DEFICIENCY ACCOUNT INFORMATION

CUSTOMER

Customer's Name	Willie James Gray Robert L. Gray Machan Mathan Alabama	Account Number	3829,61	<u>ll-7</u> Branch	Mobile 695
Present Employme	ent Baker McMillon Co.	Stockton, Ala.		-	
OccupationT	ruck driver		Income	75 wk	
	COLLATERAL				
Car: Make Me	ercury Year 1954	· · · · · · · · · · · · · · · · · · ·	Body	Conv	· · · · · · · · · · · · · · · · · · ·
Dealer's Name an	nd Address Big Three Dodge	, Inc. Mobil	e, Ala.		
Date of Note 2-	-6-60	Kind of	Instrumen Mortgage	nt CS	Contract ease
Terms 1	5 @ 1/1;-91;	-			
	ote 315.08				
Date Repossesses	d <u>11/29/60</u>				
Date of Foreclos	sure				
Sold To Ro	obert Lyles		_Amount	65.00	
Plus Expenses of Less Proceeds of Less Unearned In Defici	When Repossessed f Repossession and Sale f Sale nsurance Premium iency Due		359.02 65.00 49.20 1.00 (37.30 (206.52	OL .	
COMMENTS: DOCUMENTS ATTACE	FED				

Received__

DEF-1820

Associates	ALABAMA INSTALI	LMENT SALES CONTRA	ACT	ORIGINAL FOR ADO
ı, <u>Willie</u> Ja		, residing at		
(Write or Type) Latham	Buyer's Name Plainly)	Nun	nber	Street
	ostal Zone No.	County	Alabama hereb	y agree to purchase o
Big Three Dodge, In	Godfalden (* Chepler)	of the City ofMobile		Alabama
New or Used Make of Motor V		Type of Body Serial Number	Motor Number	License Number
one Used Mercury	8 51 Monte C	onvt. 5LSL72385M		
Radio X Heater X Auto	matic smission & Overdrive	Power Power Steering Brakes	Window Air Con- Lifts ditioning	Other [
820 00	ories thereon or hereafter added thereto e paid \$ <u>155.90</u> in cash u	all of which are included in the ter-	m "motor vehicle" as used h	erein, for a total time
motor vehicle at an agreed net value of in such coin or currency of the United S	and I prom	dige to pay the remainder of and the	671.10	•
in 15 monthly installment		nal installment of \$	beginning on_	3-7 19°0
provisions of an installment sale contri	month thereafter until fully paid as evide above described vehicle shall remain in t act and note executed contemporaneousl I shall be provided insurance if obtainab	ly herewith.	m data hawarrith which is a	onth & Day) parate instrument and upliance with all of the
in consideration of the foregoing		verages Included in Contract		
COVERAGES APPLICABI	E TO MOTOR VEHICLE for T	~ ~	ective	<u>2-6</u> , ₁₉ 60
7 \$ 50.00 Dedu	actible Collision, 🔀 Comprehe	nsive. Fire, Theft and Co.	mbined Additional Cove	erage.
Road Service.		-		_
OTHER INSURANCE COV It is hereby mutually agree ture first appears below.	ERAGES d insurance included herein, oth	er than insurance on the car,	covers only the person	whose signa-
স্থি Credit Life. Benefits pay	vable in amount necessary to dis	charge indebtedness hereunde: ium rate 1% per annum.	r. Policy automatically	terminates on
Disability from pre-existing ability due to accident star repossession. Premium rate	senefits payable monthly in amog g conditions, pregnancy, and sit first day of disability. Policy a —12 months or less, 1% per \$1 25 through 30 months, 2% per \$1	ckness for 30 days or less are automatically terminates on or 100.00: 13 through 18 months	e excluded. Benefits pay riginal maturity date he	able for dis-
		ided unless checked above)	/# /o F 4-0000.	
Title to said motor vehicle describ to me and possession of said motor ve	Sodily Injury or Property or hicle. I shall not sell, encumber or least tate or Federal laws. I will not remove	his assignee until this contract is full	y performed by me. I hereby	
