SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons MARIE P. NIXON, 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, Alabama, at the place of holding same by ASSOCIATES DISCOUNT CORPORATION, an Alabama corporation, Assignee of GREEN-LINCOLN-MERCURY, INC.

Witness my hand this the 20 day of October, 1964.

Clerk

** ** ** ** ** **

COMPLAINT

ASSOCIATES DISCOUNT CORPORATION, An Alabama corporation, Assignee of GREEN LINCOLN-MERCURY, INC.,

PLAINTIFF.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

VS:

MARIE P. NIXON,

DEFENDANT.

The Plaintiff claims of the Defendant MARIE P. NIXON THREE HUNDRED ELEVEN & 40/100 DOLLARS (\$311.40), due by promissory note made by her on the 10th day of October, 1963, and payable on the 1st day of July, 1964, with interest thereon.

Said note provides for attorney's fee of fifteen per cent (15%), which is claimed by the Plaintiff.

Attorney for the Plaintiff

Defendant's address:

105 Fels Avenue Fairhope, Alabama

Ex-10-24-64

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SUMMONS

ASSOCIATES DISCOUNT CORPORATION, An Alabama corporation, Assignee of GREEN LINCOLN-MERCURY INC.,

PLAINTIFF,

VS:

MARIE P. NIXON,

DEFENDANT.

LAW OFFICE OF FOREST A. CHRISTIAN FOLEY, ALABAMA

Associates

ALABAMA INSTALLMENT SALES CONTRACT

ORIGINAL FOR ADC

	residing at	2853 Ralston Road	i
Marie P. Nixon (Write or Type Buyer's Name Plainly)		oer	Street
Mobile Mol	oile	Alabama.	_, hereby purchase of
City — Postal Zone No.	County	State	
Green Lincoln-Mercury, Inc., (Dealer) of the City	ofMobile	State of	Alabama.
New or Used Make of Motor Vehicle No. Cyl. Year Model No. Type of Bo		Motor Number	License Number
one New Mer. Caliente 6 1964 2-Doo	or Hard top	4H23T501142	
Automatic X Heater Transmission X Overdrive Steering	Power Brakes	Window Air Con Lifts ditionin	
ogether with all equipment and accessories thereon or hereafter added thereto all of white 3217.08	ich are included in the te	rm "motor vehicle" as used	herein, for a total tim
rice of § 3217.08 I have paid § 350.00 in cash upon said	time price and have de		ike of Trade-In)
otor vehicle at an agreed net value of 355.00 and I promise to pa	y the remainder of said	time price of \$ 2512.0)8
such coin or currency of the United States of America as at the time of payment shall	be legal tender for the	payment of public and private	depts,
n_36 monthly installments of \$_69.78 and a final insta	Ilment of \$	beginning on_	19_
nd continuing on the same day of each month thereafter until fully paid together with co	llection charges and atto		(MUMER AME DAS)
ndersigned's note of even date herewith which is a separate instrument and may be deta In consideration of the foregoing I shall be provided insurance if obtainable as f		es.	
Check Insurance Coverages I:			
			
COVERAGES APPLICABLE TO MOTOR VEHICLE for Term_			
\$ Deductible Collision, Comprehensive.	Fire, Theft an	d Combined Additional	Coverage.
Road Service.			
OTHER INSURANCE COVERAGES			
It is hereby mutually agreed insurance included herein, other th signature first appears below:	an insurance on the	car, covers only the pe	rson whose
Credit Life \$ 37.68; Accident and Health \$		•	
(No insurance included unle	•	-	
No Bodily Injury or Property Damag	_		
Title to said motor vehicle described herein shall remain in the seller or his assigned and possession of said motor vehicle. I shall not sell, encumber or lease the vehicated motor vehicle in violation of any State or Federal laws. I will not remove it from the holder of this contract.	le or transfer or assign a	my of my interest therein or	in this contract, or us
Time is of the essence of this contract and if I fail to pay any of the installments			
romises herein or in the said note, or if attachment, levy or execution or other process iss r if the holder shall deem himself insecure, all unpaid installments shall immediately beco	me due and payable witho	ut notice or demand and the h	older hereof may, with-
ut notice or demand and with or without process of law enter any premises where said me ale with or without notice and all sums paid hereunder may be retained for use of the vehic	cle. The holder may bid :	it such sale and each party he	ereunder shall have the
ights and privileges with respect to repossession, resale and disposition of proceeds the ersonal effects in or upon the vehicle at the time of retaking may be taken and such pro	perty may be held witho	ut liability until demanded by	me. I promise to pay
n demand any balance remaining on the indebtedness after the proceeds of sale, less nd I hereby authorize the holder to cancel any policy of insurance upon said motor ve	hicle or other insurance	purchased under this contract	and transfer, set-over
nd assign to said holder any and all refunds or returned premiums from such insurance xisting indebtedness hereunder with excess if any to be returned to me.		•	_
The rights and obligations of the respective parties hereto are as set forth herein an ereof, which statement I agree is a part of this contract and by this reference is incorpor	ated herein. Such rights	are cumulative and not elect	ive, and their order in
ne contract in no way restricts their application. Waiver of any default shall not constitutely of this contract.		erauit. I hereby acknowledge	receipt of a completed
The pronoun "I" as used herein means "We" if more than one person signs this	-	_	
NOTICE OF PROPOSED CR The undersigned hereby takes notice that the credit insurance coverage checked al			adness under this welse
ontract. This insurance, subject to the acceptance by the insurers, Old Republic Life Inst ontinental Casualty Company, Chicago 4, Illinois, with respect to credit accident and	urance Company, Chicago	o 1, Illinois, with respect to c	redit life insurance and
creams 65 years of age or older on the date the indebtedness is incurred are not eligible ype of credit insurance to be purchased. The term of insurance will commence as of the	for insurance hereunder.	The amount of premium is in	idicated above for each
mbraced in the term of indebtedness under the sales contract. The life insurance in forcage indebtedness hereunder, or \$10,000.00, whichever is less. The credit accident and heal	e during the term of this	contract shall be the amount	necessary to discharge
ue to an accident occurring, or a sickness first manifesting itself, during the term of t idemnity equal to the time balance divided by the number of months in the term of the	he indebtedness so as to b	e prevented from engaging in	any gainful occupation
ne thirtieth of the monthly amount beginning with the first day of disability which is cickness. Benefits hereunder shall be paid to the creditor to be applied to reduce or extin	iue to an accident and th	e 31st consecutive day of a di	sability which is due to
r to the estate of the insured. If the insurance is terminated prior to the scheduled matter romptly to the person entitled thereto. All of the foregoing is subject to the provisions of	irity date of indebtedness	any refund of premium due v	vill be paid or credited
NOTICE TO BUYER: Do Not Sign This Contract Until	Blank Spaces Are	Filled In.	
	f october	19 63	
Signed. Sealed and Delivered in presence of:			
Signed, Senicaryana Denverou in prosente	1011		
			(SEAL)
Mitness Buyer	Sign Marie		· • · · · · · · · · · · · · · · · · · ·
Malley Loop Buyer		Accident Insurance, as inclu- e person signing above.)	ded, covers only
Malen Spo Witness Buyer	th		-
Malley Labor Buyer	th		-
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Witness Buyer Witness Buyer Witness Alaba (Time Balance) (City) (State	Sign ————————————————————————————————————	October 10	(SEAL)
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If any of said installments be not paid when due, then all unpaid installments hereof shall immediately become due and payable, without notice or demand, together with interest at the highest lawful contract rate after maturity until paid with attorney_fees_of_15%. All of the parties hereto, including sureties, endorsers and guarantors, hereby severally waive presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit against any party thereto, and all endorsers and guarantors hereon consent that the time of payment may be extended from time to time after maturity without notice to them. The maker and all parties hereby jointly and severally waive and renounce, any and all homestead or exemption rights which they may have under or by virtue of the Constitution or laws of the state where buyer resides, or any other state of the United States, as against the debt evidenced hereby.

