

ASSOCIATES DISCOUNT CORPORATION, * IN THE CIRCUIT COURT OF
a corporation, * BALDWIN COUNTY, ALABAMA.
Plaintiff, * CIVIL DIVISION.
vs. * CASE NO. 2936
JESSE J. LANGLEY, *
Defendant, *

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, FIVE HUNDRED TWENTY and 79/100 (\$520.79) DOLLARS damages, for the breach of a written agreement entered into by the Defendant on, to-wit, June 16, 1952, by which he promised to pay to Grady Buick Company the sum of, to-wit, \$71.44 each month, commencing on, to-wit, July 16, 1952, and continuing on the 16th day of each month thereafter until the sum of, to-wit, \$1500.24 had been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said payment, the entire amount would then 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 Defendant, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency the Defendant agreed to pay the amount of the deficiency. Plaintiff avers that said written instrument, together with all rights thereunder, was assigned to it by the said Grady Buick Company, before default in said written instrument, for which a valuable consideration has been paid.

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, \$897.96; that the automobile mentioed therein was seized and sold and that the sum of, to-wit, \$500.00 was received for the automobile, which sum the Plaintiff alleges was the reasonable market value of the automobile at the time of the seizure and at the time of the sale, 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, to-wit, \$520.79 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, to-wit, \$104.20 as a reasonable attorney's fee, averring that, to-wit, \$104.20 is a reasonable attorney's fee as is provided for in the said written instrument.

W. H. Harper
Attorney for Plaintiff

DEFENDANT MAY BE SERVED AT:

Perdido, Alabama

SUMMONS AND COMPLAINT

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No. 2936

TERM, 19--

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Jesse J. Langley

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

Jesse J. Langley

Defendant---

by Associates Discount Corporation, A Corp

Plaintiff---

Witness my hand this 22nd day of May 19 56David J. White, Clerk

*Ordado
Mobile*

No. 2936 Page _____

The State of Alabama
Baldwin County

CIRCUIT COURT

ASSOCIATES DISCOUNT CORPORATION,
A CORP.

Plaintiffs

vs.

JESSE J. LANGLEY

Defendants

Summons and Complaint

Filed 5-22-56 19__

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at _____

Received In Office

5/22 1956

_____, Sheriff

I have executed this summons

this _____ 19__

by leaving a copy with

returned 9 day of August 1956
not found in my county after diligent search and in-
quiry.

Taylor Wilkins, Sheriff

By W. A. Follett
Deputy Sheriff

*Live in Mobile
and probably find*

Sheriff

Deputy Sheriff