

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Bradford Williams 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 same, then and there to answer the Complaint of First Finance, Inc., a Corporation.

WITNESS my hand this 19th day of January, 1956.

Alvin J. Luck
Clerk.

Defendant's address is
Stockton, Alabama.

* * * * *

FIRST FINANCE, INC., a
Corporation,

Plaintiff,

VS.

BRADFORD WILLIAMS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

C O M P L A I N T

COUNT ONE:

Plaintiff claims of the Defendant the sum of to-wit, One Hundred Twelve Dollars (\$112) damages, for the breach of a written agreement entered into by the Defendant on to-wit, March 19, 1955, by which he promised to pay to Standard Motors Packard Division the sum of Twenty Eight Dollars (\$28.00) on the 26th day of April, 1955, continuing each month thereafter until the sum of One Hundred Eighty Three Dollars (\$183.00) had been paid for the purchase price of an automobile, which said written instrument was assigned by Standard Motors Packard Division to Plaintiff on March 19, 1955; said written instrument provided that in the event of a default in said payments, the entire amount would then become due.

Plaintiff alleges that the Defendant defaulted in said written instrument in that he failed to make the payments provided

for therein, leaving a balance of principal due of to-wit, One Hundred Twelve Dollars (\$112.00) which amount remains due and unpaid.

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

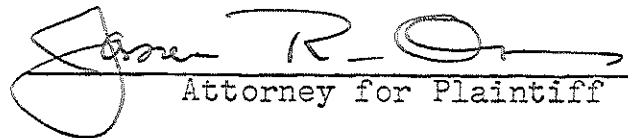
Plaintiff claims the additional sum of Thirty Five Dollars (\$35.00) as a reasonable attorney's fee, avering that Thirty Five Dollars (\$35.00) is a reasonable attorney's fee, as is provided for in said written instrument.

COUNT TWO:

Plaintiff claims of the Defendant the sum of to-wit, One Hundred Twelve Dollars (\$112) due by promissory note executed by the Defendant on to-wit, the 19th day of March, 1955, which sum of money with the interest thereon is now due and unpaid. Plaintiff alleges that the said promissory note was executed by the Defendant payable to Standard Motors Packard Division and assigned by the said Standard Motors Packard Division to the Plaintiff.

Plaintiff claims the benefit of a waiver of personal property exemption contained in said promissory note.

Plaintiff claims the additional sum of Thirty Five Dollars (\$35.00) as a reasonable attorney's fee, avering that Thirty Five Dollars is a reasonable attorney's fee, as is provided for in said promissory note.


Attorney for Plaintiff