

# RECEIPT

THE STATE OF ALABAMA, BALDWIN COUNTY  
CIVIL DIVISION, CIRCUIT COURT

Nº 9966

Case No. 10,543 Date 6-22, 1973

RECEIVED OF National Less Central (Peggy Sue Thornton vs Porges)  
the sum of Five Hundred + 00/100

Trial Tax	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Ernie B. Blackmon  
As Circuit Clerk, Baldwin County, Ala.

Total \$ 500.<sup>00</sup>

By \_\_\_\_\_

COMPLAINT AND SUMMONS

State of Alabama )  
County of Baldwin ) TO THE SHERIFF OF BALDWIN COUNTY-GREETINGS

You are hereby commanded to summon MARTHA BLEVINS 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 General Discount and Loan Company, Inc.

Witness my hand, this 11 day of August 1972.

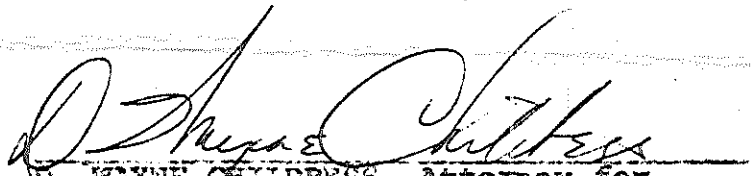
Ernie B. Blackmon  
CLERK, CIRCUIT COURT OF BALDWIN COUNTY

GENERAL DISCOUNT AND LOAN, INC., ) IN THE CIRCUIT COURT OF  
Complainant, ) BALDWIN COUNTY, ALABAMA  
vs. ) AT LAW  
MARTHA BLEVINS, )  
Respondent. ) CASE NO. 10,544

COMPLAINT

Plaintiff claims of the Defendant the sum of TWO THOUSAND THREE HUNDRED SIX AND 57/100 (\$2,306.57) DOLLARS as damages for the breach of an agreement entered into by her on the 6th day of May, 1971, wherein Broadway Motors agreed to sell and did sell to the Defendant one 1969 Pontiac automobile having serial number 235379R165150 for a deferred payment price of Four Thousand One Hundred Seventy Two and 09/100 (\$4,172.09) Dollars and that Defendant agreed to pay for said automobile by paying the amount of \$472.25 down and the balance in twenty four equal monthly installments of \$154.16, said installments beginning on the 1st day of June, 1971 and continuing each and every month thereafter until paid. Plaintiff avers that on the 6th day of May, 1971 said contract was assigned by Broadway Motors to Your Plaintiff and that due notice was given to said Defendant. That on, to-wit, May 6, 1972, Defendant defaulted in payment of that said installment and pursuant to the terms of

said agreement the entire balance then due and owing became due and payable. Plaintiff further avers that pursuant to the terms of said agreement Defendant agreed to pay a reasonable attorney's fee in the event suit or collection of said contract became necessary and Plaintiff claims an additional SEVEN HUNDRED SIXTY EIGHT AND NO/100 (\$768.00) DOLLARS for said attorney's fee. Plaintiff further avers that Defendant is a resident of Baldwin County, Alabama.

  
G. WAYNE CHILDRESS, Attorney for  
Plaintiff

Serve Defendant:

Martha Blovins  
Blackmon Trailer Park  
Spanish Fort, Alabama

or place of employment

Holiday Inn- on the causeway  
in Baldwin County, Alabama

FILED

AUG 11 1972

EUNICE B. BLACKMON clerk

COMPLAINT AND SUMMONS

State of Alabama )  
County of Baldwin )

TO THE SHERIFF OF BALDWIN COUNTY-GREETINGS

You are hereby commanded to summon MARTHA BLEVINS 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 General Discount and Loan Company, Inc.

Witness my hand, this 11 day of August, 1972.


Eunice B. Blackburn  
CLERK, CIRCUIT COURT OF BALDWIN COUNTY

GENERAL DISCOUNT AND LOAN, INC.,	)	IN THE CIRCUIT COURT OF
	)	
Complainant,	)	BALDWIN COUNTY, ALABAMA
	)	
vs.	)	AT LAW
	)	
MARTHA BLEVINS,	)	
	)	
Respondent.	)	CASE NO. <u>10,544</u>

COMPLAINT

Plaintiff claims of the Defendant the sum of TWO THOUSAND THREE HUNDRED SIX AND 57/100 (\$2,306.57) DOLLARS as damages for the breach of an agreement entered into by her on the 6th day of May, 1971, wherein Broadway Motors agreed to sell and did sell to the Defendant one 1969 Pontiac automobile having serial number 235379R165150 for a deferred payment price of Four Thousand One Hundred Seventy Two and 09/100 (\$4,172.09) Dollars and that Defendant agreed to pay for said automobile by paying the amount of \$472.25 down and the balance in twenty four equal monthly installments of \$154.16, said installments beginning on the 1st day of June, 1971 and continuing each and every month thereafter until paid. Plaintiff avers that on the 6th day of May, 1971 said contract was assigned by Broadway Motors to Your Plaintiff and that due notice was given to said Defendant. That on, to-wit, May 6, 1972, Defendant defaulted in payment of that said installment and pursuant to the terms of

said agreement the entire balance then due and owing became due and payable. Plaintiff further avers that pursuant to the terms of said agreement Defendant agreed to pay a reasonable attorney's fee in the event suit or collection of said contract became necessary and Plaintiff claims an additional SEVEN HUNDRED SIXTY EIGHT AND NO/100 (\$768.00) DOLLARS for said attorney's fee. Plaintiff further avers that Defendant is a resident of Baldwin County, Alabama.

