

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

September 6, 1966

Honorable Telfair Mashburn  
Judge of Circuit Court  
Bay Minette, Alabama

Re: Associates Discount Corporation  
Vs: Vivian Faye Brown  
Case No. 6610


Dear Judge Mashburn:

Would you kindly render a judgment on the case mentioned above on a promissory note which is enclosed.

You will see from the Complaint that the Plaintiff claimed \$564.00; that this note goes back to August 1959, with interest and I have requested 15% attorney's fees as provided for in said note. The principal and interest total approximately \$999.00.

On previous judgments, you have discounted the claim somewhat, but we would appreciate a judgment in such amount as you deem necessary. I am enclosing the file for your examination.

Cordially yours,



FOREST A. CHRISTIAN

## DEFICIENCY ACCOUNT INFORMATION

## CUSTOMER

Customer's Name Vivian Faye Brown Account Number 3689,491-20 Branch Mobile 695  
Present Address Route 1, Box ~~51~~ <sup>343</sup> B, Atmore, Alabama  
Present Employment Escombia Mills, Atmore  
Occupation \_\_\_\_\_ Income \_\_\_\_\_

## COLLATERAL

Car: Make Dodge Year 1956 Body 4dr  
Dealer's Name and Address Big Three Dodge, Inc.  
Date of Note 8-20-59 Kind of Instrument CS Contract  
Mortgage \_\_\_\_\_ Lease \_\_\_\_\_  
Terms 24 @ 54.27  
Total Paid on Note 542.70  
Date Repossessed 8/26/60  
Date of Foreclosure \_\_\_\_\_  
Sold To J. Gaurino Amount 125.00

Unpaid Balance When Repossessed  
Plus Expenses of Repossession and Sale  
Less Proceeds of Sale  
Less Unearned Insurance Premium  
Deficiency Due

759.78125.0064.975.72 CL564.09

COMMENTS:

DOCUMENTS ATTACHED

Received \_\_\_\_\_

I, Vivian Faye Brown  
(Write or Type Buyer's Name Plainly) residing at Rt. 1, Box 254-B  
Number Street  
Atmore, A Alabama City — Postal Zone No. County State hereby agree to purchase of  
Big Three Dodge, Inc. (Dealer, of the City of Mobile State of Alabama)

	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number								
One	Used	Dodge	8	1956	Royal	4-Door		34981196									
Radio	<input checked="" type="checkbox"/>	Heater	<input checked="" type="checkbox"/>	Automatic Transmission	<input checked="" type="checkbox"/>	Overdrive	<input type="checkbox"/>	Power Steering	<input checked="" type="checkbox"/>	Power Brakes	<input checked="" type="checkbox"/>	Window Lifts	<input type="checkbox"/>	Air Conditioning	<input type="checkbox"/>	Other	<input type="checkbox"/>

together with all equipment and accessories thereon, all of which are included in the term "motor vehicle" as used herein.

for a total time price of \$ 1702.48. I have paid \$ -0- in cash upon said time price and have delivered a '56 Dodge  
(Year and Make of Trade-In)

motor vehicle at an agreed net value of \$400.00 and I promise to pay the remainder of said time price of \$ 1302.48  
in such coin or currency of the United States of America at the time of payment shall be legal tender for the payment of public and private debts.

in 24 monthly installments of \$ 54.27 and a final installment of \$ -0- beginning on 9/20 1959  
(Month & Day)

and continuing on the same day of each month thereafter until fully paid as evidenced by the undersigned's note of even date herewith which is a separate instrument and may be detached herefrom. Title to the above described vehicle shall remain in the seller or his assignee until the purchase price is fully paid in compliance with all of the provisions of an installment sale contract and note executed contemporaneously herewith.

In consideration of the foregoing I shall be provided insurance if obtainable as follows:

#### Check Insurance Coverages Included in Contract

COVERAGES APPLICABLE TO MOTOR VEHICLE for Term 24 Months, effective August 20, 19 59

☒ \$ 50.00 Deductible Collision, ☒ Comprehensive. ☐ Fire, Theft and Combined Additional Coverage.  
☒ Road Service.

#### OTHER INSURANCE COVERAGES

It is hereby mutually agreed insurance included herein, other than insurance on the car, covers only the person whose signature first appears below.

☒ Credit Life. Benefits payable in amount necessary to discharge indebtedness hereunder. Policy automatically terminates on original maturity date hereof or upon repossession. Premium rate 1% per annum.

☐ Accident and Health. Benefits payable monthly in amount of contract divided by number of months scheduled therein. Disability from pre-existing conditions, pregnancy, and sickness for 30 days or less are excluded. Benefits payable for disability due to accident start first day of disability. Policy automatically terminates on original maturity date hereof or upon repossession. Premium rate — 12 months or less, 1% per \$100.00; 12 through 18 months, 1½% per \$100.00; 19 through 24 months, 1¾% per \$100.00; 24 through 30 months, 2% per \$100.00; 31 through 36 months, 2¼% per \$100.00.

(No insurance included unless checked above)

#### No Bodily Injury or Property Damage Liability Insurance Included

Title to said motor vehicle described herein shall remain in the seller or his assignee until this contract is fully performed by me. I hereby acknowledge delivery to me and possession of said motor vehicle. I shall not sell, encumber or lease the vehicle or transfer or assign any of my interest therein or in this contract, or use said motor vehicle in violation of any State or Federal laws. I will not remove it from the county or filing district in which I now reside without written permission from the holder of this contract.

Time is of the essence of this contract and if I fail to pay any of the installments when due or otherwise breach or fail to perform any of the provisions or promises herein, or if attachment, levy or execution or other process issues against the motor vehicle, or in the event of bankruptcy or my insolvency, or if the holder shall deem himself insecure, all unpaid installments shall immediately become due and payable without notice or demand and the holder hereof may, without notice or demand and with or without process of law enter any premises where said motor vehicle may be and take possession of it and sell it at public or private sale with or without notice and all sums paid hereunder may be retained for use of the vehicle. The holder may bid at such sale and each party hereunder shall have the rights and privileges with respect to repossession, resale and disposition of proceeds thereof as are accorded by the applicable laws of the State of Alabama. Any personal effects in or upon the vehicle at the time of retaking may be taken and such property may be held without liability until demanded by me. I promise to pay on demand any balance remaining on this indebtedness after the proceeds of sale, less expenses of retaking, storing, repairing and selling have been applied to it and I hereby authorize the holder to cancel any policy of insurance upon said motor vehicle or other insurance purchased under this contract and transfer, set-over and assign to said holder any and all refunds or returned premiums from such insurance to be received for by him in my name or his for application to any existing indebtedness hereunder with excess if any to be returned to me.

In the event this agreement and title to the motor vehicle is assigned to Associates Discount Corporation, I promise that after such assignment I will settle all claims against the seller directly with him and agree not to set up any such claim as a defense, counterclaim, set-off, cross complaint or otherwise to any action for the purchase price or possession of said motor vehicle brought by the owner hereof. I further agree to pay such attorneys' fees and court costs as are permitted by law in the event this contract is assigned to an attorney not a salaried employee of the holder for collection or repossession of the motor vehicle described herein.

The rights and obligations of the respective parties hereto are as set forth herein and in the "Statement of Additional Covenants of the Buyer" set forth on the reverse side hereof, which statement I agree is a part of this contract and by this reference is incorporated herein. Such rights are cumulative and not elective, and their order in the contract in no way restricts their application. Waiver of any default shall not constitute waiver of any other default. I hereby acknowledge receipt of a completed copy of this contract.

The pronoun "I" as used herein means "We" if more than one person signs this contract as buyer.

#### NOTICE TO BUYER: Do Not Sign This Contract Until Blank Spaces Are Filled In.

In Witness Whereof, I hereunto set my hand and seal on this August 20, 19 59

Signed, Sealed and Delivered in presence of:

[Signature] Witness  
[Signature] Witness

Buyer Sign Vivian Faye Brown (SEAL)  
(Credit Life, Health and Accident Insurance, as included, covers only the person signing above.)  
Buyer Sign \_\_\_\_\_ (SEAL)

\$ 1302.48 Mobile Alabama August 20, 19 59  
(Time Balance) (City) (State)

For value received, I, (We jointly and severally) promise to pay to the order of Big Three Dodge, Inc.  
(Dealer)

Thirteen Hundred two and 48/100 Dollars (\$ 1302.48)  
at the office of ASSOCIATES DISCOUNT CORPORATION, South Bend, Indiana, in 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 debts.

in 24 monthly installments of \$ 54.27 and a final installment of \$ -0- beginning on 9/20 1959  
(Month & Day)

and continuing on the same day of each month thereafter, together with interest at the highest legal rate after maturity until paid with attorney fees of 15% of the amount then unpaid hereon.

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. 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 hereto do 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.

Vivian Faye Brown  
(BUYER)

STATEMENT OF ADDITIONAL COVENANTS OF THE 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 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 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.

ASSIGNMENT

For 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 the undersigned has title to said motor vehicle and has a right to transfer title thereto; that said installment sales contract constitutes a valid subsisting and perfected first lien 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. 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.

Date

8/20 1959

BIG THREE DODGE, INC.

DEALER (Firm Name)

By

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

D 213 W

WITHOUT RECOURSE

Pay to  
1 ASSOCIATES DISCOUNT CORPORATION

Signed \_\_\_\_\_ Dealer

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

Pay to  
2 ASSOCIATES DISCOUNT CORPORATION

Signed \_\_\_\_\_ Dealer

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

Pay to  
3 ASSOCIATES DISCOUNT CORPORATION

Signed \_\_\_\_\_ Dealer

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

Pay to  
4 ASSOCIATES DISCOUNT CORPORATION

Signed \_\_\_\_\_ Dealer

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

Pay to  
5 ASSOCIATES DISCOUNT CORPORATION

Signed \_\_\_\_\_ Dealer

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

Pay to  
6 ASSOCIATES DISCOUNT CORPORATION

Signed \_\_\_\_\_ Dealer

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

Pay to  
7 ASSOCIATES DISCOUNT CORPORATION

Signed \_\_\_\_\_ Dealer

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

Pay to  
8 ASSOCIATES DISCOUNT CORPORATION

Signed \_\_\_\_\_ Dealer

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

Pay to  
9 ASSOCIATES DISCOUNT CORPORATION

Signed \_\_\_\_\_ Dealer

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

12 1/2 years in the Air Force

DLR NO	FOR BR	DLR CODE	STATE	CITY	CO
695	85	01	109		

THM	CLASS	AGE	SEX	DOB	W	M	F	Y	Y
24	137	4	96	24	22	W	M	3	

ESHA MOTA MILLS 3YRS  
KELLY BLVD ATMORE ALA  
HAND WORK

TELE NO	7188J	11000	200MO
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NOT REELED	TRADE NAME
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81G THREE DOODGE	24	27	9-20-53
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INC MOBILE ALA	8-20-53	U 56
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N RA	8-20-53	U 56
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A. PERSONAL SERVICE	15.00	15.00
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B. COLLISION	50.00	57.00
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C. FUEL LIGHTING & GRASS	1.00	1.00
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D. THEFT	1.00	1.00
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E. COMBINED ADDITIONAL COVERAGE	1.00	1.00
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F. TOWING AND LARROW CONT	1.00	1.00
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TOTAL DEDUCTIBLE	145.00	73.00
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611.00 BAL ACCOUNT	7/15
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611.00 BAL ACCOUNT	7/15
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611.00 BAL ACCOUNT	7/15
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8

BROWN, VIVIAN FAYE  
RT 1 BOX 254 B  
ATMORE ALA

ACCOUNT NO BRANCH F.A.P.

