

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 3015-----

-----August-----TERM, 1956

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ROY MITCHEM

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 _____

ROY MITCHEM _____, Defendant.---

by _____

ASSOCIATES DISCOUNT CORPORATION, A Corporation _____, Plaintiff.---

Witness my hand this 25th. day of August 1956.

Alice J. Duck _____, Clerk

ASSOCIATES DISCOUNT CORPORATION,
a corporation,

Plaintiff,

vs.

ROY MITCHEM,

Defendant,

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

CASE NO. 3015

AT LAW.

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, ONE THOUSAND AND EIGHTY SIX AND 78/100 (\$1086.78) DOLLARS damages, for the breach of a written agreement entered into by the Defendant on, to-wit, June 11, 1955, by which he promised to pay to Auto Bargain Center the sum of to-wit, \$93.75 each month, commencing on, to-wit, July 16, 1955, and continuing on the 16th day of each month thereafter until the sum of, to-wit, \$2812.50 had been apaid 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 advertisement, with or without notice to the Defendant, and aaply 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 Auto Bargain Center, 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, \$2812.50; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$1600.00 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, \$1086.78 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, \$163.05 as a reasonable attorney's fee, averring that, to-wit, \$163.05 is a reasonable attorney's fee as is provided for in said written instrument.

COUNT TWO

Plaintiff claims of the Defendant, to-wit, \$1086.78, due by promissory note made by him on, to-wit, June 11, 1955 and payable to Auto Bargain Center, Plaintiff's assignor, who assigned to Plaintiff for a valuable consideration, and payable in equal monthly installments of, to-wit, \$93.75, the first installment due and payable on, to-wit, July 16, 1955 and a like installment due and payable on the like day of each month thereafter.

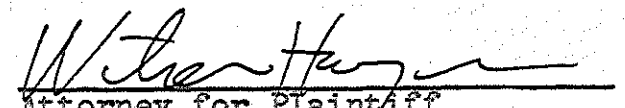
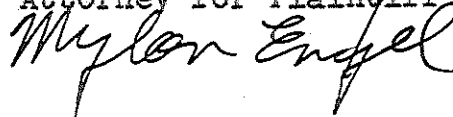
Plaintiff alleges that by the terms of the said note, the Defendant agreed that "If any installment of this note is not paid at or before maturity, all remaining installments shall at the option of the Holder hereof immediately become due and payable, and the undersigned, and each of them, hereby agree to pay any expense of collection, including fifteen per cent (15%) attorney's fee if placed in the hands of an attorney for collection after maturity. All parties to this note, including sureties, endorser 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 sale 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 \$163.05 as a reasonable attorney's fee, averring that \$163.05 is a reasonable attorney's fee as is provided for in said promissory note.

DEFENDANT MAY BE SERVED:

Bay Minette
Alabama


Attorney for Plaintiff


ASSOCIATES DISCOUNT CORPORATION,
a corporation,

Plaintiff,

vs.

ROY MITCHEM,

Defendant,

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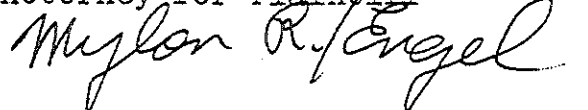
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Bay Minette
Alabama


Attorney for Plaintiff


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BALDWIN COUNTY

CIRCUIT COURT

ASSOCIATES DISCOUNT CORPORATION

A CORP.

Plaintiffs

vs.

ROY MITCHEM

Defendants

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Filed AUGUST 25, 1956

ALICE J. DUCK, Clerk

WILSON HAMES & MYLAN ENGEL
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

Aug 24, 1956

, Sheriff

I have executed this summons

this, 19

by leaving a copy with

Returned 9 day of Sept 1956

Not found in my county after diligent search and inquiry.

Taylor Wilkins, Sheriff

By W. A. Tolbert
Deputy Sheriff

Sheriff

Deputy Sheriff