRIL 27, 1970, WHICH SUM OF MONEY, WITH INTEREST THEREON, IS DUE AND UNPAID; AND PLAINTIFF AVERS THAT IN AND BY THE TERMS OF SAID NOTE, THE DEFENDANT WAIVED ALL RIGHTS OF EXEMPTION UNDER THE LAWS OF THE STATE OF ALABAMA, AND PLAINTIFF CLAIMS THE BENEFIT OF SAID WAIVER; PLAINTIFF CLAIMS ADDITIONAL SUM OF \$240.00 AS A REASONABLE SUM AS ATTORNEY FEES FOR BRINGING THIS SUIT FOR THAT THE DEFENDANT IN AND BY THE TERMS OF SAID NOTE AGREED TO PAY A REASONABLE ATTORNEY FEE, AND PLAINTIFF AVERS THAT SAID AMOUNT IS A REASONABLE ATTORNEY FEE FOR THE BRINGING AND PROSECUTING OF THIS SUIT.

FILED

JAN 27 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

BAILEY & TAYLOR

BY *Floyd E Taylor*
ATTORNEY FOR PLAINTIFF

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CASE NO: 10,212
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

ALABAMA FARM BUREAU MUTUAL
CASUALTY INSURANCE CO., INC.

PLAINTIFF

Vs.

KATIE D. GATES

DEFENDANT

*SA
Giles*

JAN 27 1972

TO ANY SHERIFF OF THE
STATE OF ALABAMA:

DEFENDANT MAY BE SERVED
CARE OF

GENERAL DELIVERY
SPANISH FORT, ALABAMA

FILED

JAN 27 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

by *W. C. Giles* Sheriff
Ten Cents per Page Total 0.75 Dues at
TAYLOR WILKINS, Sheriff
City of Baldwin

Received 27 day of Jan. 19 72
and on 29 day of Jan. 19 72
I served a copy of the within SFC
on Katie D. Gates

By service on KATIE D. GATES
TAYLOR WILKINS, Sheriff
City of Baldwin D. S.

\$ 2970.00

Montgomery, Ala., April 27, 19 70

FOR VALUE RECEIVED, the undersigned promises to pay to the order of

ALABAMA FARM BUREAU MUTUAL CASUALTY INSURANCE CO., INC.

the sum of Twenty-Nine Hundred Seventy and 00/100-----DOLLARS in Lawful Money of the United States at Alabama Farm Bureau Mutual Casualty Insurance Co., Inc., Montgomery, Ala., said indebtedness being payable in

30 monthly installments as follows: 30 installments of \$ 99.00 and installments of \$ _____

beginning 6-3-70 and same day of each and every month thereafter until \$ 2970.00 shall have been paid with interest after maturity at the maximum legal contract rate.

All parties liable hereon, whether makers, endorsers, sureties, or guarantors, agree, each for himself, if this note does not bear interest on its face, to pay a discount rate thereon of _____ per cent per annum until maturity. All parties liable hereon, whether makers, endorsers, sureties, or guarantors, hereby severally waive, each for himself, as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the makers, endorsers, sureties, and guarantors of this note severally waive demand, presentment, protest, notice of dishonor and protest, suit, and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension; and hereby declare and contract with the payee or holder hereof that there is no contract or understanding made or had by them, or either of them, with the payee, or any other person, which in any manner limits or affects their liability on this paper.

In case default shall be made in the payment of any one of said installments, or in case of the violation of any of the terms or provisions of this note, then the remaining unpaid installments shall immediately thereupon become due and payable at the option of the holder of this note, and the holder shall have the right at its option to proceed immediately for the collection of the unpaid installments thereof, together with interest thereon.

It is understood and agreed that a late charge of five cents per dollar will be paid by the maker(s) on each installment more than fifteen days in arrears.

In witness whereof, I _____ have hereunto set My hand _____ and seal _____, on the day and date above written.

Address

Phone No.

