

GENERAL FINANCE CORPORATION,	)	IN THE CIRCUIT COURT OF
a corporation,		
Plaintiff	)	BALDWIN COUNTY,
		ALABAMA
VS:	)	AT LAW
RAY BARRINGTON,	)	
Defendant	)	CASE NO. <u>6179</u>

Plaintiff claims of the defendant the following described personal property, viz:

One (1) 1959 model white, 2 door, hardtop, Plymouth automobile, Motor Number or Serial Number or Identification Number M296104302

with the value of the use thereof during the detention, viz: from, to-wit, June 15, 1964, said above described property being the property of the plaintiff.

B. F. Maher, III  
 ATTORNEY FOR PLAINTIFF  
 (PO Box 293  
 mobile, Ala.)

Serve the defendant either at his place of employment, Wilson's Pure Oil Service Station, at intersection of Highway 31 and 90, Spanish Fort Hill; or, serve the defendant at his residence, Route #1, Daphne, Alabama, situated as follows: Go North on Highway 31 from the intersection of Highway 31 and 90 for about two (2) miles and just past a Church at that point, turn right on a dirt road and it will be the first house on the left.

FILED  
 JUN 26 1964  
 MEL BUCK, CLERK  
 REGISTER

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

No. \_\_\_\_\_

\_\_\_\_\_ 19\_\_\_\_

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon \_\_\_\_\_

\_\_\_\_\_

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 the same, then and there to answer the complaint of \_\_\_\_\_

\_\_\_\_\_

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_, Clerk

COMPLAINT

\_\_\_\_\_ Plaintiff \_\_\_\_\_

Versus \_\_\_\_\_

Defendant \_\_\_\_\_

The plaintiff \_\_\_\_\_ claims of the defendant the following personal property, to-wit:

\_\_\_\_\_

with the value of the hire or use thereof during the detention, to-wit:

from \_\_\_\_\_ 19\_\_\_\_, to \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Plaintiff's Attorney.

State of Alabama

Baldwin County

CIRCUIT COURT

~~GENERAL FINANCE CORPORATION~~

GENERAL FINANCE CORPORATION

Plaintiff...

VS.

RAY BARRINGTON

Defendant...

Detinue Summons and Complaint

Filed 8-26, 1964

Alice J. Duck

Clerk

Gibbons & Stokes

Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Alice J. Duck Clerk

Executed this 31<sup>st</sup> day  
of August, 1964 by  
taking into my possession

1- 1959 Plymouth

64- REG- 3-49471

Taylor Wilkins  
at Sheriff

By: Fred Seibak DS.

Jail Yard

Defendant lives at

Received in office

8/27, 1964

, Sheriff

I have executed this summons

this

8/31, 1964

by leaving a copy with

Ray Barrington  
I have made bond  
9/9/64 By: Don  
Finance Corp

Nat'l Surety Corp  
By: C. D. Jenkins  
Property released  
to Ray

Sheriff claims 5.0 miles at

Ten Cents per mile Total \$ 5.00 plus \$ 1.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

, Sheriff

, Deputy Sheriff

Printed by Moore Printing Co.

103

STATE OF ALABAMA  
County of ~~Mobile~~ Baldwin

KNOW ALL MEN BY THESE PRESENTS, That we, GENERAL FINANCE CORPORATION  
as Principal, and NATIONAL SURETY CORPORATION, as surety, ~~and~~ are held and firmly bound  
unto RAY BARRINGTON

in the sum of ONE THOUSAND & NO/100THS (\$1,000.00)

for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our  
heirs, executors and administrators. Sealed with our seals and dated this 25th day  
of August in the year of our Lord, one thousand, nine hundred and Sixty-Four

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said  
GENERAL FINANCE CORPORATION

did, on the 26th day of August, (1) 964, sue out in the Circuit Court  
of Baldwin  
~~of Mobile~~ County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him  
to take into his possession the following described property, to-wit: One (1) 1959 model white,  
2 door, hardtop, Plymouth automobile, Motor Number or Serial Number  
or Identification Number M296104302

which said writ was placed in the hands of Honorable Taylor Wilkens  
Baldwin  
Sheriff of the County of ~~Mobile~~, on the 26th day of August, 1964, by taking into his  
possession the following described property, to-wit: One (1) 1959 model white, 2 door,  
hardtop, Plymouth automobile, Motor Number or Serial Number or  
Identification Number M296104302

and whereas the said RAY BARRINGTON

defendant in said writ, has failed and neglected, the the space of five days from the execution of said writ, to give  
bond and take possession of said property as authorized by law.

