### SUMMONS

(6271)

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons B. W. DOWNING and ELLEN DOWNING, 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 SCHAEFFER LINCOLN-MERCURY, INC.

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

## \*\* \*\* \*\* \*\* \*\* \*\*

## COMPLAINT

ASSOCIATES DISCOUNT CORPORATION,
An Alabama corporation, Assignee
SCHAEFFER-LINCOLN-MERCURY, INC.
PLAINTIFF,

BALDWIN COUNTY, ALABAMA
VS:

B. W. DOWNING and ELLEN DOWNING,

AT LAW

DEFENDANTS.

The Plaintiff claims of the Defendants FOUR HUNDRED FORTY-SIX & 40/100 DOLLARS (\$446.40), due on promiseory note made by them on the 21st day of January, 1958, and payable on the 1st day of July, 1962, 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

Defendants' Address:

1205 Randall Avenue Daphne, Alabama

Ex-10-29-64

Tr. Carrier

7206271

## SUMMONS

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

VS:

TAYLOR WILKINS, Sheriff

B. W. DOWNING and ELLEN DOWNING,
DEFENDANTS.

OCT 27 1984 AUG J. May, Guens

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

#### DEFICIENCY ACCOUNT INFORMATION

#### CUSTOMER

Customer's Name N. W. Ellen Downing Ac	count Number 32 1727-20 Branch Mobile 695
Present Address 1205 Randall Aveneu, Daphne	, Alabama
Present Employment Retired	
Occupation	Income
COLLATERAL	
and the second s	and the second of the second o
Car: Make Ford Year 1957	Body F/L 500 2dr.
Dealer's Name and Address Schaeffer Lincoln	-Mercury, Inc., Mobile, Alabama
Date of Note 1-21-58	Kind of Instrument CS Contract
,	Mortgage Lease
Terms 30 @ 64.51	
Total Paid on Note 903.13	
Date Repossessed 5/11/59	
Date of Foreclosure	
Sold To Atlas Wrecking	Amount kx 475.00
Unpaid Balance When Repossessed	1032.17
Plus Expenses of Repossession and Sale	
Less Proceeds of Sale	<u>1.7500</u>
Less Unearned Insurance Premium	9.39 CL
Deficiency Due	l01.38 Ry kk6.k0
COMMENTS:	
DOCUMENTS ATTACHED	
Rec	eived

DEF-1820



# ALABAMA - GEORGIA CONDITIONAL SALES CONTRACT

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☐ Road Service.  OTHER INSURA	ANCE CO	OVERAGI	es — 🗀 🤆	Credit Life	, 🖂 Acci	ident and	Health,			
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Said seller shall a	assign this	agreement	and transfer	title to said	I motor veh	nicle to the	Associates Di			ana, and in the event ment that I will settle
all claims against the se complaint or otherwise to	eller herein to any actic	on for the pu	n nim and a urchase price	gree not to a	on of said m	iotor vehicle	brought by	the owner here	of.	or determine out out, drawn
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#### STATEMENT OF ADDITIONAL COVENANTS OF THE BUYER

If insurance is not included in the total time price, I promise to promptly insure the motor vehicle at my own expense 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 5 days of the date of this contract a paid up policy to such effect. If I fall to so deliver such a policy the holder of this contract may purchase such a policy and the deferred balance of this purchase price provided for herein shall be increased by the premium on such insurance and I promise to pay the amount of such increase at such time or times as the holder of this contract demands together with interest on the amount of said premium at the highest legal contract rate.

If insurance is included in the total time price and the holder of this contract obtains such insurance and such increase at such time or times as the holder of this contract demands together with interest on the amount of said premium at the highest legal contract rate.

If insurance is included in the total time price and the holder of this contract obtains such insurance and such insurance is subsequently canceled by the insurance is included in the total time price and the holder and may be receipted for by him either in his name or in my name and if possible the holder shall obtain therewith, similar insurance to that canceled from another carrier and if the premium thereon is greater than the amount of such return premium because the new policy extends beyond the term of this contract or for any other reason, the deferred balance of the purchase price provided for herein shall be increased by such additional amount and I promise to pay such additional amount at such time or times as the holder hereof demands together with interest on the additional amount at the highest legal contract rate.

If insurance is included in the total time price and the holder is unable to obtain such insurance or if, having obtained such insurance, it is subsequently canceled by the insurer and a return premium is received by such holder and the holder hereof is unable to obtain other similar insurance, the holder is authorized by me to use as much of the cost of insurance included in the total time price or the amount of return premium received from such cancellation of insurance as the case may be, to purchase if possible, a policy of single interest insurance against loss from the hazards set forth above protecting the holder alone against such loss and to apply any remainder toward the satisfaction of the last maturing installment of this contract.