promises herein, or in attachment, levy shall deem himself insecure, all unpaid or demand and with or without process with or without notice and all sums pa- rights and privileges with respect to re- personal effects in or upon the vehicle a on demand any balance remaining on the land I hereby authorize the holder to c	tract and if I fail to pay any of the in or execution or other process issues a installments shall immediately become s of law enter any premises where said the reunder may be retained for use opossession, resale and disposition of present the time of retaking may be taken an his indebtedness after the proceeds of ancel any policy of insurance upon sairefunds or returned premiums from success if any to be returned to me.	gainst the motor vehicle, or in the evidue and payable without notice or of motor vehicle may be and take point the vehicle. The holder may bid at rocceds thereof as are accorded by the such property may be held without sale, less expenses of retaking, storid motor vehicle or other themselves.	ent of bankruptcy or my insol demand and the holder hereo ssession of it and sell it at such sale and each party here applicable laws of the Stiliability until demanded by ng, repairing and selling ha	vency, or if the holder f may, without notice public or private sale reunder shall have the ate of Alabama. Any me. I promise to pay we been applied to it
In the event this agreement and claims against the seller directly with the purchase price or possession of sai aw in the event this contract is assign. The rights and obligations of the hereof, which statement I agree is a part of the contract in no way restricts the pleted copy of this contract.	title to the motor vehicle is assigned thim and agree not to set up any such d motor vehicle brought by the owner ed to an attorney not a salaried employ respective parties hereto are as set fortart of this contract and by this refere ir application. Waiver of any default sl	claim as a defense, counterclaim, set hereof. I further agree to pay such a ee of the holder for collection or ref h herein and in the "Statement of A nace is incorporated herein. Such righ hall not constitute waiver of any oth	-off, cross complaint or other attorneys' fees and court cost cossession of the motor vehic additional Covenants'' set for	wise to any action for s as are permitted by le described herein, th on the reverse side
	means "We" if more than one person s Do Not Sign This Contract		Filled In	
	set my hand and seal on this			
Signed, Sealed and Delivered in p		· · · · · · · · · · · · · · · · · · ·	. 19	e de la companya de
Dean Chan		Buyer Sign V. V. 10	1 / .	(SEAL)
T DATT	Witness	(Credit Life, Health and A	Cident Insurange, as include	
MAR BI	Witness	Buyer Sign Life p	erson signing above.)	(SEAL)
(Time Balance)	Mobile (Cly)	Alabama (State)	February 6	
For value received, I, (We jointly	and severally) promise to pay to the orde	er of Big Three Dod	ge, Inc. (Dealer)	- Winds of seems - Common - Co
Six hundred Sever	ty Four and 70/100 CORPORATION, South Bend, Indiana,	In such coin or currency of the United	Dollars (\$ 674.6	10)
be legal tender for the payment of publi	c and private debts. s of \$ \frac{11.91}{21.91} and a fin	and the state of t	· · · · · · · · · · · · · · · · · · ·	Adamson Janes S.
	nonth thereafter, together with interest	1997年,1987年,1987年,1997年,1997年,1997年,1997年,1997年,1997年,1997年,1997年,1997年,1997年,1997年,1997年,1997年,1997年,1997年,19	beginning on 3	Shelle De Theres
then unpaid hereon.	month thereafter, together with interest aid when due, then all unpaid installmen	三月散, 也一点大金罐道,安装上点一下。	a example in the second	
parties hereto, including sureties, endorse in bringing suit against any party thereto without notice to them. The maker and	and when due, then all unpaid installments and guarantors, hereby severally waive, and all endorsers and guarantors hereo all parties hereto do hereby jointly and so on or laws of the state where buyer residents.	ye presentment for payment, notice of a consent that the time of payment a severally waive and renounce, any and	non-payment, protest, notice of may be extended from time to all homestead or exemption	f protest and diligence o time after maturity rights which they may
		- X JULU Gran	els May	

D 213 W Rev. 9-59

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 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 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 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 additional security for the