  
O. WAYNE CHILDRESS, Attorney for  
Plaintiff

Serve Defendant:

Martha Blevins  
Blackmon Trailer Park  
Spanish Fort, Alabama.

or place of employment

Holiday Inn- on the causeway  
in Baldwin County, Alabama

FILED

AUG 11 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

#10,544

General Discount & Loan,  
Inc.

vs.

Martha Blevins  
Live @  
Mary Mack apt.  
Mable, al.  
471-1068

FILED

AUG 11 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

RECEIVED

FEB 2 1973

TAYLOR WILKINS  
SHERIFF

N/F IN BALDWIN  
2-7-73  
JH [Signature]

Received 2 day of Feb 19 73  
and on \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
I served a copy of the writ on Martha Blevins  
By service on \_\_\_\_\_

Returned 7 day of Feb 19 73  
Not found in my county after diligent search and in-  
quiry. TAYLOR WILKINS, Sheriff D. S.

Sheriff's claim \_\_\_\_\_ miles  
at Cents per mile Total \$ \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
DUTY SHERIFF

Stacy G. Wilkins, Sheriff

LAW OFFICES  
OF  
W. BORDEN STRICKLAND  
D. WAYNE CHILDRESS  
201 N. CONCEPTION STREET  
MOBILE, ALABAMA 36603  
438.4788

August 9, 1972

Mrs. Eunice V. Blackmon  
Circuit Clerk  
Circuit Court, At Law  
Baldwin County Court House  
Bay Minette, Alabama

Re: General Discount and Loan, Inc. vs. Martha Blevins

10,544

Dear Mrs. Blackmon:

Enclosed please find the Complaint and Summons on the  
above styled case. Please file same for me.

Very truly yours,

*D. Wayne Childress*  
*DWC*

D. Wayne Childress  
201 N. Conception St.  
Mobile, Alabama 36603

DWC:Nhr

LAW OFFICES  
OF  
W. BORDEN STRICKLAND  
D. WAYNE CHILDRESS  
201 N. CONCEPTION STREET  
MOBILE, ALABAMA 36603  
438-4788

January 30, 1973

Mrs. Eunice V. Blackmon  
Circuit Clerk  
Baldwin County Courthouse  
100 Courthouse Square  
Bay Minette, Ala. 36507

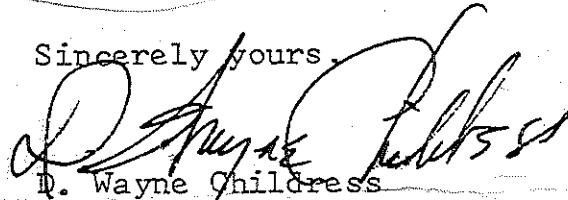
Re: General Discount and Loan, Inc. vs.  
Martha Blevins Case No. 10,544

Dear Mrs. Blackmon:

Please issue an alias pluries complaint and summons  
to the defendant at the following address:

c/o The Red Dolphin Supper Club  
Battleship Pkwy  
Baldwin County, Alabama

Sincerely yours,

  
D. Wayne Childress

DWC/jb



LAW OFFICES  
OF  
W. BORDEN STRICKLAND  
D. WAYNE CHILDRESS  
201 N. CONCEPTION STREET  
MOBILE, ALABAMA 36603  
438-4788

February 14, 1973

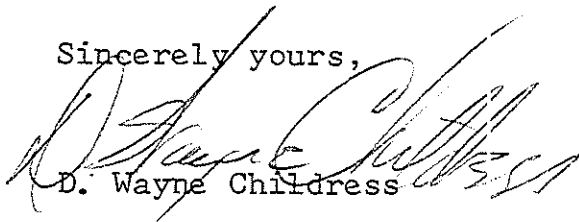
Honorable Telfair Mashburn  
Judge, Circuit Court  
Baldwin County, Alabama  
Baldwin County Courthouse  
100 Courthouse Square  
Bay Minette, Ala. 36507

Re: General Discount and Loan, Inc. vs.  
Martha Blevins Case No. 10,544

Dear Judge Mashburn:

Please enter a non-suit on behalf of the Plaintiff in  
the above styled cause.

Sincerely yours,

  
D. Wayne Childress

DWC/jb