

ASSOCIATES DISCOUNT CORPORATION,  
A CORPORATION,

PLAINTIFF

VS

JOHN G. CLARK

DEFENDANT

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 3386

Comes now the Defendant in the above styled cause and files the following Pleas to the Plaintiff's Complaint and each and every count thereof separately and severally:

1.

The allegations of the Complaint are untrue.

2.

The Defendant says that he has paid the debt for the recovery of which this suit was brought, before the action was commenced.

Winters and Brantley

BY:

Robert M Brantley  
Attorneys for the Defendant

ASSOCIATES DISCOUNT CORPORATION,  
A CORPORATION,

PLAINTIFF

VS

JOHN G. CLARK

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW

CASE NO. 3386

Comes now the Defendant in the above styled cause and files the following demurrers to the Plaintiff's complaint and each and every count thereof separately and severally says:

1.

The Complaint fails to state a cause of action.

2.

The Defendant files the following demurrer to Count 2 of the Complaint:  
The Complaint is ambiguous.

3.

The Defendant is unable to determine whether he is being sued for \$720.57 or \$2517.20.

Wilters and Brantley

BY: Robert M Brantley  
Attorneys for the Defendant

The Defendant demands a trial by jury.

Wilters and Brantley

BY: Robert M Brantley  
Attorneys for the Defendant

STATE OF ALABAMA

COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon John G. Clark to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of Associates Discount Corporation, a corporation.

Witness my hand, this the 5 day of Nov, 1957.

Reinhold Duck  
CLERK

ASSOCIATES DISCOUNT CORPORATION,  
a corporation,

Plaintiff

VS

JOHN G. CLARK

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: \_\_\_\_\_

COUNTY ONE

Plaintiff claims of the Defendant the sum of, to-wit, SEVEN-HUNDRED TWENTY and FIFTY-SEVEN ONE-HUNDREDTHS (\$720.57) DOLLARS damages, for the breach of a written agreement entered into by the Defendant on, to-wit, April 26, 1956, by which he promised to pay to Motor Credit Company the sum of to-wit, \$89.90 each month, commencing on, to-wit, June 8, 1956; and continuing on the 6th day of each month thereafter until the sum of, to-wit, \$2697.00 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 Motor Credit 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, \$2517.20; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$1650.00 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, SEVEN-HUNDRED, TWENTY and FIFTY-SEVEN ONE-HUNDREDTHS (\$720.57) DOLLARS 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, \$108.08 as a reasonable attorney's fee, averring that, to-wit \$108.08 is a reasonable attorneys fee as is provided for in said written instrument.

#### COUNT TWO

Plaintiff claims of the Defendant, to-wit, SEVEN-HUNDRED, TWENTY and FIFTY-SEVEN ONE-HUNDREDTHS (\$720.57) DOLLARS, due by promissory note made by him on, to-wit, April 26, 1956 and payable to Motor Credit Company Plaintiff's assignor, who assigned to Plaintiff for a valuable consideration, and payable in equal monthly installments of, to-wit \$89.90, the first installment due and payable on, to-wit, June 8, 1956 and alike installment due and payable on the like day of each month thereafter. Plaintiff avers that the Defendant defaulted in said note leaving a balance of \$2517.20 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, 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

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, \$2517.20; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$1650.00 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, SEVEN-HUNDRED, TWENTY and FIFTY-SEVEN ONE-HUNDREDTHS (\$720.57) DOLLARS remains due and unpaid.

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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 \$108.08 as a reasonable attorney's fee, averring that \$108.08 is a reasonable attorney's fee as is provided for in said promissory note.

  
Attorney for Plaintiff

DEFENDANT MAY BE SERVED:

Route 1  
Daphne, Alabama