Buyer Daniel D. Teister

STATEMENT OF ADDITIONAL COVENANTS

If no cost of insurance coverage applicable to the motor vehicle is included in this contract, I promise to promptly insure the motor vehicle at my own expense in a company acceptable to the holder hereof against loss by fire, theft and collision for the period of the term of this contract under a policy providing that loss, if any, shall be payable to the holder hereof against loss by fire, theft and collision for the period of the term of this contract under a policy providing that loss, if any, shall be payable to the holder of this contract as our respective interests may appear and to keep such insurance in full force during said term and to deliver to the holder of this contract within five days of the date of this contract a paid-up policy to such effect. If I fall to so deliver such policy, or if such policy is subsequently cancelled or expires and I do not furnish replacement insurance immediately, the holder of this contract may but shall not be obligated to purchase as the holder of this contract demands together with interest thereon at the highest lawful contract rate until paid.

If any motor vehicle insurance obtained by the holder of this contract under the terms hereof is subsequently cancelled by the insurer and a return premium received therefrom, the holder after each such cancellation may but shall not be obligated to obtain therewith similar insurance from another carrier and if the premiums therefor are greater than the amount of return premiums, I promise to pay such additional amounts at such time, or times as the holder of this contract demands together with interest thereon at the highest lawful contract rate until paid. If the holder chooses not to obtain-such-insurance protecting both the holder and may be apply any remainder toward the satisfaction of the last maturing installment of this contract.

Any and all refunds or returns of uncarned insurance premiums are hereby transferred, set over-and assigned to the holder hereof as an additional secu

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Note:

If a corporation, signature must be in name of corporation by officer having authority from board directors to sign. If a partnership, by one of the partners.

Othera PRES ANEN

without recourse except that if the holder repossesses the motor vehicle described in the contract executed concurrently with this note, the undersigned will purchase said motor vehicle in accordance with Dealer's Protection Agreement No. 1.

Signed

Pay to

ASSOCIATES DISCOUNT CORPORATION

REPURCHASE

Title

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said Contract is genuine and in all things what it purports to be; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warrantles herein contained are untrue, the undersigned hereby promises to purchase on demand this Contract and the note executed concurrently therewith from the Assignee for the balance remaining unpaid on said Contract and said note.

ASSIGNMENT

10th ुुध OCTOBER 83

Dated this

Dealer Firm Name)

GREEN/LINCOLN MERCURY, INC.,

2 ASSOCIATES DISCOUNT CORPORATION

Signed

600213 D213-V

Pay to ASSOCIATES DISCOUNT CORPORATION ğ pay the first installments of this note when due, and if the holder repossesses the motor vehicle described in contract executed concurrently with this note, the undersigned will purchase the said motor vehicle in accordance with Dealer's Protection Agreement, No. 1. without recourse, except that if the maker fails to В without pecourse, except that if the holder repossesses the motor vehicle described in the contract executed toncurrently with this note, the understand upon demand will pay to the holder Pay to $\frac{1}{A}$ ASSIGNATES DISCOUNT CORPORATION Signed its then condition and location from the then unpaid balance hereof. PARTIAL REPURCHASE LIMITED REPURCHASE (Dealer) (Dealer) (Dealer) Title Title sald

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