

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. 2759

Defendant.

Now comes the plaintiff and for demurrer to the Pleas heretofore filed by the Defendant in this cause, each separately and severally, assigns, separately and severally, the following:

- Julius W. Mottberg.
ATTORNEY FOR PLAINTIFF.

ISON FINANCE CORPORATION,
corporation, d/b/a CENTRAL
FINANCE COMPANY, as ASSIGNEE
OF CHICKASAW MOTORS,
Plaintiff

vs.

JOHNNY MAY ALLEN,
Defendant

:
: IN THE CIRCUIT COURT OF
: BALDWIN COUNTY, ALABAMA
: AT LAW. No. 2759

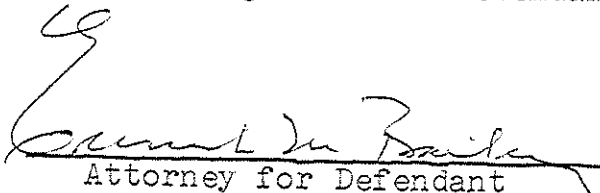
PLEAS

Comes now the Defendant in the above styled cause, by his attorney, and for answer to the Complaint heretofore filed against him and to each count thereof, severally and separately, pleads as follows:

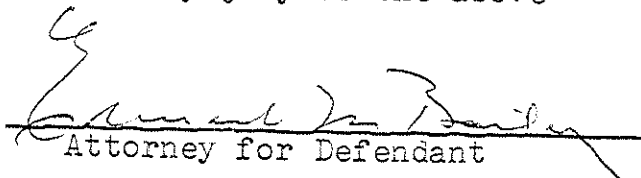
1. The allegations of the Complaint are untrue.
2. The allegations of "Count One" of the Complaint are untrue.
3. The Defendant for answer to the said Complaint, says he has paid the debt, for the recovery of which this suit was brought, before the action was commenced.

4. The automobile, which is the foundation for which this suit is brought, at the time it was repossessed from the Defendant was of a value in excess of the amount of the debt due thereon, if in fact due, and the Plaintiff ought not to be allowed further recovery from the Defendant.

5. That the Plaintiff ought not to maintain this action for that after the cause of action counted on in the Complaint arose the Defendant agreed to return the said automobile and Plaintiff to accept in full satisfaction of his claim in consideration of the Defendant releasing said automobile; and Defendant further avers that on, to-wit, the 11th day of January, 1954, he did so deliver the said automobile to the Plaintiff and the said Plaintiff did so accept such automobile in full satisfaction of his claim against the Defendant demanded in this suit.


Attorney for Defendant

The Defendant respectfully demands a trial by jury of the above styled cause.


Attorney for Defendant

ISON FINANCE CORPORATION, a
corporation, doing business
as CENTRAL FINANCE COMPANY,
as Assignee of CHICKASAW MOTORS,

Plaintiff,

Vs.

JOHNNY MAY ALLEN.

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. _____

C O U N T O N E:

Plaintiff claims of the defendant the sum of Four Hundred Eighty-four and 50/100ths (\$484.50) Dollars due by contract executed by the defendant on, to-wit: February 3, 1953, a true and correct copy of which contract is hereto attached, marked "Exhibit A", and, by reference, made a part hereof as if fully and completely set out herein, with interest thereon from March 17, 1954; and plaintiff further avers that on, to-wit, November 10, 1953, the defendant breached said contract in that defendant failed and refused to pay said installment due on said date; and the plaintiff further avers that on, to-wit, January 11, 1954, plaintiff did repossess said automobile described in "Exhibit A" under and pursuant to the terms of said "Exhibit A"; that on, to-wit, March 17, 1954, plaintiff did sell said automobile described in "Exhibit A" for the sum of Four Hundred Twenty-five and no/100 (\$425.00) Dollars, under and pursuant to the terms of "Exhibit A" and plaintiff avers that the said sum of Four Hundred Twenty-five and no/100 (\$425.00) Dollars was the fair and reasonable market value of said automobile described in "Exhibit A" at the time of said repossession and the plaintiff avers that said sales price of Four Hundred Twenty-five and no/100 (\$425.00) Dollars has been duly credited to defendant's account; and plaintiff avers that after all just credits have been allowed defendant there remains due and unpaid under and by virtue of said contract the sum of Four Hundred Eighty-four and 50/100 (\$484.50) Dollars, with interest thereon from March 17, 1954.

