

TRAILMOBILE, INC. a corporation,) IN THE CIRCUIT COURT OF
Plaintiff) BALDWIN COUNTY, ALABAMA,
VS) AT LAW
ROY C. DAVIS, JR.,)
Defendant) CASE NO. 4047

COUNT ONE

Plaintiff claims of the defendant the sum of ONE THOUSAND FIVE HUNDRED AND SEVENTY TWO AND EIGHTY EIGHT ONE HUNDREDTHS DOLLARS (\$1,572.88) due by a written contract executed by the defendant on, to-wit, June 26, 1957, by which the defendant promised to pay to the plaintiff the sum of, to-wit, \$2,382.00 in twenty-three equal successive monthly installments of \$100.00 each and one final payment of \$82.00 beginning on the first day of August 1957 and the same date of each month thereafter until paid. Plaintiff further avers that said written contract provided that in the event payments were not made in accordance with the terms of said contract that the plaintiff at his option could declare all unpaid amounts immediately due and payable and retake immediate possession of the property purchased under the terms of said contract and resell the same at a private or public sale, and after deducting all lawful expenses, credit the net proceeds thereof to the unpaid balance due under said contract and further, that by the terms of said contract, the defendant agreed to pay to the plaintiff as liquidated damages any difference of deficiency remaining due under the terms of said written contract after said resale by the plaintiff. Plaintiff avers that the defendant defaulted under said written contract in that he failed to make the payments as provided for therein, and that at the time of said default there was a balance remaining under said contract of, to-wit, \$1,682.00; that the property mentioned in said contract, in accordance with the provisions of said contract, was repossessed and resold and that the sum of \$285.00 was received for said property, which said sum, plaintiff avers to have been the reasonable market value of said property at the time of said repossession and said resale. Plaintiff further avers that under the terms of said written contract it was provided that all lawful expenses incurred in and about the retaking and reselling of said property would be

a charge against said contract, and plaintiff avers that it incurred the sum of, to-wit, \$208.62 as such expenses involved in and about the retaking and resale of said property and plaintiff further avers that after charging said sum of \$208.62 against said contract and after crediting and applying the said resale price of \$285.00, together with all other just and lawful credits to said contract, a deficiency under the terms of said contract remains due and unpaid in the amount of, to-wit, \$1,572.88. Plaintiff also avers that the defendant waived all right of exemption as to personal property under the terms of said written contract. Plaintiff further avers that the defendant agreed to pay a reasonable attorney's fee under the terms of said written contract and plaintiff claims said fee in the amount of \$315.58, avering said sum to be a reasonable fee.

COUNT TWO

Plaintiff claims of the defendant the sum of ONE THOUSAND AND THIRTY EIGHT AND FORTY ONE HUNDREDTHS DOLLARS (\$1,038.40) due by a written contract executed by the defendant on, to-wit, May 28, 1957, by which the defendant promised to pay to the plaintiff the sum of, to-wit, \$2,673.00 in twenty-three equal successive monthly payments of \$112.00 each and one final payment of \$97.00 beginning with the first day of July 1957 and the same date of each month thereafter until paid. Plaintiff further avers that said written contract provided that in the event payments were not made in accordance with the terms of said contract that the plaintiff at his option could declare all unpaid amounts immediately due and payable and retake immediate possession of the property purchased under the terms of said contract and resell the same at a private or public sale, and after deducting all lawful expenses credit the net proceeds thereof to the unpaid balance due on said contract and further, that by the terms of said contract the defendant agreed to pay to the plaintiff as liquidated damages any difference or deficiency remaining due under the terms of said written contract after said resale by the plaintiff. Plaintiff avers that the defendant defaulted under said written contract in that he failed

to make the payments as provided for therein and that at the time of said default there was a balance remaining under said contract of, to-wit, \$1,665.00; that the property mentioned in said contract, in accordance with the provisions of said contract, was repossessed and resold and that the sum of \$807.50 was received for said property, which said sum, plaintiff avers to have been the reasonable market value of said property at the time of said repossession and said resale. Plaintiff further avers that by the terms of said written contract it was provided that all lawful expenses incurred in and about the retaking, repossession and resale of said property would be a charge against said contract and plaintiff avers that he incurred the sum of, to-wit, \$208.62 in and about the repossession and resale of said property and plaintiff avers that after crediting and applying the said resale price of \$807.50, together with all other just and lawful credits to the balance under said contract and after adding said expenses in the amount of \$208.62 there remains under the terms of said written contract a deficiency balance in the amount of, to-wit, \$1,038.40, which said sum is still due and unpaid. Plaintiff further avers that by the terms of said contract the defendant waived all right of exemption as to personal property. Plaintiff further avers that under the terms of said written contract the defendant agreed to pay a reasonable attorney's fee, which plaintiff claims in the sum of \$207.68, avering said sum to be a reasonable fee.

