Beckerle & Erwin
ATTORNEYS AT LAW

ROBERT A. BECKERLE
CHARLES H. ERWIN
THOMAS P. DOYLE

SUITE 808 FIRST FEDERAL TOWER
MOBILE, ALABAMA 36606
AREA 205 - 471-6276

HORN BUILDING
BAYOU LA BATRE, ALA. 36509
824-4292 - SAT. ONLY

June 15, 1972

Ms. Eunice B. Blackmon
Circuit Court Clerk
Baldwin County
Bay Minette, Alabama 36507

Re: Saladmaster Franchise Sales
of Ala., Inc.
vs.
Fred E. & Emogene H. Stevenson
Case No. 10,392

Dear Ms. Blackmon:

Enclosed is a Motion for Judgment by Default against the Defendants in the above styled case. According to the card which you were kind enough to provide me, the 30 days from date of service upon the Defendants expired on June 15, 1972. Also enclosed, to allow entry of judgment, is the original signed contract, together with a photocopy of the ledger sheet of my client showing a balance owed.

Please let me know if any further information is required. Your cooperation will be greatly appreciated.

Yours very truly,

Charles H. Erwin

CHE:sde

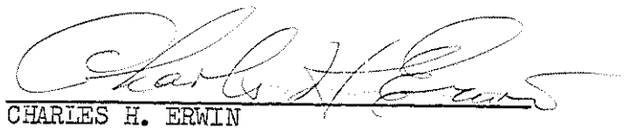
Enclosures

SALADMASTER FRANCHISE SALES OF ALA., INC., a corporation,	*	IN THE CIRCUIT COURT OF
Plaintiff.	*	BALDWIN COUNTY, ALABAMA
-vs-	*	
FRED E. STEVENSON and EMOGENE H. STEVENSON,	*	AT LAW
Defendants.	*	CASE NUMBER: 10,392

MOTION FOR JUDGMENT BY DEFAULT

Comes now the Plaintiff in the above styled cause and shows unto the Court that for a period of time exceeding thirty (30) days from the date of personal service upon each of the named Defendants herein, each of said named Defendants has failed to file pleadings or otherwise respond to the complaint filed herein.

WHEREFORE, Plaintiff moves the Court to enter judgment by default against each of the defendants, jointly and severally, in the amount of $411.67, without waiver of exemption and Plaintiff hereby agrees to waive its request for interest.



CHARLES H. ERWIN
Attorney for Plaintiff

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

DATE OF ORDER	TO BE DELIVERED	TYPE OF ORDER	CHOICE OF MONTHLY PAYMENT	REG. NO.
10 15 70	10 16 70	CASH / BUDGET / LAYAWAY (CIRCLE ONE)	1ST / 15TH (CIRCLE ONE)	2519 DO NOT WRITE HERE

(ALLOW 30 DAYS FROM DATE OF ORDER FOR DELIVERY)

MRS. MR. MISS Fred E. Stevenson PHONE

* STREET 824 Morrow St BOX NO.

CITY Baymettee STATE Ala ZIP 36507

SHIP TO

* STREET BOX NO.

CITY STATE ZIP

* IF ADDRESS IS P. O. BOX OR RURAL ROUTE GIVE DIRECTIONS:

In accordance with the terms and provisions of this combined retail installment contract and security agreement (hereinafter referred to as CONTRACT) and the warranties, covenants, and agreements contained herein, SELLER hereby sells and BUYER hereby purchases from SELLER the below described goods for the DEFERRED PAYMENT PRICE stated below.