Bus. _____

Res. _____

Bus. _____

Res. _____

Bus. _____

Res. _____

Kathie D. Gates (L. S.)

FILED

JAN 4 1974

APR 28 1970

EUNICE B. BLACKMON CLERK

We, the endorsers hereof, severally waive all rights to exemption under the Constitution and Laws of this or any other State, and agree to pay a reasonable attorney's fee for collecting or attempting to collect this note; and also waive demand, notice of dishonor, presentment, protest and notice thereof, and all other requirements necessary to hold us and each of us. We further agree to be bound by all the terms and obligations contained and expressed in the face of this note, and that any and all payments made by, or extensions granted to the maker and/or endorser, shall extend or toll the statute of limitations as to all endorsers the same as to the maker.

In witness whereof _____ have hereunto set _____ hand _____ and seal _____ on the day and date of this instrument.

(L. S.)

(L. S.)

ALABAMA FARM BUREAU MUTUAL)
CASUALTY INSURANCE CO., INC.)
)
Plaintiff,)
)
vs.)
)
KATIE D. GATES,)
)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 10,212

PLEA

Comes the Defendant, Katie D. Gates, by her attorney, Thomas W. Underwood, Jr., and in answer to the Complaint in the above styled cause, says as follows:

That the promissory note described in the Complaint was executed by the Defendant for the purpose of purchasing an automobile and that said automobile has been repossessed by the Plaintiff and the Defendant is not informed as to what disposal has been made of said automobile. Since the Complaint does not reflect whether the Plaintiff has sold the automobile after repossession and also fails to show if the automobile was sold, what credit, if any, has been made on the unpaid balance that was due on the promissory note at the time of the repossession of the automobile, the Defendant avers that because of the Plaintiff's repossession of the automobile, the Plaintiff's suit on the promissory note is incorrect and improper and should be in the nature of a suit for deficiency reflecting the repossession of the automobile, the manner of its sale, the amount of the purchase price deriving from the sale, and the proper credit to the unpaid balance. Defendant therefore shows that the Plaintiff should not be allowed to proceed in this manner and prays that their action be abated or barred and that the Plaintiff not be allowed to proceed thereunder.



Attorney for Defendant

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned authority, personally appeared Katie D. Gates, who is known to me and who, being by me first duly

sworn, deposes and says: That she has read the foregoing Plea and that the matters set out therein are true and correct.

Katie D. Gates
Katie D. Gates

Sworn to and subscribed before me on this 10th day of MARCH, 1972.

Thomas W. Underwood, Jr.
Notary Public, Baldwin County
State of Alabama

FILED

MAR 14 1972

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 10th 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.

EUNICE B. BLACKMON CIRCUIT CLERK

Thomas W. Underwood, Jr.

10,212-

STANDARD OF FINANCIAL

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10,212-

ALABAMA FARM BUREAU MUTUAL
CASUALTY INSURANCE CO., INC.,

Plaintiff,

vs.

KATIE D. GATES,

Defendant.

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IN THE CIRCUIT COURT OF

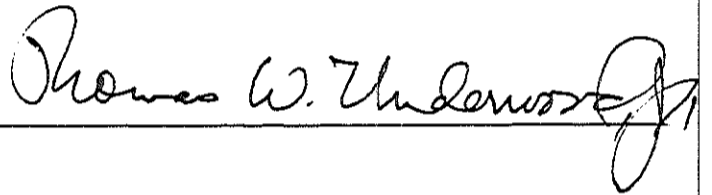
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 10,212

NOTICE OF WITHDRAWAL

Comes now Thomas W. Underwood, Jr., the attorney of record for Katie D. Gates in the above styled cause, and gives written notice to this Honorable Court of my withdrawal as the attorney for the Defendant and assume no responsibility for the interest of the Defendant in this matter.



FILED

DEC 10 1973

EUNICE B. BLACKMON CIRCUIT
CLERK