Now ~~if~~ the said GENERAL FINANCE CORPORATION

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment,  
and pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise  
to remain in full force and effect.

GENERAL FINANCE CORPORATION

BY: [Signature] (Seal)  
NATIONAL SURETY CORPORATION

BY: [Signature] (Seal)  
attorney in fact (Seal)

Taken and approved this the 9 day of August, 1964

[Signature]  
Sheriff, Baldwin County, Alabama

No. \_\_\_\_\_

CIRCUIT

COURT

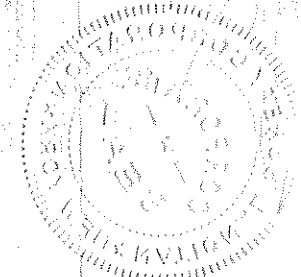
BALDWIN

~~NOBANK~~ COUNTY

GENERAL FINANCE CORPORATION,  
Plaintiff

VS. { Detinue Forthcoming  
Bond by Plaintiff

RAY BARRINGTON,  
Defendant



# NATIONAL SURETY CORPORATION

A Member of The FUND Insurance Companies

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its home office in the City and County of San Francisco, California, (hereinafter called the Corporation), has made, constituted and appointed, and does by these presents make, constitute and appoint

D. E. LUDLOW, P. F. BEVILLE AND E. S. JENKINS  
JOINTLY OR SEVERALLY

of MOBILE and State of ALABAMA  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE MILLION (\$1,000,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 2nd day of November A.D., 1962

NATIONAL SURETY CORPORATION

By C. A. KEPPLER  
Vice President

[Seal]

ATTEST: H. L. JOHNSON  
Assistant Secretary

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:  
On this 2nd day of November A.D., 1962, before me personally came C. A. KEPPLER, to me known, who, being by me duly sworn, did depose and say, that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said C. A. KEPPLER further said that he is acquainted with H. L. JOHNSON and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

GEORGE SCHULMAN  
Notary Public

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:  
I, H. L. JOHNSON, Assistant Secretary of NATIONAL SURETY CORPORATION, do hereby certify that the following is a full, true and correct copy of Article VIII of the By-laws of the NATIONAL SURETY CORPORATION adopted on the 25th day of October, 1955, and now in full force and effect, to wit:

### ARTICLE VIII Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to Accept Legal Process and Make Appearances.

"SECTION 30. APPOINTMENT. The President, any Vice President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

"SECTION 31. AUTHORITY. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of NATIONAL SURETY CORPORATION, this 2nd day of November, 1962

[Corporate Seal]

H. L. JOHNSON  
Assistant Secretary of  
NATIONAL SURETY CORPORATION

STATE OF GEORGIA }  
COUNTY OF FULTON } ss.:  
I, R. R. SWANSON, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, a corporation of the State of New York, do hereby certify that the above and foregoing is a full, true and correct copy of the original power of attorney issued by said Corporation and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original. Said power of attorney is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of ATLANTA, this 25th day of August, 1964

R. R. Swanson  
Resident Assistant Secretary

THE STATE OF ALABAMA,  
~~Mobile County~~  
BALDWIN COUNTY

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, General Finance Corporation, as  
principal, and National Surety Corporation, as surety

are held and firmly bound unto Ray Barrington

heirs, executors and administrators, in the  
sum of ONE THOUSAND & NO/100ths (\$1,000.00) Dollars, for  
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly  
and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of August, A. D. 19 64

The Condition of the above Obligation is such, That whereas the above bounden

General Finance Corporation has, on  
the 26th day of August 19 64, sued out from the office of the  
Baldwin  
Clerk of the Circuit Court of ~~Mobile~~ in the State of Alabama, a Writ of Detinue, returnable to the present  
Baldwin  
term of said Circuit Court of ~~Mobile~~ against the said Ray Barrington

for the recovery of the following property.  
to-wit One (1) 1959 model white, 2 door, hardtop, Plymouth automobile,  
Motor Number or Serial Number or Identification Number M296104302

NOW, if the said General Finance Corporation shall fail

in said suit, and shall pay to the said Ray Barrington  
the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said  
Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

GENERAL FINANCE CORPORATION

BY: Ralph G. Phelps (Seal)

NATIONAL SURETY CORPORATION

BY: E. J. Jenkins (Seal)

Attorney in Fact. (Seal)

THE STATE OF ALABAMA,  
Mobile County

DETINUE AFFIDAVIT

Mildred K. Ingle, Notary Public

PERSONALLY appeared before me, ~~XXXXXX~~ of Mobile County,

Ralph Phelps

who, being duly sworn deposes and says, that the property sued for in the complaint of  
General Finance Corporation

to-wit: One (1) 1959 model white, 2 door, hardtop, Plymouth automobile

Motor Number or Serial Number or Identification Number M296104302

belongs to General Finance Corporation the said Plaintiff.

Sworn to and subscribed the 25th day  
of August 19 64, before me.

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE

*Ralph Phelps*

FILED

AUG 26 1964

ALICE L. DUCK, CLERK  
REGISTER

No. \_\_\_\_\_

CIRCUIT COURT

BALDWIN ~~MOBILE~~ COUNTY

GENERAL FINANCE CORPORATION,

Plaintiff

VS. } Detinue Affidavit  
and Bond

RAY BARRINGTON,

Defendant

Filed \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Clerk Circuit Court ~~Mobile County~~  
Baldwin County

Attorney



# NATIONAL SURETY CORPORATION

A Member of The FUND Insurance Companies

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its home office in the City and County of San Francisco, California, (hereinafter called the Corporation), has made, constituted and appointed, and does by these presents make, constitute and appoint

D. E. LUDLOW, P. F. BEVILLE AND E. S. JENKINS  
JOINTLY OR SEVERALLY

of MOBILE and State of ALABAMA  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE MILLION (\$1,000,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 2nd day of November A.D., 19 62

NATIONAL SURETY CORPORATION

By C. A. KEPPLER  
Vice President

[Seal]

ATTEST: H. L. JOHNSON  
Assistant Secretary

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:  
On this 2nd day of November A.D., 19 62, before me personally came C. A. KEPPLER, to me known, who, being by me duly sworn, did depose and say, that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said C. A. KEPPLER further said that he is acquainted with H. L. JOHNSON and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

GEORGE SCHULMAN  
Notary Public

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:  
I, H. L. JOHNSON, Assistant Secretary of NATIONAL SURETY CORPORATION, do hereby certify that the following is a full, true and correct copy of Article VIII of the By-laws of the NATIONAL SURETY CORPORATION adopted on the 25th day of October, 1955, and now in full force and effect, to wit:

### ARTICLE VIII Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to Accept Legal Process and Make Appearances.

"SECTION 30. APPOINTMENT. The President, any Vice President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

"SECTION 31. AUTHORITY. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of NATIONAL SURETY CORPORATION, this 2nd day of November, 19 62

[Corporate Seal]

H. L. JOHNSON  
Assistant Secretary of  
NATIONAL SURETY CORPORATION

STATE OF GEORGIA }  
COUNTY OF FULTON } ss.:  
I, R. R. SWANSON, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, a corporation of the State of New York, do hereby certify that the above and foregoing is a full, true and correct copy of the original power of attorney issued by said Corporation and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original. Said power of attorney is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of ATLANTA, this 25th day of August, 1964

R. R. Swanson  
Resident Assistant Secretary

GENERAL FINANCE CORPORATION,  
a corporation,  
  
  
PLAINTIFF,  
-versus-  
RAY BARRINGTON,  
  
  
DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY,  
~~MOBILE COUNTY~~

ALABAMA

AT LAW

CASE NO. 6172

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA)  
BALDWIN  
COUNTY OF ~~MOBILE~~

Now comes, E. Graham Gibbons,  
who being first duly sworn, deposes and says that the defendant  
herein, Ray Barrington,  
was not at the time of the filing of this suit, and is not now  
in the Military or Naval Service of the United States.