SCHEDULE A - DESCRIPTION OF PROPERTY TO BE SOLD

QTY.	COOKWARE & CUTLERY
1	SET # 1

FOR OFFICE USE ONLY

QTY.	CHINA PATTERN	QTY.	FLATWARE PATTERN
	5 Pc. PLACE SETTING		5 Pc. PLACE SETTING
	GROUP A		
	GROUP B		
	OTHER ITEMS Elect Fry Pan		

SCHEDULE B — TERMS OF SALE

1. CASH PRICE $319.95
   LESS TRADE-IN, IF ANY $ —
   BALANCE $319.95
2. SALES TAX $12.80
3. PACKING, SHIPPING, HANDLING $6.00
4. TOTAL CASH PRICE (1+2+3) $338.75
   LESS:
   CASH DOWNPAYMENT $ ~~38.75~~ 00
   TRADE-IN, IF ANY $ —
5. TOTAL DOWNPAYMENT $ ~~38.75~~
6. UNPAID BALANCE OF CASH PRICE (4—5) $ ~~338.75~~
7. C.O.D., IF ANY $38.75
8. AMOUNT FINANCED (6—7) $300.00
9. TOTAL FINANCE CHARGE $90.00

ANNUAL PERCENTAGE RATE OF FINANCE CHARGE, 26.76 %

BEGINNING 30 DAYS PRIOR TO 1ST PAYM'T DATE

10. DEFERRED PAYMENT PRICE (4+9) $ ~~338.75~~
11. TOTAL OF PAYMENTS (8+9) $390.00
    TO BE PAID IN 24 MONTHLY PAYMENTS OF $16.25 EACH, BEGINNING ON 1 Dec 1970 AND PAYABLE ON THE LIKE DATE OF EACH MONTH THEREAFTER UNTIL PAID IN FULL.
12. LATE CHARGES IF MORE THAN 10 DAYS LATE: 5% OF MONTHLY PAYMENT AMOUNT. ($5.00 MAXIMUM)

For value received, BUYER (jointly and severally, if more than one) promises to pay to the order of SELLER in Dallas, Dallas County, Texas, where BUYER hereby expressly agrees the place of performance and venue shall be for all purposes or at such other place as the holder hereof shall designate in writing, the amount shown at **TOTAL OF PAYMENTS** in monthly installments as set forth in Schedule B. BUYER agrees to pay a delinquency charge on each installment in default under this Contract for a period of more than ten (10) days at the rate of five per cent (5%) of such installment, or $5.00 whichever is less, or in lieu thereof, at SELLER'S option, interest after maturity on each such installment not to exceed the highest lawful contract rate.

The maker, signers and endorsers hereof severally waive demand, presentment, notice of dishonor, diligence in collection, notice of protest, and agree to all extensions and partial payments before or after maturity without prejudice to the holder hereof.

BUYER agrees to pay reasonable attorneys' fees if this Contract is referred to an attorney for collection and all court costs and expenses incurred in the enforcement of this Contract.

BUYER hereby grants to SELLER a Security Interest in the above described goods to secure the payment of the amount shown at **TOTAL OF PAYMENTS** as set forth in Schedule B.

BUYER agrees that **THIS CONTRACT MAY BE ASSIGNED** to a bank or finance company and that **BUYER MAY WAIVE HIS RIGHT** to assert any defense or claim which he may have against SELLER, against such bank or finance company, unless within (30) days after mailing of notice to BUYER that this Contract has been assigned, BUYER gives written notice to such assignee bank or finance company of the facts giving rise to such defense or claim.

SELLER and BUYER, as used in this contract, include the heirs, executors, administrators, successors, or assigns of those parties.

BUYER shall be in default under this Contract upon the happening of any of the following events or conditions: Default in any payment due or the performance of any agreement, obligation, covenant or liability contained or referred to herein;

In the event of default, holder hereof may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same and exercise all of the rights and remedies provided hereunder or available to holder by law.

If any of the provisions of this Contract shall for any reason be held to be invalid or unenforceable the remaining portion of this Contract shall remain in full force and effect and shall not be affected by the said invalid portion or provision.

BUYER'S STATEMENT

BUYER'S FULL NAME Fred Eugene Stephenson — AGE 33 — ☑ MARRIED ☐ SINGLE ☐ DIVORCED ☐ WIDOW — LIVES WITH PARENTS — NO. CHILDREN 5 — CODE — DRIVER'S LICENSE NUMBER 2731072 wife — STATE

SPOUSE GIVEN NAME Emogene Stephenson

PREV. ADDRESS 716 Marion St. CITY Bay Minette HOW LONG? 7 yrs. HOW LONG AT PRESENT ADDRESS 4 yrs.

