

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon AARON YELLING, 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 UNIVERSAL C.I.T. CREDIT CORPORATION, A Corporation.

Witness my hand this the 2 day of April, 1958.

David L. Venable
Clerk

BILL OF COMPLAINT

UNIVERSAL C.I.T. CREDIT
CORPORATION, A Corporation

Plaintiff

-VS-

AARON YELLING

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

3492

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, EIGHT HUNDRED EIGHTEEN AND 93/100(\$818.93)DOLLARS, damages, for the breach of a written contract entered into by the Defendant on, to-wit: the 24th day of November, 1956, by which he promised to pay to Gaston Motor Co., Inc. the sum of, to-wit, ONE HUNDRED EIGHT AND 34/100(\$108.34)DOLLARS, each month, commencing on, to-wit, the 5th day of January, 1957, and continuing on the 5th day of each month thereafter until the sum of to-wit: Three Thousand Two Hundred Fifty and 20/100(\$3,250.20)DOLLARS, has been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said payment, 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.

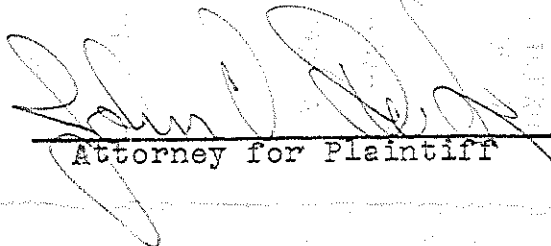
Plaintiff avers that said written instrument, together with all rights thereunder was assigned to it by the said Gaston Motor Company Inc., before default in said written instrument, for which a valuable consideration has been paid.

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, TWO THOUSAND TWO HUNDRED FIFTEEN (\$2,215.28)DOLLARS,; that the automobile mentioned therein was seized and repaired at a cost of THREE HUNDRED FORTY SEVEN and 15/100(\$347.15)DOLLARS, and sold by the Plaintiff for SIXTEEN HUNDRED AND TWENTY FIVE (\$1,625.00)DOLLAR,

Plaintiff further alleges that after deducting the amount of the expenses from the sale and a net credit to the Defendant for insurance refund in the sum of ONE HUNDRED EIGHTEEN AND 50/100 (\$118.50)DOLLARS, after applying the net amount received from the sale of said automobile to the balance due under the said written instrument, a balance of, to-wit, EIGHT HUNDRED EIGHTEEN AND 93/100 (\$818.93)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, ONE HUNDRED TWENTY TWO AND 83/100(\$122.83)DOLLARS, as a reasonable Attorney's fee, avering that, to-wit, ONE HUNDRED TWENTY TWO AND 83/100 (\$122.83)DOLLARS, is a reasonable Attorney's fee as in provided for in said written instrument.


Attorney for Plaintiff

Defendant resides in Daphne, Alabama
Rt. 1 Box 78D.

Executed May 22, 1938

UNIVERSAL C.I.T. CREDIT
CORPORATION, A corporation,

PLAINTIFF

VS

AARONYELLING

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 3492

Comes now the Defendant, Aaron Yelling, and for answer to the said
Complaint says he has paid the debt or demand for the recovery of which
this suit was brought, before this action was commenced.

Wilters & Brantley

BY: J. Allen M. Brantley

Attorneys for the Defendant

The Defendant demands a trial by jury.

Wilters & Brantley

BY: J. Allen M. Brantley

Attorneys for the Defendant

Filed
June 2, 1958
Alice J. Duck
clerk

ASSIGNMENT OF JUDGMENT

KNOW ALL MEN BY THESE PRESENTS:

That UNIVERSAL C.I.T., a Corporation, by and through it's duly authorized officer, for and in consideration of the sum of FIVE-HUNDRED NINE AND 73/100 (\$509.73) DOLLARS and SEVENTY THREE CENTS, to it in hand paid this day by J. R. LAZZARI, of Daphne, Alabama, does hereby transfer and assign unto J. R. LAZZARI, a certain judgment recovered by UNIVERSAL C.I.T., against AARON YELLING, in the Circuit Court of Baldwin County, State of Alabama, on the 10th day of March, 1959, for the sum of FOUR HUNDRED AND NINE (\$409.00) DOLLARS, and costs of suit, a copy of the Certificate of Judgment is hereto attached, and all rights, title and interest, claim and demand therein, with full authority to the said J. R. LAZZARI, to demand and receive the amount of said judgment and cost to his own use, and upon the payment of said judgment or any part thereof, to give to the said AARON YELLING a discharge thereof, and UNIVERSAL C.I.T., a Corporation the said Plaintiff, does hereby authorize the said J. R. LAZZARI to sue out execution and all other legal process necessary to the enforcement of said judgment, the same could be done at his own cost. And UNIVERSAL C.I.T., a Corporation, the said Plaintiff, does hereby covenant with the said J. R. LAZZARI, that there is now due on the aforesaid judgment, the sum of FIVE HUNDRED AND NINE and 73/100 (\$509.73) DOLLARS and SEVENTY THREE CENTS, which includes court cost, and that UNIVERSAL C.I.T., a Corporation the said Plaintiff, has received from the Sheriff of Baldwin County, Alabama, the sum of ONE HUNDRED (\$100.00) DOLLARS, minus court costs therein, and that UNIVERSAL C.I.T., will not discharge or release said judgment, and that UNIVERSAL C.I.T., has not done or will do anything to hinder or prevent the said J. R. LAZZARI from enforcing said judgment.

IN WITNESS WHEREOF, UNIVERSAL C.I.T., a Corporation has caused this Assignment to be signed by it's duly authorized officer, and its Corporate Seal attached thereto, on this the 20th day of June, 1960.

UNIVERSAL C.I.T., a Corporation
By [Signature]
As it's VICE PRESIDENT

ATTEST:
(Place Corporate Seal Here)

John L. Weisbaum
As It's Secretary ASSISTANT SECRETARY

STATE OF New York

COUNTY OF New York

I, Mortimer Brandt, a Notary Public, in and for
said County and said State, hereby certify that J.M. Van Noppen
, whose name as Vice President
of UNIVERSAL C.I.T., A Corporation, is signed to the foregoing in-
strument, and who is known to me, acknowledged before me on this
day that, being informed of the contents of the Assignment of Judg-
ment, he as such officer and with full authority, executed the same
voluntarily for and as the act of said Corporation.

Given under my hand this the 20th day of

June, 1960.

Mortimer Brandt
Notary Public

My Commission Expires

Notary Public, State of New York
No. 31-6491825
Qualified in New York County
Commission Expires March 30, 1961

(Place Notary Seal Here)

E. G. RICKARBY

392 FAIRHOPE AVENUE

FAIRHOPE, ALABAMA

July 25, 1960

Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre; Universal C. I. T.
To; Joe Lazzari

John's client, Universal C. I. T., sold to J. R. Lazzari the judgment they had against Aaron Yelling. In accordance with assignment, copy of which I am herewith handing you, please mark my name as Attorney for judgment holder, J. R. Lazzari, and make proper notations in your docket.

Yours very truly,



EGR/wr

Enc:

cc: Mr. J. R. Lazzari