The Defendant resides at Route #1, Daphne, Alabama

*E. Graham Gibbons*

Sworn to and subscribed before me,  
this <sup>29th</sup> day of October, 1964.

*Michael K. B...*  
~~CIRCUIT CLERK~~, MOBILE COUNTY, ALABAMA.  
NOTARY PUBLIC,

FILED  
  
Clerk.

GIBBONS & STOKES

ATTORNEYS AT LAW

308-309 VAN ANTWERP BUILDING

MOBILE, ALABAMA

TELEPHONE 433-2611

E. GRAHAM GIBBONS  
B. F. STOKES, III

September 2, 1964

MAILING ADDRESS  
P. O. BOX 293  
MOBILE, ALABAMA, 36601

Honorable Taylor Wilkens  
Sheriff, Baldwin County  
Bay Minette, Alabama

Re: General Finance Corporation vs. Ray Barrington,  
Circuit Court of Baldwin County, Alabama, Case  
No. 6172

Dear Sir:

On September 2nd I called your office and was informed that on August 31st you obtained the possession of the 1959 Plymouth automobile involved in the above detinue suit. I am enclosing a forthcoming bond, which I believe you will find satisfactory. Mrs. Duck, the clerk of the court has heretofore approved bonds by this surety, National Surety Corporation.

In line with the conversation with your secretary, a representative of my client will be at your office on September 8th, to request possession of the vehicle provided the defendant has not posted a replevy bond.

Your kind cooperation is appreciated.

Sincerely yours,

  
B. F. Stokes, III

BFS:m

GIBBONS & STOKES

ATTORNEYS AT LAW  
308-309 VAN ANTWERP BUILDING  
MOBILE, ALABAMA  
TELEPHONE 433-2611

E. GRAHAM GIBBONS  
B. F. STOKES, III

September 2, 1964

MAILING ADDRESS  
P. O. BOX 293  
MOBILE, ALABAMA. 36601

Honorable Taylor Wilkens  
Sheriff, Baldwin County  
Bay Minette, Alabama

Re: General Finance Corporation vs. Ray Barrington,  
Circuit Court of Baldwin County, Alabama, Case  
No. 6172

Dear Sir:

On September 2nd I called your office and was informed that on August 31st you obtained the possession of the 1959 Plymouth automobile involved in the above detainee suit. I am enclosing a forthcoming bond, which I believe you will find satisfactory. Mrs. Duck, the clerk of the court has heretofore approved bonds by this surety, National Surety Corporation.

In line with the conversation with your secretary, a representative of my client will be at your office on September 8th, to request possession of the vehicle provided the defendant has not posted a replevy bond.

Your kind cooperation is appreciated.

Sincerely yours,

  
B. F. Stokes, III

BFS:m

The undersigned buyer (whether one or more), Mr. D.T. Barrington, 3407 Southmont Drive, Montgomery, Alabama  
 (Please Print Name of Buyer) (Number & Street) (City & Postal Zone) (State)

hereby purchases, subject to the terms and conditions hereinafter set forth, the following property, complete with attachments and equipment, delivery and acceptance of which in good condition and repair is hereby acknowledged by the buyer for the hereinafter described time price.

New or Used	Year	Make	Body Style	Serial Number	Motor Number	Model Number	Dkr. or Std.	No. of Cyl.
Used	1959	Plymouth	2 Dr. HT			M296104302		

EXTRA EQUIPMENT: (Checking of Item Not Sufficient — Description Must Be Written In)

1. Type of Transmission	Automatic	4. Type of Radio	Push-button
2. Type of Steering	Power	5. Type of Heater	Deluxe
3. Type of Brakes	Standard	6. Type of Air Conditioner	none
7. Other:			

Buyer having been quoted both a time price and a lesser cash price has elected to buy for the time price.

