

GENERAL ELECTRIC CREDIT
CORPORATION, a corporation,

Plaintiff

vs.

BRYANT ANDERSON,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 10,326

Plaintiff claims of the defendant the sum of \$ 966.02

for that heretofore on to-wit: 11-3-70 the defendant for a valuable
consideration, executed a written conditional sales contract, a copy of
said instrument is attached hereto and made a part hereof, wherein he
agreed to pay Baldwin's Furniture Company the sum of \$ 834.96
in installments of \$ 23.11 per month, including interest, commencing
on the to-wit: 12-3-70.

Plaintiff avers that defendant defaulted in payment thereunder on
to-wit: 11-18-71 and pursuant to the terms of said
conditional sales contract the plaintiff herein declared the entire
balance due and owing. Plaintiff further alleges that the defendant waived
all right or claim of exemption under the Constitution and Laws of the
State of Alabama and agreed to pay a reasonable attorney's fee in the event
employment of an attorney was necessary for the collection, which said
attorney's fee plaintiff claims in the amount of \$ 161.00, which is
20 per cent of \$ 805.02, and plaintiff avers that same is
reasonable.

WHEREFORE, plaintiff claims of the defendant \$ 805.02
plus interest, plus attorney's fee in the amount of \$ 161.00, as
aforesaid.

PERLOFF, REID & BRISKMAN

BY: T. Dwight Reid
Attorney for Plaintiff

Defendant may be served:
6 South Summit St.
Fairhope, Ala.

FILED

MAR 30 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

365923

For Office Use Only

ADDRESS
OF
BUYER

Name

Address

City

State

Zip
Code

36572

Tel. No.

Tel. No.

Account No.

Home

Bus.

7-28591

Undersigned Seller sells and undersigned Buyer (if more than one, jointly and severally) purchases, subject to the terms and conditions as set forth on both sides hereof the Merchandise described below, to be kept at the above address. Buyer acknowledges that Seller has offered to sell the below described Merchandise for the cash sale price indicated but Buyer has elected to purchase on the terms and upon the conditions of this agreement. Seller hereby acquires a purchase money security interest in the Merchandise sold hereunder in accordance with the Uniform Commercial Code to secure the Buyer's payment of the TOTAL OF PAYMENTS and other charges if applicable, pursuant to this agreement. Buyer certifies the credit information submitted by him is complete and correct.

Buyer agrees to pay the

Total of Payments in consecutive monthly installments beginning one month from the date of execution hereof unless a different first payment date is inserted at this point.

Each installment shall be in the amount of

EXCEPT the final installment which shall be \$

payments to be made at the place designated by Seller or his assignee.

FINANCE CHARGE begins

to accrue upon the date of this agreement or upon a later date if such date is inserted hereafter.

Merchandise in which
Security Interest is providedNew or
Used

Model

Serial No.

Price

1. Cash Price

Cash Down Payment \$

Trade-In \$

(Described below)

2. Total Down Payment \$

3. Unpaid Balance Of Cash Price \$

4. Other Charges

a. Insurance (For term of this contract)

*Life \$

*Acc. And Health \$

Property \$

b. Official Fees /

Filing Ins. Premium \$

Total Other Charges \$

5. Amount Financed (3 plus 4) \$

6. FINANCE CHARGE \$

7. Total Of Payments (5 plus 6) \$

8. Deferred Payment Price \$

(Sum of 1, 4 & 6)

ANNUAL PERCENTAGE RATE

12.99%

Description of trade in

*Name of Buyer Proposed for Insurance

Age

("Buyer" designated must be contract signer or her husband)

Complete only if such person is less than age 65 on date of this contract and a charge for life insurance only or both life insurance and accident and health insurance is included. If Buyer is a corporation, no charge for any insurance should be included. See Notice of Proposed Group Insurance on the reverse side hereof.

Buyer acknowledges and confirms, with respect to ANY insurance purchased hereunder and for which the cost thereof is set forth under item 4a above, that, a) the purchase of such insurance is voluntary and not required by the Seller in the extension of credit; b) Buyer's decision to purchase such insurance was made after disclosure to him of the costs thereof, which are Life \$, Accident and Health \$, and Property \$; and c) Buyer was provided with the opportunity to obtain property insurance from or through another person of his own choice other than the Seller.

Signature of Buyer

Date

Time is of the essence hereof. In addition to the regular installment, Buyer agrees to pay as a delinquency and collection charge or each installment in default for 10 days or more, 5% of each such installment, subject to a minimum charge of \$1.00. Buyer also agrees, if this contract is referred to an attorney to effect collection, to pay court costs plus reasonable attorneys' fees incurred.

Should balance be prepaid in full prior to maturity date, a refund of the unearned portion of the FINANCE CHARGE will be calculated by Rule of 78 after deduction of a \$15 acquisition charge.

Accepted: The foregoing contract is hereby assigned under the terms of the assignment on the reverse side.

Receipt of an executed copy of this

CONDITIONAL SALE CONTRACT is hereby acknowledged.

DEALER

SIGN

HERE

By

Date

(AUTHORIZED REPRESENTATIVE - TITLE)

(S. S.)