Any and all refunds or returns of uncarned insurance premiums are hereby transferred, set over and assigned to the holder hereof as an additional security for the indebtedness evidenced by this contract and may be collected and receipted for by the holder in its name or in mine at any time. The holder of this contract may from time to time apply all sums not expended for insurance toward the satisfaction of the last maturing installment of this contract. X•USEs oy estreomiliatest girikasom. Por value received the undersigned hereby assigns the installment sales contract hereon, to the Associates Discount Corporation, 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 instrument is genuine and in all things what it purports to be, and that thebundersigned has title to said motor vehicle and has a right to transfer title thereto; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said instrument or render it less valuable or valuetes; and further, that the undersigned believes that the facts slated in the bayer's credit statement enclosed are true. The warranties herein contained are made to induce assignee to purchase this contract and if any be untrue, with or without knowledge of the undersigned or reliance thereon by assignee, the undersigned will on demand purchase this contract from the assignee for the balance remaining unpaid. Note: 2=6 (ð. If a corporation, signature must be in name of directors to sign. If a partnership, by one of the 0) ASSIGNMENT Ç BIG THREE DODGE, f corporation) DEALER, (Firm Name) 60 Official Title n by officer having authority from board 2 D 213 W Rev. 9-59

pay Associates I or to buy said a count Corporati hereof in its th without recourse except that undersigned agrees to purchase from it the motor vehicle described in the contract execute concurrently with this note in accordance with its Dealer's Protection Agreement No. 1

BIG THREE DODGE, INC. ASSOCIATES DISCOUNT CORPORATION without recourse, excepting that it Associates Discount Corporation repossesses the motor yethcle described in the pontract executed concurrently with this note, the undersigned shall have the option upon demand of Associates Discount Corporation to Fay Pay 1 -ASSOCIATES DISCOUNT CORPORATION Pay to to pay any of the first installments of this note when due, then the undersigned will pay to the holder bereof an amount equal to the entire unpaid-balance) thereof in purchase of the motor vehicle described in the contract executed concurrently with this note in accordance with Dealer's Protection Agreement No. 1. 5 ASSOCIATES DISCOUNT CORPORATION Pay Signed without recourse excepting that if the ASSOCIATES DISCOUNT CORPORATION ö ö ASSOCIATES DISCOUNT CORPORATION ô LIMITED REPURCHASE PARTIAL REPURCHASE es biscount Corporation \$
Ild motor vehicle from Associates Disration for the then unpaid balance
then condition and location, WITHOUT RECOURSE TIUT REPURCHASE RECOURSE h Dealer Dealer Dealer 3 maker fails Title Title Title Title

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FAMILY BASIC DISCOUNT SHEET

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SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons WILLIE JAMES GRAY and ROBERT L. GRAY, 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 BIG THREE DODGE, INC.

Witness my hand this the 27 day of October, 1964.

Minel would

COMPLAINT

ASSOCIATES DISCOUNT CORPORATION, An Alabama corporation, Assignee of BIG THREE DODGE, INC.,

PLAINTIFF,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

VS:

WILLIE JAMES GRAY and ROBERT L. GRAY,

DEFENDANT.

The Plaintiff claims of the Defendant TWO HUNDRED SIX & 52/100 DOLLARS (\$206.52), due on promissory note made by him on the 6th day of February, 1960, and payable on the 1st day of July, 1963, with interest thereon.

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

Actorney for the Plaintiff

Defendants' Address:

Stockton, Alabama

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.

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You are hereby commanded to summons WILLIE JAMES GRAY and ROBERT L. GRAY, 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 BIG THREE DODGE, INC.

Witness my hand this the 11 day of October, 1964.

COMPLAINT

ASSOCIATES DISCOUNT CORPORATION, An Alabama corporation, Assignee of BIG THREE DODGE, INC.,

PLAINTIFF,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

VS:

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

Defendants' Address:

Stockton, Alabama

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service on Folken Robert L. Tray Not found in this County 716.6267

SUMMONS

ASSOCIATES DISCOUNT CORPORATION, An Alabama corporation, Assignee of BIG THREE DODGE, INC.,

PLAINTIFF,

VS:

WILLIE JAMES GRAY and ROBERT L. GRAY,

DEFENDANTS.

OCT THE REAL AIRE STATES

LAW OFFICE OF FOREST A. CHRISTIAN FOLEY, ALABAMA