Buyer agrees to pay the TOTAL TIME PRICE as follows: Cash DOWN PAYMENT of \$\_\_\_\_\_ and a 1955 Pontiac 2 Dr. HT  
 (Year — Make — Model)  
 traded in to seller for a value of \$ 295.00, both paid at the time of signing this contract and buyer agrees to pay seller or seller's assigns the DEFERRED BALANCE of \$ 1383.60 in 24 installments of \$ 57.65 each and a final installment of \$\_\_\_\_\_; the first installment to be paid on the 15 day of 12th, 1964, and one installment on the same day of each succeeding month thereafter until the entire sum is paid in lawful money of the U. S. A.

### INSURANCE STATEMENT

Only the insurance designated below is included in the time price.

**AUTOMOBILE** (For Term of 24 months)

☒ COMPREHENSIVE (Includes Fire and Theft)

☒ FIRE AND THEFT

☒ TOWING AND LABOR

☒ \$ 50.00 DEDUCTIBLE COLLISION

☐ COMBINED ADDITIONAL COVERAGE

☐ OTHER AUTOMOBILE

**TOTAL OTHER COVERAGE** (For the Term of Contract)

☒ CREDIT LIFE (Decreasing Term) . . . \$\_\_\_\_\_

(Describe))

☐ HEALTH AND ACCIDENT (14 Day Retroactive) . . . \$\_\_\_\_\_

**NOTICE TO BUYER:** The insurance contracted for in connection with this retail installment sale does not provide for liability insurance for bodily injury and property damage.

If insurance not included in time price, Buyer agrees to insure said property, with a company acceptable to Seller, said insurance to be for the entire term of this contract and to be for the benefit of both Buyer and Seller and further agrees to deliver to Seller a copy of said policy. In the event Buyer fails to furnish said insurance, Seller may at its option without demand or notice, and without obligation to do so, insure said property in a manner and for an amount consistent with the interests created hereunder and charge the premium therefore, to Buyer, payment of which shall be secured by this instrument and shall be due upon demand. All proceeds (regardless of how realized) of any insurance, including dividends and returned premiums, are hereby assigned irrevocably by Buyer to Seller or its assigns first to be used to purchase new insurance if such be obtainable, then to liquidation of Buyer's indebtedness under this agreement, any excess to be returned to Buyer. Payment of any credit life and/or accident and health claim to the holder hereof shall extinguish the obligation owed hereunder to the extent of such payment.

Any insurance to be maintained by the purchaser as provided herein may be obtained by the purchaser through an agent of his choice or through the seller or assignee of the contract.

Buyer further agrees to keep said property free of any taxes, liens and encumbrances, in Buyer's possession at address listed above and in good condition and repair. In the event of a deficiency Buyer agrees to pay reasonable attorney's fees and other expenses and understands that any loss, injury or destruction of the property shall not release the Buyer's obligations hereunder. Said property shall remain titled in Seller until all sums due under this contract are paid in cash to Seller or Seller's assigns; including reasonable delinquency fees.