If insurance is included in the total time price and no insurance against loss from the hazards set forth above protecting the holder alone against such loss and to apply any remainder toward the satisfaction of the last maturing installment of this contract.

If insurance is included in the total time price and no insurance of the types in this contract provided for — either dual or single interest — can be obtained or being obtained is canceled, the holder of this contract may apply all sums included in the total time price of this contract not expended for insurance and such sums as are returned to him because of cancellation of insurance toward the satisfaction of the last maturing installment of this contract.

true. The undersigned represents that he does not know or have any there is to be any extension of credit to the buyer in connection will vehicle described in said conditional sales contract other than such are no agreements, arrangements or understandings between the unbuyer may make repayment other than as recited in the contract. For value received the undersigned hereby assigns the conditional 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 items and encumbrances of whatever nature or kind; that said instrument is genuine and in all things what it purports to be, and that the undersigned has title to said motor vehicle and has a right to transfer title thereto; that said conditional sales contract constitutes a valid substiting and perfected first lile on said motor vehicle; 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 valueless; and further, that the undersigned believes that the facts stated in the buyer's credit statement enclosed are true. of directors Indicate coverage by check [8] and insert amount deductible. Time price includes: January Fire and Theft, signature must be in name to sign. If a partnership, by 21 s t Schaeffer Deductible Collision ASSIGNMENT DEALER, of corporation by of or have any reason to innection with the p or than such as are r (F) ny reason to know that there is or i with the purchase by him of the much as are reclied therein; and that il undersigned and the buyer whereby Ingurance omcer having authority or that motor t there by the pay Associates I or to buy said I count Corporati hereof in its th Signed to pay any of the first installm to this note when due, then the undersigned of this note when due, then the undersigned pay to the holder beteof an amount equal to entire unpaid balance thereof in purchase of motor vehicle described in the contract executive oncurrently with this note in accordance to Dealer's Protection Agreement No. 1 without recourse except that undersigned agpurchase from it the motor vehicle describ the contract executed concurrently with this in accordance with its Dealer's Protection, ment No. 1. N without recourse, excepting that if Associates count Corporation repossesses the motor videscribed in the contract executed concurrently this note, the undersigned shall have the option on demand of Associates Discount Corporation Pay B Pay Pay Ġ Signed without recourse Pay Pay Associates Discount conton. ASSOCIATES DISCOUNT CORPORAT 5 ASSOCIATES ASSOCIATES DISCOUNT CORPORATION ASSOCIATES DISCOUNT CORPORA ö かられん

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DISCOUNT SHEET

Branch (Use stamp with code) B. W. & Ellen Downing Randall Ave. Daphne, Ais. Purchaser. Co-signer . Street City Ala Franchise 🖾 Used [] State DeclerSchaeffer Lincoln-Mercury, Inc. City No. Cyl. Year Model No. Serial Number Motor Number Make Body New | C767100281 F/L 500 2 dr. Used 📆 Ford S.S.P. Instal. State Dealer Code End. Term City County Exp. Date NADA BRANCH DISCOUNT COMPUTATIONS RED BOOK Low Book 1445-1735.20 Cash down ...... S \_\_\_ Total down payment Program Advance Unpaid Cash (Deferred) Balance Check to dealer No. 8838 FOREIGN INSURANCE Check for Ordered by Assoc. Dir. Dir. Pur. Z Agent \_\_\_\_ Company Check for No. Co. add. Paid B.D. Check No. F.ST. C.A.C. Comp. D.C. S.// (4) D.A. Premium paid by: Pur. W Our check (5) C.R. s (1) Regular B.D. Chart No. 6/1/0/2 U.C.S. \_ (2) Hold B.D. Territory charge S\_ \$ Term of insurance ... B's Name Total Premium for HAL or Credit Life S\_ Branch To Mark Proper Plan for HAL or Cr. Life Person to be insured if Old Republic Travelers Cont. Cas. more than one signer HOME OFFICE USE ONLY BRANCH TO MARK HAS CONTRACT BEEN FILED Cradit Total LAH. What State Accident Life REMARKS Credit life only 📝 Emmco 1st Year 2nd Year 3rd Year Total Code Comprehensive 🔲/ D.C. S Total Fire & Theft / C.A.C. PLACE ON CARD Grade Road & Tow. Total Emmco INS. CLASS APPROVAL Total all direct insurance FL. PL Yes No Paid Dealer: FA LA- 🗀 - -----LV 🗀 Total Time Balance Assignment: (Amount of Note) RA 🗆 WR 🗀 BE 🗌 FIRST LETTER Payable 'Pick-up Payment" of \_ LRA 🗍 No. Pmts. . PRA 🔲 S\_ BRANCH OFFICE HOME OFFICE DATE REC'D HOME OFFICE Reg. install. of \$ starting P.B. Final installment of S. F.C. Home Office Only Mo. Approved Final Installment Date T.B.

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