

AUTO OUTLET INC., A

Corporation,

Plaintiff,

VS.

ALBERT KNOWLES AND BETTY
RUTH KNOWLES, jointly and
individually,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW.

NO. 2392

Now comes the defendants in the above styled cause and amend their answer heretofore filed in said cause so that, as amended, said answer is as follows:

1. The defendants for answer to the complaint say that they are not guilty of the matters therein.
2. The defendants for answer to the complaint, say that they have paid the debt, for the recovery of which this suit was brought, before the action was commenced.
3. The defendants in answer to the complaint say that the said contract, upon which this action is founded is usurious and void for the interest thereon.

Jeffair J. Maslowsky, Jr.
Attorney for Defendants.

I hereby certify that I have personally handed a copy of the above "Amended Answer" to Hon. James R. Owen, Atty for the Plaintiff, this 20th day of May, 1955.

Jeffair J. Maslowsky, Jr.
Attorney for Defendants

AUTO OUTLET INC., A
corporation,

Plaintiff,

VS.

ALBERT KNOWLES, AND BETTY
RUTH KNOWLES, jointly and
individually,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 2392

A N S W E R .

Now come the defendants in the above styled cause and
for answer to the complaint heretofore filed in said cause,
say:

1. That they are not guilty of the matters alleged there-
in.
2. That they have paid the debt for the recovery of which
this suit was brought, before the action was commenced.
3. That the said contract upon which the action is founded
is usurious and void for the interest thereon.

Julian J. Marbleburg
Attorney for Defendants.

AUTO OUTLET INC., a
corporation,

Plaintiff,

Vs.

ALBERT KNOWLES AND BETTY
RUTH KNOWLES, jointly and
individually,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 2392

DEMURRER.

Now come the defendants, separately and severally and
demur to the plaintiff's complaint in this cause and for
grounds thereof say:

1. That said complaint does not state a cause of action.

Yellair D. Mashburn Jr.
Attorney for Defendants

The defendants demand that this cause be tried by a jury.

Yellair D. Mashburn Jr.
Attorney for Defendants

AUTO OUTLET INC., A
corporation,

Plaintiff,

vs.

ALBERT KNOWLES and
BETTY RUTH KNOWLES,
jointly and indiv-
idually,

Defendant,

* IN THE CIRCUIT COURT
* OF BALDWIN COUNTY, ALABAMA
* AT LAW
* NO. _____

*

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*

COUNT ONE

Plaintiff claims of the Defendants the sum of, to-wit, Six Hundred Sixty-Nine and NO/100 (\$669.00) Dollars, damages, for the breach of a written agreement entered into by the Defendants on, to-wit, 12th day of December, 1953, whereby the Defendants promised to pay the Plaintiff the sum of One Thousand, Two Hundred Ninety-Six and 95/100 (\$1,296.95) Dollars, payable as follows: Sixty-Five and NO/100 (\$65.00) Dollars on the 16th day of January, 1954, and the sum of Sixty-Five and No/100 (\$65.00) Dollars on the 16th day of each successive month thereafter up to and including the 16th day of November, 1954, and a final payment of the balance then remaining unpaid on the 12th day of December, 1954, for the purchase of an automobile. Said written instrument provided that in the event of a default in said payments the entire amount would become due and the Plaintiff could seize said automobile and sell same at a public or private sale, with or without advertisement, with or without notice to the Defendants, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency the Defendants agreed to pay the amount of the deficiency.

Plaintiff alleges that the Defendants defaulted in said written instrument in that they failed to make the payments provided for therein, leaving a balance of principal due, of to-wit, One Thousand Eighty-Five and No/100 (\$1085.00) Dollars; that the automobile mentioned therein was seized and sold for the net sum of Four Hundred Sixteen and NO/100 (\$416.00) Dollars, which sum the Plaintiff alleges was the reasonable market value of the automobile at the time of the seizure and that after applying the amount received from the sale of the

said automobile to the balance due under the said written instrument, a balance of Six Hundred Sixty-Nine and NO/100 (\$669.00) Dollars remains due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemption contained in said written instrument.

Plaintiff claims the additional sum of One Hundred Thirty--Three and 80/100 (\$133.80) Dollars as a reasonable attorney's fee, averring that One Hundred Thirty-Three and 80/100 (\$133.80) Dollars is a reasonable attorney's fee as is provided for in said written instrument.


Attorney for Plaintiff

Defendants can be served at:

519 Burns Street
Bay Minette, Alabama