

THE STATE OF ALABAMA  
BALDWIN COUNTY

THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
28th JUDICIAL CIRCUIT OF ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA-GREETINGS:

You are hereby commanded to summon Marion Lee Skipper to appear before the Circuit Court, to be held for said County, at the place of holding same, within thirty days from service of this process, then and there to answer the complaint of Scott Southern Division Employees Credit Union, a corporation.

Witness, my hand, this 1st day of Sept., 1972.

*Cruice B. Blackman*

CLERK

SCOTT SOUTHERN DIVISION EMPLOYEES  
CREDIT UNION, (A CORP.)

PLAINTIFF

CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
28th JUDICIAL CIRCUIT

VS.

MARION LEE SKIPPER

DEFENDANT

CASE NO. 10589

C O M P L A I N T

COUNT ONE

The plaintiff claims of the defendant the following personal property, to-wit:

1967 Cadillac 2 dr. Serial No. J 7274484T3112

with the value of the hire or use thereof during the detention,  
to-wit: from the 31st day of March, , 1972.

COUNT TWO

Plaintiff claims of the defendant the sum of \$836.89 Dollars, the sum being the alternate value of the property, pledged, transferred, assigned and sold to the plaintiff by the defendant on to-wit: May 5, 1970 by the execution of a security agreement and

promissory note of even date, said property being described in the  
aforementioned security agreement as follows:

1967 Cadillac 2 dr.

Serial No. J 7274484T3112

The consideration therefor being the loan of \$2,724.30 Dollars  
by the plaintiff to the defendant, secured by the aforementioned  
property, and,

Plaintiff avers that defendant by the term of the aforesaid  
security agreement passed title to the plaintiff, and by virtue of  
the default in installments, of said security agreement that plaintiff  
would have the right to possession of said property, and in the event  
that plaintiff was unable to secure the possession of said property,  
defendant would pay damages for the detention thereof, including  
the alternate value of said property, an attorney's fee not to exceed  
25% of the principal and interest due and owing, and cost and expenses  
incurred in the collection of all sums due under said security agreement.

Plaintiff claims the benefit of the terms of said security  
agreement, which defendant breached by virtue of the default in installments  
under the note and security agreement on to-wit: May 31, 1972.

Plaintiff claims the sum of \$278.96 Dollars as a reasonable  
attorney's fee for the prosecuting of this action, for which plaintiff  
brings this suit.

#### COUNT THREE

The plaintiff claims of the defendant the following personal  
property, to-wit:

1967 Cadillac 2 dr.

Serial No. J 7274484T3112

with the value of the hire or use thereof during the detention, to-  
wit: from the 31st day of March, 1972.

#### COUNT FOUR

Plaintiff claims of the defendant the sum of \$177.36 Dollars,  
the sum being the alternate value of the property, pledged, transferred,  
assigned and sold to the plaintiff by the defendant on to-wit:  
September 23, 1971 by the execution of a security agreement and promissory

note of even date, said property being described in the aforementioned security agreement as follows:

1967 Cadillac 2 dr. Serial No. J 7274484T3112

The consideration therefor being the loan of \$1,417.45 Dollars by the plaintiff to the defendant, secured by the aforementioned property, and,


Plaintiff avers that defendant by the term of the aforesaid security agreement passed title to the plaintiff, and by virtue of the default in installments, of said security agreement that plaintiff would have the right to possession of said property, and in the event that plaintiff was unable to secure the possession of said property, defendant would pay damages for the detention thereof, including the alternate value of said property, an attorney's fee not to exceed 25% of the principal and interest due and owing, and cost and expenses incurred in the collection of all sums due under said security agreement.

Plaintiff claims the benefit of the terms of said security agreement, which defendant breached by virtue of the default in installments under the note and security agreement on to-wit: March 31, 1972.

Plaintiff claims the sum of \$59.12 Dollars as a reasonable attorney's fee for the prosecuting of this action, for which plaintiff brings this suit.

COLE, WYATT & BRADSHAW

BY:

  
Attorneys for Plaintiff

Plaintiff's Address:

P. O. Box 2447  
Birmingham, Alabama

Defendant's Address:

505 Byre Street  
Bay Minette, Alabama 36507

FILED

SEP 1 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

Col., Wyatt + Bradshaw

RECEIVED  
SEP 10 1972  
TAYLOR WILKINS

Scott Southern Division  
Employees Credit Union  
vs.  
Marion Lee Skipper

Received 5 day of Sept 1972  
and on 5 day of Sept 1972  
I served a copy of the within  
on Marion Lee Skipper

by service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
W. O. Tolson  
8

Sheriff claims \_\_\_\_\_ Miles at \_\_\_\_\_  
Ten Cents per mile Total \$ \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
BY \_\_\_\_\_ DEPUTY SHERIFF \_\_\_\_\_

COLE, WYATT & BRADSHAW  
ATTORNEYS AT LAW  
UNIVERSITY CREDIT UNION BUILDING  
1117 - 14TH STREET, SOUTH  
BIRMINGHAM, ALABAMA 35205

TELEPHONE 933-2100

March 27, 1973

JOHN L. COLE  
CHARLES H. WYATT, JR.  
CHARLES T. BRADSHAW

Mrs. Eunice B. Blackmon  
Circuit Clerk  
Baldwin County Circuit Court  
Baldwin County Courthouse  
Bay Minette, Alabama

RE: Case No. 10589 ✓  
Scott Sou. Div. Emp. Credit Union  
vs. Marion Lee Skipper  
Our File No. 545-0222

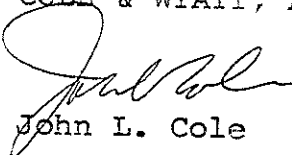
Dear Mrs. Blackmon:

I am attaching check in the amount of \$18.00 covering court cost on the above file. Would you please mark the file that the man is now working back at Scott Southern and we will satisfy this judgment on our next trip to Mobile. We ask that you hold off any execution on this judgment.

Thank you for your cooperation.

Sincerely yours,

COLE & WYATT, ATTORNEYS

  
John L. Cole

JLC/c

UNICE B. BLACKMON CIRCULAR CLERK