

IN THE COUNTY COURT OF COUNTY, MISSISSIPPI

PLAINTIFF

vs.

CIVIL ACTION NO.

DEFENDANT

COMPLAINT FOR CLAIM AND DELIVERY

COMES NOW (" "), Plaintiff, and files this its Complaint for Claim and Delivery, pursuant to Miss. Code Ann. §11-38-1 et seq., against Defendant, (" ") and in support thereof, would show unto the Court the following:

1.

is a corporation organized and existing under the laws of the State of , with its principal place of business in .

2.

Defendant is a Mississippi corporation which can be served with process of this Court by serving its registered agent, at .

3.

On or about , (" ") purchased a new mobile home, Serial Number from (" "). In connection with said purchase, executed a Manufactured Housing (Mobile Home) Retail Installment Contract and Security Agreement (the "Agreement") in favor of in the principal sum of \$, bearing interest at the rate of % APR payable in equal monthly installments. The Agreement granted the holder a security interest in the aforesaid mobile home and all furniture, appliances, attachments and equipment connected therewith (hereinafter collectively the "Mobile Home" until the purchase price was paid in full. The Agreement was subsequently assigned from to . A true and correct copy of the Agreement is attached hereto and made a part hereof as Exhibit " ."

4.

has duly perfected its security interest in the aforesaid Mobile Home as evidenced by the financing statement filed with the Chancery Clerk of County, Mississippi. A true and correct copy of said financing statement is attached hereto as Exhibit " " and incorporated herein by reference.

5.

is in default under the provisions of the lease and is presently indebted to in the amount of \$.

6.

At some unknown time in , moved said Mobile Home from its original location in , but failed and refused to tell where the mobile was located as required by the Agreement. After approximately () years of diligent search, located said Mobile Home at the in , Mississippi in of , where had abandoned same.

7.

has made demand on to return the Mobile Home or to allow to take possession of said Mobile Home, but has steadfastly failed or refused to allow either the Mobile Home to be returned voluntarily or to be repossessed by . By such refusal, is wrongfully detaining property of Plaintiff to which Plaintiff is legally entitled to immediate possession.

8.

knows of no other firm, persons or corporations who have an interest in the Mobile Home described herein.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this Court enter an order directing the Clerk to issue summons to the Defendant requiring it to be and appear before this Court upon at least () days' notice for a hearing on the merits, without a jury, to determine Plaintiff's right to possession of the aforesaid Mobile Home, last known to be located at , Mississippi, and that upon such hearing, the Court will enter a judgment awarding possession of said Mobile Home to Plaintiff, and ordering the Sheriff of County, Mississippi to immediately seize the mobile home and to deliver it to Plaintiff, to be dealt with according to the terms and provisions of the Agreement, and the laws of the State of Mississippi. And Plaintiff prays that Defendant be assessed reasonable attorney fees, all cost of Court and for such other relief to which it may be entitled.

Respectfully submitted this the day of , 20 .

Attorney for

Of Counsel:

Telephone:
MSB #
Attorney for

STATE OF

COUNTY OF

Personally appeared before me, the undersigned authority in and for the said County and State, the within named _____, who acknowledged to me that he/she is the _____ of _____, a corporation organized and existing under the laws of the State of _____, and who stated on oath the facts and matters set forth and contained in the above and foregoing Complaint for Claim and Delivery are true and correct as therein stated to the best of his/her knowledge and belief and that he/she signed, executed and delivered the above and foregoing Complaint for Claim and Delivery for and on behalf of said corporation as its free and voluntary act, after having been duly authorized by said corporation to do so.

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day of _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: