## SUMMONS

STATE OF ALABAMA,

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons W. P. BROCK, 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 BALDWIN MOTOR CO.

Witness my hand this the 16 day of October, 1964.

COMPLAINT

ASSOCIATES DISCOUNT CORPORATION, An Alabama corporation, Assignee of BALDWIN MOTOR CO.,

...

PLAINTIFF,

VS:

W. P. BROCK,

DEFENDANT.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

AT LAW

The Plaintiff claims of the Defendant TWO HUNDRED FORTY-FIVE & 25/100 DOLLARS (\$245.25), due on promissory note made by him on 27th day of December, 1961, 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.

> Actorney for

Defendant's address:

Route 1# Eoxley, Alabama

E4-10-30-64



B) service on 40 miles

TAYLOR WILKINS, Sheriff

By 6 0 Mc Suc (D. S.

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Sheriff claims \_\_\_\_\_\_ miles

en Cents per mile Total \$ 22 = TAYLOR WILKINS Juhanity

BY JOY SHERVER

SUMMONS

ASSOCIATES DISCOUNT CORPORATION, An Alabama Corporation, Assignee of BALDWIN MOTOR CO.,

PLAINTIFF,

VS:

W. P. BROCK,

DEFENDANT.

AUGE L DUCK, SEERSTESS J

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF FOREST A. CHRISTIAN FOLEY, ALABAMA

ORIGINAL FOR ADC

W. P. Brock	Buyer's Name Plainly)	Tresiding at No	Rt.1	Street
Loxley	Postal Zone No.	Baldwin County	Ala.	hereby purchase of
Baldwin Motor	ing and the second of the sec	of the City of Robert		Ala.
New or Used   Make of Motor V	ehicle No. Cyl.   Year   Model No.	Type of Body   Serial Number		License Number
one used Dodge	8 60 pione	er_2dr. 2022199.		2-01954
	omatic nsmission Overdrive	Power Power Brakes	Window Air C Lifts dition	
together with all equipment and access	/	eto all of which are included in the h upon said time price and have	1960 (	
motor vehicle at an agreed net value of in such coin or currency of the United	. 639.88 and I r	promise to pay the remainder of s	(Year and aid time price of \$ 18	Make of Trade-In) 300 • 00 ate debts,
in 30 monthly installment	s of $$60.00$ and a fi	inal installment of \$_no	ne beginning on	271 1962 (Month and Day)
and continuing on the same day of each undersigned's note of even date herewi	h month thereafter until fully paid togo th which is a separate instrument and	ether with collection charges and a may be detached herefrom.	ttorney's fees all as provided	
In consideration of the foregoin	g I shall be provided insurance if ob		4	
COVERAGES APPLICA	Check Insurance Co BLE TO MOTOR VEHICLE :	overages Included in Contra for Term 30 Mo	nths, effective <u>12/2</u>	7/ 1961
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signature first appears b	and the state of t		he car, covers only the	person whose
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Title to said motor vehicle descr	ribed herein shall remain in the seller	or his assignee until this contract	is fully performed by me. I he	reby acknowledge delivery
to me and possession of said motor ve said motor vehicle in violation of any from the holder of this contract.		ove it from the county or filing di	strict in which I now reside w	vithout written permission
promises herein or in the said note, or is out notice or demand and with or without notice and all sums rights and privileges with respect to remand effects in or upon the vehicle on demand any balance remaining on and I hereby authorize the holder to and assign to said holder any and all existing indebtedness hereunder with expecting indebtedness hereunder with expecting indebtedness hereunder with expecting indebtedness hereunder and all existing indebtedness hereunder with expecting indebtedness hereunder with expecting indebtedness hereunder with expecting indebtedness hereunder with expecting indebtedness hereunder and all existing indebtedness hereunder with expecting indebtedness hereunder with expecting indebtedness hereunder with expecting indebtedness hereunder in a precision of the hereof, which statement I agree is a pa	cure, all unpaid installments shall imm but process of law enter any premises we paid hereunder may be retained for us repossession, resale and disposition of at the time of retaking may be taken the indebtedness after the proceeds ocancel any policy of insurance upon scancel any policy of insurance upon screfunds or returned premiums from scess if any to be returned to me, respective parties hereto are as set for	editately become due and payable where said motor vehicle may be as e of the vehicle. The holder may be proceeds thereof as are accorded and such property may be held wif sale, less expenses of retaking, ald motor vehicle or other insuransuch insurance to be receipted for the herein and in the "Statement."	thout notice or demand and the not take possession of it and so d at such sale and each party by the applicable laws of the thout liability until demanded storing, repairing and selling ce purchased under this control by him in my name or his of Additional Covenants' set	s holder hereof may, with- ell it at public or private hereunder shall have the State of Alabama. Any by me. I promise to pay have been applied to it act and transfer, set-over for application to any forth on the reverse side
the contract in no way restricts their a	pplication. Waiver of any default shall means "We" if more than one person	I not constitute waiver of any other	r default. I hereby acknowled	ge receipt of a completed
contract. This insurance, subject to the Continental Casualty Company. Chicap Persons 65 years of age or older on the type of credit insurance to be purchased the indebtedness hereunder, or \$10,000, due to an accident occurring, or a sic indemnity equal to the time balance disone thirtieth of the monthly amount beingless. Benefits hereunder shall be porto the estate of the insured. If the	otice that the credit insurance coverage acceptance by the insurers. Old Repu to 4, Illinois, with respect to credit a date the indebtedness is incurred are d. The term of insurance will commen under the sales contract. The life insur 00, whichever is less. The credit accideness first manifesting itself, during yided by the number of months in the eginning with the first day of disabilial to the creditor to be applied to reinsurance is terminated prior to the se	blic Life Insurance Company, Chic accident and health insurance, cove not eligible for insurance hereund he as of the date the indebtedness cance in force during the term of the term of the indebtedness so as it term of the sales contract will be ty which is due to an accident and duce or extinguish the indebtedness theduled maturity date of indebtedness theduled maturity date of indebtedness.	ed in connection with the inde ago 1. Illinois, with respect to res only the person whose signier. The amount of premium is is incurred and will be the his contract shall be the amoust provides that if the insured to be prevented from engaging paid for each day of such totathe 31st consecutive day of a creess proceeds, if any shall sess, any refund of premium during the same agon to the sess, any refund of premium during the same agont to the sess, any refund of premium during the same agont to the same agont t	o credit life insurance and ature first appears below. Indicated above for each number of whole months int necessary to discharge becomes totally disabled in any gainful occupation. I disability at the rate of disability which is due to be payable to the insured
NOTICE TO BUYER:	Do Not Sign This Contra			
In Witness Whereof, I hereunto	set my hand and seal on this	Th 0.00	, <u>1961_</u> .	$\Omega$
Signed, Sealed and Delivered in	presence of:		1/ 20	
Mund	- Witness-	Buyer Sign (Credit Life, Health	and Accident Insurance, as inc	(SEAL)
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M.V. 510	Witness	Buyer Sign		(SEAL)
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and the state of t	of public and private debts,	:00 <b></b>	he United States of America a	2/1 62
and continuing on the same day of each 5% of each installment or \$5.00 whiche	n month thereafter, together with colle- ever is the lesser.  not paid when due, then all unpaid in:  wful contract rate after maturity until  sentment for payment, notice of non-pay  sent that the time of payment may be e-  waive and renounce, any and all home.	ction charges on each installment i stallments hereof shall immediatel paid with attorney fees of 15%. Al ment, protest, notice of protest and extended from time to time after me stead or exemption rights which the	n arrears for a period in excess y become due and payable, w l of the parties hereto, includir i diligence in bringing suit againturity without notice to them, ley may have under or by viri	(Month and Day) so f 10 days an amount of ithout notice or demand, ag sureties, endorsers and nst any party thereto, and The maker and all parties
		Buyer - Wil	ey 1: 15 20	ck .
D213-W Rev. 8-60		Buyer		