☐ RENT ☑ OWN HOME AMT PAY'T? $96.26 NAME OF LANDLORD OR LIEN HOLDER 1st Federal Savings & Loan ADDRESS 808 Marion St. PHONE

BUYER EMPLOYED BY Kaiser Alum. & Chem. Corp. OCCUPATION Rewinder HOW LONG 6 yrs. SALARY $ $160.00 wk

EMPLOYER'S ADDRESS Bay Minette, Ala. CITY Bay Minette, Ala. EMPLOYER'S TELEPHONE NUMBER

PREVIOUS EMPLOYER Standard Furniture Mfg. Co. PREVIOUS EMPLOYER'S ADDRESS Bay Minette, Ala. HOW LONG 6 yrs.

SPOUSE EMPLOYED BY OCCUPATION SAL. $ HOW LONG

EMPLOYER'S ADDRESS CITY EMPLOYER'S TELEPHONE NUMBER

IF OWNS CAR—MAKE Ford YEAR MODEL 1967 FINANCED BY ADDRESS

DO YOU OWN YOUR OWN FURNITURE? ☑ PAID ☐ FINANCED IF FINANCED BY WHOM ADDRESS

BANKS WITH 1st National BRANCH AND ADDRESS Bay Minette, Ala. CHECKING ☐ SAVINGS ☑ ACCOUNT IN NAME OF Fred & Emogene Stevenson

MILITARY SERIAL NO. SOC. SEC. NO. 424-54-5895 Wife's RANK UNIT ATT'D. TO

NAMES OF STORES, BANKS AND FINANCE COMPANY DEALT WITH	ADDRESS OR BRANCH	ITEMS PURCHASED	ACCT. OPEN	ACCT. CLOSED
Beasley's Foodmart	Bay Minette, Ala.	Groceries	✓	
1st National Bank	Bay Minette, Ala.	Personal		✓
Baldwin Furniture Co.	Bay Minette, Ala.	Furniture		✓

NAMES OF THREE RELATIVES NOT LIVING WITH BUYER	NAME	ADDRESS	CITY	RELATIONSHIP TO BUYER
	Mr. William Stevenson	P.O. Box 747	Bay Minette	Father
	Mr. James A. Hawthorne	712 McGee Ave.	Bay Minette	Father-in-law
	Mr. Willie Edwards Sr.	W. Hurricane St.	Bay Minette	Uncle

NOTICE TO BUYER. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS, OBTAIN A PARTIAL REFUND OF THE TOTAL FINANCE CHARGE BASED UPON THE RULE OF 78. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT. DATED THIS 15 DAY OF Oct, 1970

BY: Salesmaster Inc.
SELLER

M. Ann T. Beard
FRANCHISE DEALER

BUSINESS ADDRESS

Mr. Fred E. Stevenson
BUYER

Mrs. Emogene H. Stevenson
CO-SIGNER — RELATIONSHIP

ADDRESS OF CO-SIGNER

COPY #1—ORIGINAL

ASSIGNMENT

For value received, SELLER hereby sells, assigns, transfers and conveys to _____ hereinafter referred to as ASSIGNEE, all of SELLER'S right, title and interest in and to the foregoing RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT, hereinafter referred to as CONTRACT.

SELLER represents and warrants to ASSIGNEE that said CONTRACT is genuine and that all statements and facts contained therein are true; that the signatures thereon are genuine; that said instrument and the transaction to which it relates was made in full compliance with all applicable federal, state and local laws or regulations; that said CONTRACT was not obtained by and does not involve any fraud or misrepresentations; that the goods sold under said CONTRACT are truthfully described therein; that the terms of said CONTRACT constitute the entirety of the agreement with respect to such sale, there being no special or side agreements for rebate, extension of payment, or other concessions affecting said BUYER'S obligations; that said BUYER does not dispute his obligation to pay the unpaid balance due in accordance with the terms and provisions of said CONTRACT; and that BUYER does not assert any claim under or defense to said CONTRACT.