Time is the essence of this contract and if Buyer fails to perform or comply with any obligation or condition of this contract, or a proceeding in bankruptcy, receivership or insolvency be instituted by or against the Buyer or his property, or the Seller deems himself insecure, this contract shall be in default and the full amount remaining unpaid shall become immediately due and payable, at the option of the Seller. Upon any such default Seller is hereby authorized to enter any place or premises wherein said property may be found, and take immediate physical possession of the same, with or without process of law, without obtaining consent of Buyer and whether Buyer be present or absent at such time, in which event Buyer hereby expressly agrees that he shall have no right of action, and hereby expressly waives any claim or demand against Seller for trespass or damage resulting directly or indirectly therefrom; and in so repossessing the above described property Seller may also take possession of any personal property contained therein; not covered by this contract, which latter property Seller will deliver to Buyer, upon an itemized demand therefor, it being expressly agreed that any right or demand of Buyer against Seller for damages by reason of such taking is hereby expressly waived; repossession shall not affect Seller's right to retain all payments theretofore made hereunder; Seller may resell said property at public or private sale without demand for performance and without notice to Buyer or the public (if given, notice by mail to the last known address being sufficient), with or without having said property at the place of sale and upon such terms and in such manner as the Seller may determine, unless the State law provides for a procedure on such sale, and in such case the sale shall be held according to such law; Seller may purchase at any such sale; from proceeds of sale Seller shall deduct all expenses for retaking, repairing, keeping, preserving, and selling said property including attorney's fees of fifteen per cent (15%); the balance thereof to be applied upon the amount due Seller under this contract, then to the payment of any and all other notes, applications or indebtedness that may be then owing by the undersigned makers hereof, to the legal holder hereof, and any overage then remaining to be paid to the undersigned Buyer, or, in case of deficiency (permitted or provided by law) Buyer shall pay same with interest. In the event of non-payment (when due) of the time balance or any installment thereof, Seller may sue for and recover, without repossessing or otherwise resorting to said property and without waiving the right so to do, the whole or any part of such time balance, Seller's rights hereunder being cumulative and not alternative.

Any provision of this contract prohibited by law of any State shall, as to said State, be ineffective to the extent of such prohibition without invalidating the remaining provisions. Seller is authorized to correct patent errors and omissions in this instrument. Seller may sell and assign this contract and the holder and owner shall have the rights and benefits of the Seller hereunder. Buyer waives and will not assert (as against any assignee and holder of this contract) any defenses, set-offs, or counter-claims that Buyer may have against the Seller.

Buyer represents that he is of lawful age and has full legal capacity to contract; and that he has read this contract and states that no agreement, promise, representation, statement, warranty, waiver or extension, whether written or oral, express or implied, shall be binding unless expressly contained herein. I hereby waive all exemptions and homestead allowed me under the constitution and the laws of the State of Alabama.

Buyer acknowledges that this contract is filled out completely, and Buyer further acknowledges that he has chosen to purchase said property at the aforesaid TIME PRICE.

This contract shall inure to the benefit of and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed in quadruplicate, one copy of which was delivered to and retained by the Buyer (receipt whereof is hereby acknowledged by the Buyer) this 12th day of December, 1963

WITNESS:

SELLER:

BUYER:

JACK HAMEL, INC.

(Dealer Name)

By

Title

Address Montgomery, Alabama

BUYER: (Co-Purchaser)

SEAL

SEAL

### ASSIGNMENT — (Without Recourse)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers all his right, title and interest in and to this instrument, and in and to the property described herein, to GENERAL FINANCE CORPORATION OF MONTGOMERY, its successors and assigns, without recourse, however, except as may be provided for otherwise, below; and warrants: that said instrument is genuine and in all things what it purports to be; that the undersigned has good title to said property and the right to transfer said title, and has caused the lien evidenced by this instrument to be shown on the Certificate of Title (if a Certificate of Title is required by the State where the vehicle is to be kept) covering the vehicle described herein; that all parties to this instrument are of legal age and have legal capacity to contract; that undersigned has no knowledge of any fact which might impair the validity of said instrument or render it less valuable or valueless; that buyer's true name is signed to said instrument; that the instrument is a valid lien upon the property; that the description of the property is true and correct; that the property was delivered to, and accepted by the buyer in good and satisfactory condition and such property has not been used for the commercial transportation of persons or property, or for work by law enforcement agencies; that the time balance, stated in the instrument is correct; and there is no defense to it; that the down payment was made in full, in cash and/or trade, and no portion of it is owing by separate note or open account; that the statements of the buyer are true. These warranties and representations are made to induce the assignee to purchase this instrument, and should any difference or dispute arise as to the truth of any statement made in connection with this transaction, the undersigned agrees to repurchase this instrument for the amount owing thereon, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to collect the same.