Signed

(L. S.) Date

BUYER

SIGN

HERE

Signed

(BUYER)

Seller's Address

Witness

BUYER'S NAME

1. ADDRESS

2. PHONE

3. MARRIED ☐ DIVORCED ☐ NO. OF CHILDREN4. SINGLE ☐ WIDOW(ER) ☐ 5. YRS.

6. LANDLORD OR MORTGAGEE

7. ADDRESS

8. MORT. PAYT.

9. PREVIOUS ADDRESS

10. OR RENT \$

11. HOW LONG

12. HUSBAND'S EMPLOYER (IF MILITARY—LIST BRANCH & SER. NO.)

13. YRS.

14. ADDRESS

15. PHONE

16. SALARY

17. PREVIOUS EMPLOYER

18. ADDRESS

19. HOW LONG

20. WIFE'S OCCUPATION & SOC. SEC. NO.

21. SALARY

22. YRS.

23. HUSBAND'S OR WIFE'S NEAREST RELATIVE AND ADDRESS

24. RELATION

25. YRS.

26. BANK

27. BRANCH

28. CHECKING ☐ SAVINGS ☐

29. MAKE & YEAR OF CAR

30. DRIVER'S LIC. NO.

31. AUTO REG. NO.

32. FINANCED THRU

33. CREDIT ESTABLISHED AT

34. DATE OPENED

35. ORIGINAL BALANCE

36. PRESENT BALANCE

37. TERMS

38. MONTHS

39. @ \$ PER MO.

40. AMOUNT PAID DUE

41. PAYING RECORD

42. GECC ACCT. NO.

43. ACTIVE CREDIT CARDS & ACCT. NOS.

44. Name of Dealer

45. New Acct. #

46. A/C #

47. DLR #

48. TB

49. BAL.

50. L/C

51. SHTG.

52. OP

53. RP

54. DUE

55. HISTORY

56. C/S

57. Approved

58. Approved

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 10,326

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Bryant Anderson

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

Bryant Anderson Defendant.....

by General Electric Credit Corp. a corp. Plaintiff.....

witness my hand this 30th day of March 19 72

Eunice B. Blackmon Clerk

No. 10,326

Page.....

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

GENERAL ELECTRIC CREDIT CORP. A CORP.

Plaintiffs

VS.

BRYANT ANDERSON

6-Summer St. Defendants

SUMMONS AND COMPLAINT

Filed March 30, 1972

Eunice B. Blackmon Clerk

MAR 30 1972

TAYLOR
SHERIFF

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

MAR 30 1972

19.....

TAYLOR
SHERIFF

Sheriff

I have executed this summons

this 31 MARCH 1972

by leaving a copy with

Bryant Anderson

Sherriff claims 70 miles at

Ten-Conto-pur 1700

TAYLOR WILKIN, Sheriff

BY W. Crank

DEPUTY SHERIFF

Sherriff

W. Crank

Deputy Sheriff

No. 10,326

Page.....

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

GENERAL ELECTRIC CREDIT CORP. A CORP.

Plaintiffs

VS.

BRYANT ANDERSON

6-S-Summit St. Defendants

SUMMONS AND COMPLAINT

Filed March 30, 1972

Eunice B. Blackmon Clerk

MAR 30 1972

TAYLOR WILKINS
SHERIFF

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

MAR 30 1972

19.....

TAYLOR WILKINS
SHERIFF

Sheriff

I have executed this summons

this 31 MARCH 1972

by leaving a copy with

Bryant Anderson

Sheriff claims 70 miles at

Ion-Gento port with 700

TAYLOR WILKINS Sheriff

BY W. Crook

DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. Crook Deputy Sheriff

GENERAL ELECTRIC CREDIT CORPORA-
TION, a corporation,

Plaintiff

vs

BRYANT ANDERSON,

Defendant

* IN THE CIRCUIT COURT OF

* BALDWIN COUNTY, ALABAMA

* AT LAW

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*

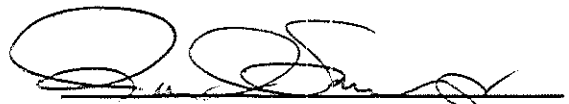
Case No. 10,326

Comes now the defendant and files the following separate
and several pleas to the plaintiff's complaint and says as
follows:

PLEA 1. The defendant pleads the general issue.

PLEA 2. The defendant says that he is not indebted
to the plaintiff in the amount sued for.

PLEA 3. The defendant says that he is not indebted
to the plaintiff in the amount sued for and has paid and is
entitled to more credit than that allowed by the said plain-
tiff.



FRED F. SMITH, JR.
Attorney for Defendant
P.O.Box 487
Fairhope, Alabama 36532

ATTORNEY FOR PLAINTIFF:

T. Dwight Reid

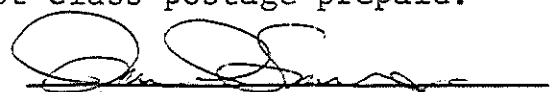
CERTIFICATE OF SERVICE

I hereby certify that I have on this 7th day of April, 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

APR 12 1972

EUNICE B. BLACKMON CIRCUIT
CLERK


Fred F. Smith, Jr.

FROM

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

PERLOFF, REID & BRISKMAN

Attorney at Law

257 ST. ANTHONY STREET

MOBILE, ALABAMA 36603 • TELEPHONE 433-5412

SUBJECT:

FOLD HERE

DATE

3-27-72

MESSAGE

Please file the enclosed suits in the Circuit Court of Baldwin County.

*Please Note that Defendants Name
Has Not been entered on style of case*

SIGNED

T. Dwight Reid

DATE

REPLY

Sorry about that!

10,326

SIGNED

RECIPIENT: RETAIN WHITE COPY, RETURN PINK COPY