Upon the breach of any of said representations or warranties, SELLER agrees, upon demand, to purchase this CONTRACT for the amount owing thereon, plus all costs and expenses paid or incurred by ASSIGNEE with respect thereto.

WITHOUT RECOURSE. The foregoing assignment is made without recourse except as to the representations and warranties hereinabove set forth.

WITH RECOURSE. SELLER hereby guarantees unconditionally the payment and prompt and full performance of all of the terms and conditions of the foregoing RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.

SELLER

SELLER

Buy-Back from SMR

M. Beard

24 @ $16.25

Mr. Fred Stevenson
808 Monroe St
Bay Minette, Ala 36507

Phone: 937-8485

		Debits	Credits	Bal.
10-15-70	#1 and elec. fry pan			39000
12-1-70 thru 4-1-71 = 5 pays. to SMR			8125	30875
5-1-71				
6-1				
7-1				
8-1				
9-1				
10-1				
11-1				
12-1				
1-1-72				
2-1				
3-1				
4-1				
5-1				
6-1				
7-1				
8-1				
9-1				
10-1				
11-1				

MADE IN U.S.A.

SALADMASTER FRANCIHSE SALES OF ALABAMA, INC., A Corporation,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
vs.	X	BALDWIN COUNTY, ALABAMA
FRED E. STEVENSON and EMOGENE H. STEVENSON,	X	AT LAW NO. 10,392
Defendants.	X	

PLEA

Come now the Defendants, Fred E. Stevenson and Emogene H. Stevenson, by their attorneys, and for answer to the Complaint heretofore filed, further plead, separately and severally, as follows:

3. The Defendant, Emogene H. Stevenson, for answer to the Complaint, saith that the said contract, upon which the action is founded was cancelled by the Defendant in that she revoked acceptance with respect to the goods involved, within a reasonable time after Defendant discovered the ground for it and before any substantial change in the condition of the goods which was not caused by their own defects and the Defendant notified the Plaintiff of it with respect to the goods involved, such grounds for the revocation of acceptance being that the Plaintiff put non-conforming goods at the Defendants disposition in that affirmations of fact or promises, as to the goods' handles being oven proof and that the goods were of such design so as to allow the Defendant to cook food in the utensils without the use of water, were made by the Plaintiff to the Defendant and became part of the basis of the bargain, and the goods in fact did not conform to such affirmations of fact or promises, and that such non-conformity substantially impaired the value of the goods to Defendant when

she accepted the goods without discovery of such non-conformity because Defendants' acceptance was reasonably induced either by the difficulty of discovery before acceptance or by the Plaintiff's assurances.

4. The Defendant, Emogene H. Stevenson, for answer to the Complaint, saith that the said contract, upon which the action is founded, is usurious and void for the interest thereon, which has been included with the principal, in the amount of $90.00.

5. The Defendant, Emogene H. Stevenson, for answer to the Complaint, saith that the said contract, upon which the action is founded, is void in that the contract violates the Federal Truth In Lending Act, which was in full force and effect at the time said contract was made.

CHASON, STONE & CHASON

By: Charles C Paxton
Attorneys for Defendants

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, 1972

Charles C Paxton

FILED

JUN 29 1972

EUNICE B. BLACKMON CIRCUIT CLERK

Beckerle & Erwin
ATTORNEYS AT LAW

ROBERT A. BECKERLE
CHARLES H. ERWIN
THOMAS P. DOYLE

SUITE 808 FIRST FEDERAL TOWER
MOBILE, ALABAMA 36606
AREA 205 - 471-6276

HORN BUILDING
BAYOU LA BATRE, ALA. 36509
824-4292 - SAT. ONLY

May 12, 1972

10,392

Circuit Court Clerk
Circuit Court
Baldwin County
Bay Minette, Alabama 36507

Re: Saladmaster Franchise Sales
of Ala., Inc.
vs.
Fred E. & Emogene H. Stevenson

Dear Sir:

Please accept the enclosed complaint for filing in your court.