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 me and 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 fail 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 such policy, and I promise to pay the cost thereof 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 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 and the holder and myself against loss, the holder may but shall not be obligated to purchase a policy-of single interest insurance protecting both the holder and myself against loss, the holder may but shall not be obligated to purchase a policy-of single interest insurance protecting the holder alone against loss and to apply any remainder toward the satisfaction of the last maturing installment of this contract.

Any and all refunds or returns of unearned insurance premiums are hereby transferred, set over and assigned to the holder hereof as an additio

Dated this If a corporation, directors to sign. day ôf , signature must be in name of h. If a partnership, by one of December the partners Ų officer having authority from

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, fersinafter 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 right to transfer title thereto; that the undersigned has good tille to said motor vehicle and has the right to transfer title thereto; that the undersigned has good tille to said motor vehicle and has the stransaction; that all parties thereto have capacity to contract; that note 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 these 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

D213-W

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ASSOCIATES DISCOUNT CORPORATION

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Rev. 12-60 603242 Printed in U.S.A.

3 6 8 80 0 0.845483V30V4 ACCOUNT NO. 2/5366254612561271 INSTALMENT BALANCE L.C.DUE L.C.PO AMT. 1.32 seedal. ARAUT. 23 12 20 1/2 1.32 40000 医水杨二十年八月 1.32 63,400 .idd=ab Single Market 1.32 3.00 3.0 ± 0.49 400年6月 1.32 6/2486/32000 3.00 jā J<sub>ist</sub>ūk 7/3/ 4/-3264 1.32 158 100000 200 8/45/1/3742 行分类量 60.0 1.32 1/15 77/32 K 7700 13,32 Eller W 1/2 1 1/3 2 1633 7. s.ly. 1.32 1. 1. 1.32 1 51 \* 11 3 1 4 1 8 7 1.32 53400 1.32 事与法律 新兴 1.32 0.40 3.)2 ... ¥ <sup>†</sup> ...'. . . . 1,32 Ĭ.ĴŸ 1.32 1,32 D & 43 / 1.32 ş Çalı , fall green 1.32 No. 4 feb  $G^{**}(x,y)$ 1.32 4 1 5 × 4 ( 1 to 1.32 anticottonic constant 1,30 -14.35 1,32 3 No. (1 g. 1). 1.32 2.02 1.6,

NAME: St. P. Brock	ACCOUNT BUNBER 4436 391-1
ADDRESS: Rt 1	EMPTONEM Sel la sta.
Lopely,	ala
Balance due on your account	\$ 1287.72
Expense of repossessing and selli	$\frac{-0}{}$
Total	\$ 1287.72
Less credits due:	
Accepted high bid for car	900,00
Insurance return premium	112.56
Other Credits	29.97
Total Credits Allowed	1042,4)
Deficiency Balance	© 3 45. 30