

ASSOCIATES DISCOUNT CORPORATION,
a corporation,

Plaintiff,

vs.

RICHARD H. BUSH and MILDRED J.
BUSH, individually and jointly,

Defendants,

* IN THE CIRCUIT COURT OF

* BALDWIN COUNTY, ALABAMA.

* AT LAW.

* CASE NO. 2954

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COUNT ONE

Plaintiff claims of the Defendants the sum of, to-wit, FIVE HUNDRED SIXTY and 45/100 (\$560.45) DOLLARS damages, for the breach of a written agreement entered into by the Defendants on, to-wit, January 19, 1955, by which they promised to pay to Hull Dobbs Company the sum of, to-wit, \$75.86 each month, commencing on, to-wit, March 4, 1955, and continuing on the 4th day of each month thereafter until the sum of, to-wit, \$2275.80 had been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said payments, 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 advertisements, 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 avers that said written instrument, together with all rights thereunder, was assigned to it by the said Hull Dobbs Company, before default in said written instrument, for which a valuable consideration has been paid.

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, \$1820.64; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$1200.00 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, \$560.45 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, \$112.00 as a reasonable attorney's fee, averring that, to-wit, \$112.00 is a reasonable attorney's fee as is provided for in the said written instrument.

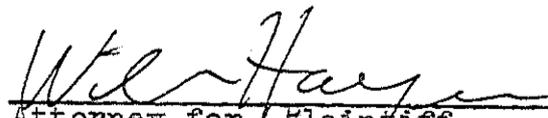
COUNT TWO

Plaintiff claims of the Defendants, to-wit, \$560.45, due by promissory note made by him on, to-wit, January 19, 1955 and payable to Hull Dobbs Company, Plaintiff's assignor who assigned to Plaintiff for a valuable consideration, and payable in equal monthly installments of, to-wit, \$75.86 each month, the first installment due and payable on, to-wit, March 4, 1955, and a like installment due and payable on the like day of each month thereafter. Plaintiff avers that the Defendants defaulted in said note on the 5th day of October, 1955 in that they failed to make the payments provided for therein, which sum of money is still due and unpaid.

Plaintiff alleges that by the terms of the said, note, the Defendants agreed the "If any installment of this note is not paid at or before maturity, that all remaining installments shall at the option of the Holder hereof immediately become due and payable, and the undersigned, and each of them, hereby agree to pay any expense of collection, including a reasonable attorney's fee if placed in the hands of an attorney for collection after maturity. All parties to this note, including sureties, endorsers and guarantors, hereby waive presentment for payment, notice of non-payment, protest and notice of protest and diligence in bringing suit against any party hereto, and hereby consent that time may be extended after maturity without notice and without releasing any party hereto. Reference is hereby made to a conditional sales contract between the parties hereto of even date herewith securing this note".

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

Plaintiff claims the additional sum of \$112.00 as a reasonable attorney's fee, averring that \$112.00 is a reasonable attorney's fee as is provided for in the said promissory note.



Attorney for Plaintiff

DEFENDANTS MAY BE SERVED:

Route 1
Bay Minette, Alabama

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 2954

June

TERM, 1956

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon RICHARD H. BUSH and MILDRED J. BUSH, individually and jointly

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 RICHARD H. BUSH and MILDRED J. BUSH, individually and jointly, Defendant S

by ASSOCIATES DISCOUNT CORPORATION, a corporation, Plaintiff

Witness my hand this 21st. day of June 1956

Alice J. Husky, Clerk