B. F. Stokes, III
B. F. STOKES, III attorney for plaintiff
P. O. Box 1182, Mobile, Alabama

Plaintiff demands a jury trial in this case as to all issues of fact.

B. F. Stokes, III
B. F. STOKES, III attorney for plaintiff
P. O. Box 1182, Mobile, Alabama

Serve the defendant at Loxley, Alabama.

FILED
NOV 6 1959
ALICE J. DUCK, Clerk

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 4047

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ROY C. DAVIS, JR.

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 C. DAVIS, JR.-----, Defendant-----

by TRAILMOBILE, INC. A Corporation-----

-----, Plaintiff-----

Witness my hand this 6th day of November 1959

Alice J. Duck-----, Clerk

No. 4047

Page

The State of Alabama

Baldwin County

CIRCUIT COURT

TRAILMOBILE INC. A CORP.

Plaintiffs

vs.

ROY C. DAVIS, JR.

Defendants

Summons and Complaint

Filed November 6th, 1959

Alice J. Duck

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

11/6 1959

Sheriff

I have executed this summons

this 13 Nov 1959

by leaving a copy with

ROY C. DAVIS JR.

Sheriff claims 40 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY [Signature] DEPUTY SHERIFF

Taylor Wilkins Sheriff

Edley Stedman Deputy Sheriff

Lapley

TRAILMOBILE, INC.
a corporation,

PLAINTIFF

VS:

ROY C. DAVIS, JR., and SEWELL
DEVORE, jointly and individually

DEFENDANTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

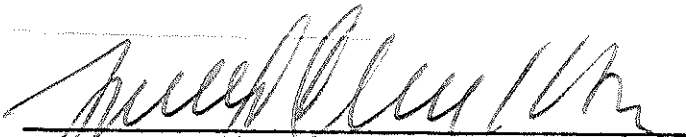
AT LAW

CASE NO. _____

ANSWER

Comes the defendant, SEWELL DEVORE, and for answer to said complaint:

1. Not guilty of matters alleged therein.
2. That he has paid the amount of said written contract for recovery of which this suit was brought before this action was commenced.
3. That there was a partial failure of consideration for this written contract.


Forest A. Christian, Attorney for
Defendant, Sewell Devore.

FILED

FEB 15 1960

ALICE L. DUCK, CLERK
REGISTER

4047

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) BALDWIN COUNTY, ALABAMA
Plaintiff)
VS) AT LAW
ROY C. DAVIS, JR.,)
) CASE NO. 4047
Defendant

Comes now the plaintiff in the above styled cause and moves the court to stay the proceedings herein and as grounds for said motion the plaintiff avers that the defendant, Roy C. Davis, Jr., has filed a petition in the Federal District Court, Southern District of Alabama, Southern Division, Mobile, Alabama, under the provisions of the Bankruptcy Act, as Amended.

FILED
NOV 21 1959
ALICE J. DUCK, CLERK
REGISTER

B. F. H. H. H. H. H.
Attorney for plaintiff

BEN F. STOKES, III
ATTORNEY AT LAW
P. O. Box 1182
MOBILE, ALABAMA
November 5, 1959

HEmlock 3-1673

424 Greystone Bldg.
104 St. Joseph Street

Clerk of Circuit Court
Baldwin, County, Alabama
Bay Minette, Ala.

RE: Trailmobile, Inc. VS Roy C. Davis, Jr. and
Trailmobile, Inc. VS Roy C. Davis, Jr. and
Sewell Devore

Dear Sir:

By error I failed to enclose the suits in my letter to you
of November 4th. They are now enclosed.

Thanking you very much I am,

Sincerely yours,


B. F. Stokes, III

BS:M
Enc.