Plaintiff claims the benefit of waivers of exemption made in said contract by defendant.

Plaintiff claims the further sum of One Hundred (\$100.00) Dollars as attorneys' fee, averring that One Hundred (\$100.00) Dollars is a reasonable fee, which said defendant agreed in said contract to pay.

William J. MacDermott
ATTORNEY FOR PLAINTIFF.

DEFENDANT MAY BE SERVED AT:

Route 1, Box 207
Daphne, Alabama

We the jury find for the plaintiff in
this cause and fix the amount at
\$200 with interest as shown in the
complaint. ^{30th} Attorneys fee to be
adjusted accordingly. viz, \$45⁰⁰

C. K. Zehner
Foreman

Monthly Pay Plan

CONDITIONAL SALE CONTRACT ORIGINAL

CENTRAL
FINANCE CO.

The undersigned seller hereby sells, and the undersigned purchaser or purchasers, jointly and severally hereby purchase(s), subject to the terms and conditions hereinafter set forth, the following property, delivery and acceptance of which in good order are hereby acknowledged by purchaser, viz.:

New or Used	Year Model	No. Cyl.	Make Trade Name	Type of Body If Truck, Give Tonnage	Model Letter or Number	Motor No.	Manufacturer's Serial No.
U	1950	8	Ford Custom	2-door		BOCH 131897	

For a Total Time Price of..... \$ 1794.30
 Payable in an amount on or before delivery of..... \$ 465.00
 Leaving a Deferred Balance of..... \$ 1329.30
 Payable at the office of Central Finance Co. to be hereinafter designated in 21 Instalments of..... \$ 63.30

on the same day of each successive month, or as indicated in schedule of instalments below and commencing 3-10 19 53
 The final instalment payable hereunder shall equal the amount of the deferred balance remaining due. Interest is due on instalments after maturity at the highest lawful contract rate, and if this contract be placed with an attorney for collection, 15% of the amount due hereunder shall be paid by the purchaser as attorney's fees, or if prohibited, the amount permitted by law.

Schedule of Monthly Instalments

\$	_____
\$	_____ 1 Mo. hereafter
\$	_____ 2 Mos. hereafter
\$	_____ 3 Mos. hereafter
\$	_____ 4 Mos. hereafter
\$	_____ 5 Mos. hereafter
\$	_____ 6 Mos. hereafter
\$	_____ 7 Mos. hereafter
\$	_____ 8 Mos. hereafter
\$	_____ 9 Mos. hereafter
\$	_____ 10 Mos. hereafter
\$	_____ 11 Mos. hereafter
\$	_____ 12 Mos. hereafter
\$	_____
\$	_____
\$	_____
\$	_____
\$	_____
\$	_____

1. Title to said property shall not pass to purchaser until said amount is fully paid in cash.
2. No transfer, renewal, extension or assignment of this contract or any interest thereunder, or loss, injury or destruction of said property shall release purchaser from his obligation hereunder; assignee shall be entitled to all the rights of seller.
3. In the event purchaser defaults in any payment due on this contract or fails to comply with any condition of this contract or a proceeding in bankruptcy, receivership or insolvency be instituted against the purchaser or his property, or seller deems the property in danger of misuse or confiscation, the full amount shall be immediately due and payable; the seller's acceptance, after the full amount may have become immediately due and payable as hereinbefore provided, of any instalment or payment shall not be deemed to alter or affect the purchaser's obligations and, or the seller's rights hereunder with respect to any subsequent payments or default therein.
4. No warranties, express or implied, representations, promises or statements have been made by seller unless endorsed hereon in writing.
5. Purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use same illegally, improperly or for hire; shall not remove same from the state without permission of the holder of this contract; shall not transfer any interest in this contract or said property. Any sum of money paid by the seller in payment or discharge of taxes, liens and encumbrances on said property shall be secured by and under this contract. Seller may insure said property against fire and theft, or any accidental physical damage to the car to protect purchaser, seller or seller's assignee. Purchaser agrees to pay the premium upon demand and that on failure to do so, payment of said premium shall be secured by this contract. The proceeds of any insurance on said property, whether paid by reason of loss, injury, return premium or otherwise, shall be applied toward the replacement of the property or payment of this obligation, at the option of seller.
6. Time is of the essence of this contract, and if purchaser default in complying with the terms hereof, or seller deems the property in danger of misuse or confiscation, seller or any sheriff or other officer of the law may take immediate possession of said property without demand (possession after default being unlawful), including any equipment or accessories thereto and for this purpose seller may enter upon the premises where said property may be and remove same. Such repossession shall not affect seller's right, hereby confirmed, to retain all payments made prior thereto by the purchaser hereunder. Seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to purchaser (if given, notice by mail to address below being sufficient), with or without having such property at place of sale, and upon such terms and in such manner as seller may determine; seller may bid at any public sale. From proceeds of any such sale, seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to amount due; any surplus shall be paid over to purchaser; in case of deficiency purchaser shall pay the same with interest. Seller may take possession of any other property in the above described motor vehicle at time of repossession, wherever such other property may be therein, and hold same temporarily for purchaser without liability on the part of seller.
7. Seller shall have the right to enforce one or more remedies hereunder, successively or concurrently. Purchaser hereby waives the right to remove any legal action from the court originally acquiring jurisdiction and waives all homestead and other property exemption laws. Any provision of this contract prohibited by law of any state shall as to said state be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract.