Yours very truly,

Charles H. Erwin

CHE:sde

Enclosures (3)

SALADMASTER FRANCHISE SALES OF ALA., INC., a corporation,	*	IN THE CIRCUIT COURT OF
Plaintiff.	*	BALDWIN COUNTY, ALABAMA
-vs-	*	AT LAW
FRED E. STEVENSON and EMOGENE H. STEVENSON,	*	
Defendants.	*	CASE NUMBER: 10,392

COMPLAINT

Plaintiff claims of the Defendants Three Hundred Eight and 75/100 ($308.75) Dollars, due by written contract, with interest thereon, executed by the Defendants on, to-wit: October 15, 1970, under which each Defendant waived all exemptions under the laws of Alabama, and agreed to pay Plaintiff a reasonable attorneys fee, which is claimed in the amount of One Hundred Two and 92/100 ($102.92) Dollars.

WHEREFORE, Plaintiff claims judgment for Four Hundred Eleven and 67/100 ($411.67) Dollars plus the interest thereon.

Charles H. Erwin, Attorney for Plaintiff
Suite 808 First Federal Tower
Mobile, Alabama 36606
Tel: 471-6276

SERVE DEFENDANTS AS FOLLOW:

Fred E. Stevenson
808 Monroe Street
Bay Minette, Ala.
-or-
Kaiser Aluminum & Chem. Corp.
Bay Minette, Ala.

Emogene H. Stevenson
808 Monroe Street
Bay Minette, Ala.

FILED

MAY 15 1972

EUNICE B. BLACKMON CIRCUIT CLERK

SUMMONS AND COMPLAINT MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County
No. 10,392

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Fred E. Stevenson & Emogene H. Stevenson

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

Fred E. Stevenson & Emogene H. Stevenson, Defendant

by Saladmaster Franchise Sales of Ala. Inc. A corp.

, Plaintiff

witness my hand this 15th day of May 19 72

Eunice B. Blackmon Clerk

No. 10,392 Page.....

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

SALADMASTER FRANCHISE SALES OF ALA. INC. A CORP.

Plaintiffs

VS.

FRED E. STEVENSON & EMOGENE H. STEVENSON

Defendants

SUMMONS AND COMPLAINT

Filed May 15, 19 72

Eunice B. Blackmon Clerk

FILED MAY 15 1972
TAYLOR WILKINS
MAY 15 1972
EUNICE B. BLACKMON CIRCUIT CLERK

Charles H. Erwin
Suite 808 First Federal Tower
Mobile, Alabama 36606
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office
MAY 15 1972
TAYLOR WILKINS SHERIFF
..... 19.....

..... Sheriff

I have executed this summons

this 5/16 19 72

by leaving a copy with

Fred E. Stevenson
Emogene H. Stevenson

Sheriff claims ..... miles at
Ten Cents per mile Total $.....
TAYLOR WILKINS, Sheriff
By Johnson
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Donald Johnson Deputy Sheriff

Serve in Baldwin

SALADMASTER FRANCHISE SALES OF ALABAMA, INC., a corporation,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
	X	BALDWIN COUNTY, ALABAMA
vs.	X	
	X	AT LAW NO. 10,392
FRED E. STEVENSON and EMOGENE H. STEVENSON,	X	
Defendants.	X	

AMENDED PLEA

Come now the Defendants, Fred E. Stevenson and Emogene H. Stevenson, by their attorneys, and for answer to the Complaint heretofore filed, amend Plea 5, separately and severally, so that Plea 5 heretofore filed in this cause will say as follows:

5. That the said contract, upon which the action is founded, is void in that the said contract violates the Federal Truth and Lending Act, which was in full force and effect at the time said contract was made, in that the said contract does not contain a clear identification of the property to which the security interest provided for in the contract relates as required by 15 U.S.C.A., Section 1638 (10), and the said contract fails to set out the true total amount to be financed as required by 15 U.S.C.A., Section 1638 (5) in that the amount to be financed was not reduced by the cash C.O.D. Payment made by the Defendants.

