

3052

ASSOCIATE DISCOUNT COMPANY

Plaintiff

Vs.

ALFRED BOUTWELL

Defendant

I

IN THE CIRCUIT COURT OF

I

BALDWIN COUNTY, ALABAMA

I

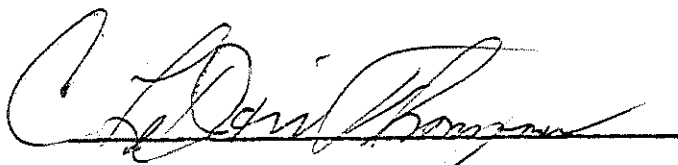
I

AT LAW

I

Comes the Defendant and amends his answer heretofore filed to add the following count:

That he had paid the note and account sued on before said action was commenced.



Attorney for Defendant

ASSOCIATES DISCOUNT CORPORATION,
a corporation,

PLAINTIFF

VS

ALFRED BOUTWELL

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

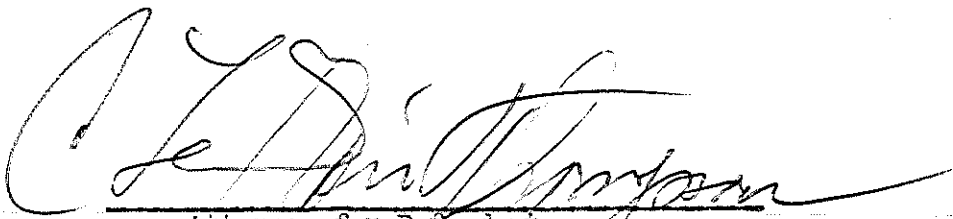
AT LAW.

CASE NO. 3052

Comes the Defendant and amends his answer heretofore filed in said
cause by adding the following count:

1.

The Defendant, in answer to the complaint, saith that the said note,
upon which the action is founded, is usurious and void for the interest
thereon.


Attorney for Defendant.

Filed
3-14-57
Amended
ver

ASSOCIATE DISCOUNT

VS

ALFRED BOUTWELL

*
*
*
*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 3052

ANSWER

For Answer the defendant says:

The salesman for ABC
~~They~~ misrepresented the car, in other words they gave me a
30 day guarantee on the car instead of a 90 day guarantee. It tore up
before the 30 day guarantee.

I was supposed to have a 90 day guarantee on it.

Alfred Boutwell /s/
Defendant. Foley, Ala.

P.S. They didn't do what they was supposed to do.

I demand a Jury trial.

Alfred Boutwell /s/
Foley, Ala.

Filed: 11/2/56
Alfred J. Duck, Clerk

ASSOCIATES DISCOUNT CORPORATION, *
a corporation, *

Plaintiff, *

vs. *

ALFRED BOUTWELL, *

Defendant, *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

CASE NO. 3052

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, SIX HUNDRED EIGHTY THREE AND 40/100 (\$683.40) DOLLARS damages, for the breach of a written agreement entered into by the Defendant on, to-wit, May 19, 1956, by which he promised to pay to Auto Bargain Center the sum of, to-wit, \$70.75 each month, commencing on, to-wit, June 30, 1956, and continuing on the 30th day of each month thereafter, until the sum of, to-wit, \$2222.50 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 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, \$2,222.50; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$1,300.00 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, \$683.40 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, \$136.60 as a reasonable attorney's fee, averring that, to-wit, \$136.60 is a reasonable attorney's fee as is provided for in said written instrument.

COUNT TWO

Plaintiff claims of the Defendant, to-wit, \$683.40, due by promissory note made by him on, to-wit, May 19, 1956 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, \$70.75, the first installment due and payable on, to-wit, June 30, 1956, and a like installment due and payable on the like day of each month thereafter. Plaintiff avers that Defendant defaulted in said note on the 1st day of July, 1956 in that he 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 Defendant agreed that "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 \$136.60 as a reasonable attorney's fee, averring that \$136.60 is a reasonable attorney's fee as is provided for in the said promissory note.


Attorney for Plaintiff

DEFENDANT MAY BE SERVED AT:

Route #1
Foley, Alabama

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 3052

Oct.

TERM, 1956

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ALFRED BOUTWELL

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

ALFRED BOUTWELL

Defendant

by ASSOCIATES DISCOUNT CORPORATION, A CORPORATION

Plaintiff

Witness my hand this 8th. day of Oct. 1956

Alice J. Duck

Clerk