Purchaser
Signs

///> /s/ Johnnv May Allen

Seller (Purchaser's Signature)

Signs

///> /s/ C. A. Dean

(Seller's Signature)

(Witness)

Sworn to this 3rd day of Feb, 19 53
 (Do not date on Sunday)

By _____ (If Company) (Title) (Street) (Town) (State)

By Chickasaw Motors (If Company) (Title) (Town) (State)

SIGN IN INK

(Witness)

DEALER'S ASSIGNMENT AND GUARANTY

TO CENTRAL FINANCE CO.

For value received, undersigned does hereby sell, assign and transfer to the Central Finance Co. his, its or their right, title and interest in and to the within contract, herewith submitted for purchase by it, and the property covered thereby and authorizes said Central Finance Co. to do every act and thing necessary to collect and discharge the same.

The undersigned certifies that said contract arose from the sale of the within described property, warranting that title to said property was at time of sale and is now vested in the undersigned free of all liens and encumbrances; that said property is as represented to the purchaser of said property by the undersigned and that statements made by the purchaser of said property on the statement form attached hereto are true to the best of the knowledge and belief of the undersigned.

In consideration of your purchase of the within contract, undersigned guarantees payment of the full amount remaining unpaid hereon, and covenants if default be made in payment of any instalment herein to pay the full amount then unpaid to Central Finance Co. upon demand, except as otherwise provided by the terms of the present Central Finance Co. Retail Plan. Liability of the undersigned shall not be affected by any settlement, extensions, variation of terms of the within contract effected with, or by the discharge or release of the obligation of the purchaser or any other person interested, by operation of law or otherwise. Undersigned waives notice of acceptance of this guaranty and notices of non-payment and non-performance.

Seller Signs

///> /s/ C. A. Dean

(Seller's Signature)

By Chickasaw Motors

(If Company)

(Title)

"EXHIBIT A"

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,

BALDWIN COUNTY

No. 2759

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

JOHNNY MAY ALLEN

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

JOHNNY MAY ALLEN

by ISON FINANCE CORPORATION, a Corporation, d/b/a CENTRAL FINANCE COMPANY, AS Assignee of CHICKASAW MOTORS.

Plaintiff

day of Oct.

19 55.

27th.

Witness my hand this

Clerk

ISON FINANCE CORPORATION, A
CORPORATION, d/b/a CENTRAL
FINANCE COMPANY, as ASSIGNEE
OF CHICKASAW MOTORS,

Plaintiff,

VS.

JOHNNY MAY ALLEN,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 2759 1/2

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

Your are hereby commanded to notify JOHNNY MAY ALLEN, 209
La Clede Street, East, Chickasaw, Alabama, that on the 24th day
of October, 1956, a writ of garnishment in the above stated case
was issued to ALABAMA DRY DOCK AND SHIPBUILDING COMPANY, A Cor-
poration, Mobile, Alabama, as Garnishee.

And you will return this writ according to law.

Witness my hand this 24th day of October, 1956.

FILED

OCT 24 1956

ALICE J. DUCK, Clerk

Alice J. Duck
CLERK, CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA.