Witness our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Seller)

By \_\_\_\_\_ Title: \_\_\_\_\_

### ASSIGNMENT — (With Full Recourse)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers all his right, title and interest in and to this instrument, and in and to the property described herein, to GENERAL FINANCE CORPORATION OF MONTGOMERY, its successors and assigns, with full recourse and in case of default for any reason the undersigned agrees to pay to the holder the balance owing under this instrument, together with costs, expenses and reasonable attorney's fees incurred by the holder in enforcing the terms hereof or in the event that the holder repossesses the property described herein.

Witness our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Seller)

By \_\_\_\_\_ Title: \_\_\_\_\_

### ASSIGNMENT — (Repurchase)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers all his right, title and interest in and to this instrument, and in and to the property described herein, to GENERAL FINANCE CORPORATION OF MONTGOMERY, its successors and assigns, without recourse, however, except as may be provided for otherwise, below; and warrants: that said instrument is genuine and in all things what it purports to be; that the undersigned has good title to said property and the right to transfer said title, and has caused the lien evidenced by this instrument to be shown on the Certificate of Title (if a Certificate of Title is required by the State where the vehicle is to be kept) covering the vehicle described herein; that all parties to this instrument are of legal age and have legal capacity to contract; that undersigned has no knowledge of any fact which might impair the validity of said instrument or render it less valuable or valueless; that buyer's true name is signed to said instrument; that the instrument is a valid lien upon the property; that the description of the property is true and correct; that the property was delivered to, and accepted by the buyer in good and satisfactory condition and such property has not been used for the commercial transportation of persons or property, or for work by law enforcement agencies; that the time balance, stated in the instrument is correct; and there is no defense to it; that the down payment was made in full, in cash and/or trade, and no portion of it is owing by separate note or open account; that the statements of the buyer are true. These warranties and representations are made to induce the assignee to purchase this instrument, and should any difference or dispute arise as to the truth of any statement made in connection with this transaction, the undersigned agrees to repurchase this instrument for the amount owing thereon, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to collect the same. The undersigned agrees to pay (to the holder) the balance owing under this instrument, together with costs, expenses and reasonable attorney's fees incurred by the holder in enforcing the terms hereof in the event that the holder repossesses the property, listed herein, and delivers it to the undersigned at his place of business or elsewhere.

Witness our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Seller)

By \_\_\_\_\_ Title: \_\_\_\_\_

### ASSIGNMENT — (Limited Guarantee)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers all his right, title and interest in and to this instrument, and in and to the property described herein, to GENERAL FINANCE CORPORATION OF MONTGOMERY, its successors and assigns, without recourse, however, except as may be provided for otherwise, below; and warrants: that said instrument is genuine and in all things what it purports to be; that the undersigned has good title to said property and the right to transfer said title, and has caused the lien evidenced by this instrument to be shown on the Certificate of Title (if a Certificate of Title is required by the State where the vehicle is to be kept) covering the vehicle described herein; that all parties to this instrument are of legal age and have legal capacity to contract; that undersigned has no knowledge of any fact which might impair the validity of said instrument or render it less valuable or valueless; that buyer's true name is signed to said instrument; that the instrument is a valid lien upon the property; that the description of the property is true and correct; that the property was delivered to, and accepted by the buyer in good and satisfactory condition and such property has not been used for the commercial transportation of persons or property, or for work by law enforcement agencies; that the time balance, stated in the instrument is correct; and there is no defense to it; that the down payment was made in full, in cash and/or trade, and no portion of it is owing by separate note or open account; that the statements of the buyer are true. These warranties and representations are made to induce the assignee to purchase this instrument, and should any difference or dispute arise as to the truth of any statement made in connection with this transaction, the undersigned agrees to repurchase this instrument for the amount owing thereon, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to collect the same. The undersigned further agrees to protect the

holder against any loss to the holder arising from any default by the buyer and to save the holder harmless thereof to the extent of \$\_\_\_\_\_, and agrees to pay, forthwith and without demand, said sum to the holder, upon receipt of any notice of such loss, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to collect the same.

Witness our hand and seal this 12th day of Dec, 1963

Guarantee \$200.00 for 6 months.

JACK HAMEL, INC.

(Seller)

By W. H. Hamel Title: Pres