

ASSOCIATES DISCOUNT CORPORATION  
a corporation,

Plaintiff,

vs.

LEON R. JOHNSON,

Defendant,

\* IN THE CIRCUIT COURT OF  
\* BALDWIN COUNTY, ALABAMA,  
\* AT LAW

\* CASE NO.

3045

\*

\*

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, FOUR HUNDRED SIXTY EIGHT AND 35/100 (\$468.35) DOLLARS damages, for the breach of a written agreement entered into by the Defendant on, to-wit, January 21, 1955, by which he promised to pay to J. E. Still Motor Co. the sum of to-wit, \$83.00 each month, commencing on, to-wit, February 21, 1955, and continuing on the 21st day of each month thereafter until the sum of, to-wit, \$2490.00 had been 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 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 J. E. Still Motor Co., 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, \$2158.00; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$1550.00 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, \$468.35 remains due and unpaid.

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

COUNT TWO

Plaintiff claims of the Defendant, to-wit, \$468.35, due by promissory note made by him on, to-wit, January 21, 1955 and payable to J. E. Still Motor Co., Plaintiff's assignor, who assigned to Plaintiff for a valuable consideration, and payable in equal monthly installments of, to-wit, \$83.00, the first installment due and payable on the like day 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, 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 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 \$70.20 as a reasonable attorney's fee, averring that \$70.20 is a reasonable attorney's fee as is provided for in the said promissory note.

  
Attorney for Plaintiff

DEFENDANT MAY BE SERVED:

Robertsdale  
Alabama

ASSOCIATES DISCOUNT CORPORATION,  
A CORPORATION,

PLAINTIFF

VS

LEON R. JOHNSON

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 3015

Comes now the Defendant in the above styled cause and for answer to  
the Plaintiff's complaint says as follows:

1.

The Defendant does not owe the amount sued for.

2.

Not guilty.

Walters & Brantley

BY: 

Attorneys for the Defendant

The Defendant demands a trial by jury.

Walters & Brantley

BY: 

Attorneys for the Defendant

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 3045

Oct.

TERM, 19 56

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon LEON R. JOHNSON

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

LEON R. JOHNSON, Defendant

by

ASSOCIATES DISCOUNT CORPORATION, A CORP.

Plaintiff

Witness my hand this 2nd day of Oct. 19 56

*Rose J. Henshaw*, Clerk

ASSOCIATES DISCOUNT CORPORATION,  
A CORPORATION,

PLAINTIFF

VS

LEON R. JOHNSON

DEFENDANT

IN THE CIRCUIT COURT OF

BAIRDWIN COUNTY, ALABAMA,

AT LAW

NO. 3045

MOTION TO SET ASIDE JUDGMENT BY DEFAULT

Comes your Petitioner, Wilters & Brantley, as Attorney for the Defendant, in the above styled cause and moves the court to set aside the judgment by default heretofore rendered in this cause and for grounds thereof shows unto the Court as follows: That the Defendant retained the firm of Wilters & Brantley, Attorney at Law to represent him in this matter prior to the time a default judgment in this cause was taken; that the Attorney for the Defendant had entered into negotiation with the attorney for the Plaintiff, the Honorable Wilson Hayes, and that they were of the opinion that the Plaintiff would not take a default judgment before the Plaintiff's attorney discussed the case further with the Defendant's attorney. That the Plaintiff's attorney inadvertently took the default judgment without the knowledge of the Defendant's attorney.

That the Defendant has a meritorious defense in this suit.

Wilters & Brantley

BY: Ray J. Wilters Jr.

Attorney at Law

Sworn to and subscribed before me this 19th day of December, 1956.

Evelyn Watts  
Notary Public, Baldwin County, Alabama