117 *Since Spanish port* 376

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. 2759 1/2

ISON FINANCE CORPORATION, A
CORPORATION, d/b/a CENTRAL
FINANCE COMPANY, as ASSIGNEE
OF CHICKASAW MOTORS,

Plaintiff,

VS.

JOHNNY MAY ALLEN,

Defendant.

NOTICE TO DEFENDANT.

Defendant may be served at
209 La Clede Street, East,
Chickasaw, Alabama, or at
Alabama Dry Dock and Ship-
building Company, Mobile.

Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____
By service on _____

TAYLOR WILKINS, Sheriff

By _____ D. S.

RETURNED 11-5-52
Not found in my County after dili-
gent search and inquiry.
RAY D. BRIDGES, Sheriff
By M Bernstein D. S.

Returned 16 day of Nov 1954
Not found in my county after diligent search and
quity.

Taylor Wilkins, Sheriff
By Jottam
Deputy Sheriff

ISON FINANCE CORPORATION, A
CORPORATION, d/b/a CENTRAL
FINANCE COMPANY, as ASSIGNEE
OF CHICKASAW MOTORS,

Plaintiff,

VS.

JOHNNY MAY ALLEN,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. 2759.

AFFIDAVIT ON JUDGMENT

Before me, ALICE J. DUCK, Clerk of the Circuit Court in and for Baldwin County, Alabama, personally appeared Telfair J. Mashburn, Jr., who, being duly sworn, deposes and says on oath, that ISON FINANCE CORPORATION, A Corporation, d/b/a CENTRAL FIANCE COMPANY, as ASSIGNEE OF CHICKASAY MOTORS, on the 11th day of September, 1956, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against JOHNNY MAY ALLEN for the sum of Two Hundred Seventy-five (\$275.00) Dollars and Twenty and 20/100ths (\$20.20) Dollars as costs of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Alabama Dry Dock and Shipbuilding Company, A Corporation, has, or is believed to have, in its possession or under its control, money or effects belonging to the said defendant, JOHNNY MAY ALLEN.

Telfair J. Mashburn, Jr.

Sworn to and subscribed before me this 24th day of October, 1956.

FILED
OCT 24 1956

ALICE J. DUCK, Clerk

Clerk of the Circuit Court of
Baldwin County, Alabama.

ISON FINANCE CORPORATION, A
CORPORATION, d/b/a CENTRAL
FINANCE COMPANY, as ASSIGNEE
OF CHICKASAW MOTORS,

Plaintiff,

VS.

JOHNNY MAY ALLEN,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW. NO. 2759 ^K

AFFIDAVIT ON JUDGMENT.

ISON FINANCE CORPORATION, A
CORPORATION, d/b/a CENTRAL
FINANCE COMPANY, as ASSIGNEE
OF CHICKASAW MOTORS,

Plaintiff,

VS.

JOHNNY MAY ALLEN,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. 2759

WRIT ON JUDGMENT

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

Whereas, Telfair J. Mashburn, Jr., has made affidavit as required by law that ISON FINANCE CORPORATION, A CORPORATION, d/b/a CENTRAL FINANCE COMPANY, as ASSIGNEE OF CHICKASAW MOTORS, on the 11th day of September, 1956, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against JOHNNY MAY ALLEN for the sum of Two Hundred and Seventy-five (\$275.00) Dollars, and the further sum of Twenty and 20/100ths (\$20.20) Dollars, costs of suit; and that he believes that the process of garnishment is necessary to obtain satisfaction of said judgment, and that ALABAMA DRY DOCK AND SHIPBUILDING COMPANY, A Corporation, has, or is believed to have in its possession or under its control money or effects belonging to the defendant.

These are therefore to command you that you summon the said ALABAMA DRY DOCK AND SHIPBUILDING COMPANY, A CORPORATION, Mobile, Alabama, to be and appear at the Circuit Court of Baldwin County, Alabama, to be holden for said County, within thirty days after service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer it has in its possession or under its control any money or effects belonging to the said JOHNNY MAY ALLEN.

WITNESS, ALICE J. DUCK, Clerk of said Court at Office, this
_____ day of October, 1956.

FILED
OCT 24 1956

ALICE J. DUCK, Clerk

Alice J. Duck
CLERK.