CHASON, STONE & CHASON

By: Charles C Partin
Attorneys for Defendants

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mail, a true copy to each by First Class United States Mail, properly addressed and postage prepaid on this 13th day of July, 1972.

Charles C Partin

FILED

JUL 13 1972

EUNICE B. BLACKMON CIRCUIT CLERK

SALADMASTER FRANCHISE SALES OF ALABAMA, INC., a corporation,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	
	X	BALDWIN COUNTY, ALABAMA
vs.	X	
FRED E. STEVENSON and EMOGENE H. STEVENSON,	X	AT LAW NO: 10,392
Defendants.	X	

PLEA

Comes now the Defendants, Fred E. Stevenson and Emogene H. Stevenson, by their attorneys, and for answer to the Complaint heretofore filed plead separately and severally as follows:

1. The allegations of the Complaint are untrue.

2. The Defendant, Fred E. Stevenson, for answer to the Complaint, saith that the note, upon which the action is founded, was not executed by him, or by anyone authorized to bind him in the premises; and he makes oath that this plea is true.

CHASON, STONE & CHASON

BY: Charles C. Pinston
Attorneys for Defendants

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 15 day of June, 1972.

Charles C. Pinston

FILED

JUN 15 1972

EUNICE B. BLACKMON CIRCUIT CLERK

SALADMASTER FRANCHISE SALES OF ALA., INC., a corporation,	*	IN THE CIRCUIT COURT OF
Plaintiff.	*	BALDWIN COUNTY, ALABAMA
-vs-	*	AT LAW
FRED E. STEVENSON and EMOGENE H. STEVENSON,	*	
Defendants.	*	CASE NUMBER: 10,392

DEMURRER TO EXTENDED PLEA OF DEFENDANTS

Comes now the Plaintiff herein and for demur to the extended plea of Defendants, says as follows:

1. The said plea designated paragraph 3 does not set forth a defense at law.

2. The defense of violation of Federal Truth in Lending Act is insufficient for that said plea does not set forth in what manner said contract violates said Federal Truth in Lending Act and, in fact, the Defendant cannot do so as said contract does, in fact, comply fully with said Act.

CHARLES H. ERWIN
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 11 day of July, 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

JUL 12 1972

EUNICE B. BLACKMON CIRCUIT CLERK

SALADMASTER FRANCHISE SALES OF ALA., INC., a corporation,	*	IN THE CIRCUIT COURT OF
Plaintiff.	*	BALDWIN COUNTY, ALABAMA
-vs-	*	AT LAW
FRED E. STEVENSON and EMOGENE H. STEVENSON,	*	
Defendants.	*	CASE NUMBER: 10,392

DEMURRER TO AMENDED PLEA

Comes now the Plaintiff, by Counsel, and for demur to plea 5 heretofore filed by the Defendants, in their amended plea, states as follows:

1. Said plea is defective in that said plea does not set forth a defense to the complaint.

2. Said plea is in error as shown by the records of this court for that the contract referred to clearly sets forth that the merchandise financed was one set of cookware and cutlery being Set No. 1 and one electric frypan.

3. Said plea is defective in that said plea, in itself, purports to object to the method of setting out interest and refers to computation of interest on C.O.D. charges, which obviously were not paid at the time of the contract; and fails to show that the contract shows in paragraph 4 that there was no cash downpayment made on the contract, leaving the entire amount to be financed.

4. Said plea of the defendants is frivolous and without merit.

5. Said plea is entered for the purpose of delay and not in good faith.

CHARLES H. ERWIN, Attorney for Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 14 day of July, 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

JUL 17 1972

EUNICE B. BLACKMON CIRCUIT CLERK