3589,491-20 MOBILE

100.00 1295.00

1018

295.00

8-20-53 8-20-61

DODGE 8 ROYAL LDR M434951196

24 27 9-20-53

1302.48

51.31 54.31

126.82

OR

25.04

UNPAID BALANCE

9/15

9/15

9/15

9/15

9/15

9/15

9/15

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DO NOT WRITE ON REVERSE SIDE

ACCOUNT NO

3,639,491.52

[illegible]

Date 8/30 Time Called In \_\_\_\_\_ Time Wanted \_\_\_\_\_ Called In By Maria Jane Dealer Big 3 Dodge

New or Used	Year Built	Make of Automobile	Type of Body	Model Number	No. Cyl.	Accessories and Equipment	Cash Sale Price Incl. Access.
	56	Dodge	Club	440	6	Tinted Glass \$ <u>150</u> Heater \$ <u>150</u> Electric Windows Radio Electric Seats <u>Auto. Trans.</u> Air Cond. Over-Drive W. S. W. Tires <u>Power Brakes</u> Access. Group <u>Power Steering</u>	(1) \$ <u>1295-</u>
Trade In	50	Chrysler	2Dr		6		Discount If Any \$ <u>      </u> Trade In <u>300</u> Less Amount Owning \$ <u>      </u> Equity \$ <u>400</u> <u>308</u> Cash \$ <u>      </u>
APPROVED BY: <u>[Signature]</u> REJECTED BY: <u>[Signature]</u> License No. <u>      </u>						Total \$ <u>885</u>	
Initials		Initials	Initials	Amount	Files Checked	Total Down Payment \$ <u>      </u>	
WR	RA	BE	SNR	DA \$	Disc. & Loan	Unpaid Balance \$ <u>895</u>	
Amount and Initials				No. Payments and Initials	Active <input type="checkbox"/>	Total Down Payment \$ <u>      </u>	
PRA \$				LRA	Paid Out <input type="checkbox"/>	Unpaid Balance \$ <u>895</u>	
TERMS: <u>24</u> PAYMENTS OF \$ <u>      </u>				1 OF \$ <u>      </u>	Repos'd <input type="checkbox"/>		
INCLUDES				LAH <input type="checkbox"/>	Bad Risk <input type="checkbox"/>		
CR. LIFE <input type="checkbox"/>				F. & T. <input type="checkbox"/>	Comp. <input type="checkbox"/>		
C.A.C. <input type="checkbox"/>				Ded. Cov. <input type="checkbox"/>	TERM Mos. \$	Dealer Cost (New) \$ <u>885</u>	
OPERATOR'S LICENSE NUMBER AND STATE				1394172	DATE OF LICENSE	Middle Book (Used) \$ <u>885</u>	

FULL NAME <u>Vivian Jane Brown</u>		Age <u>23</u>	Color <u>W</u>	Married <input checked="" type="checkbox"/>	Number of Dependents <u>3</u>
WIFE'S NAME <u>Richard E.</u>		Age <u>25</u>	Color <u>W</u>	Single <input type="checkbox"/>	Ages <u>4</u> <u>2</u> <u>1</u>
PRESENT ADDRESS <u>City Atlanta Ga</u>		How Long at This Address <u>Life</u>		How Long in Area	
Rural Route No. <u>1</u>	Rural Box No. <u>254B</u>	Name of Rural Road		Township	County
SOCIAL SECURITY NO. <u>42148 0658</u>		OPERATOR'S LICENSE NUMBER AND STATE		DATE OF LICENSE	
Phone No. <u>71288</u>		Date of Birth <u>10/26/34</u>		Relationship	
FORMER ADDRESS		City		State	
NEAREST RELATIVES NOT LIVING WITH YOU		Name		Street	
Self <u>J. W. Stacey</u>		City		State	
Wife <u>Wesley Bartley</u>		City		State	
Employer <u>Eschmied Miller</u>		How Long <u>3 yrs</u>		Phone No. <u>505</u>	
Business Address <u>Kelly Bluffs</u>		Name of Supervisor <u>E. L. Loefer</u>		Serial No. <u>1156</u>	
Kind of Employment <u>hand work</u>		Income <u>200.00</u>		Badge No.	
Previous Employer		How Long		Income	
Bank with		Employer <u>Self Emp Roofing</u>		How Long	

Property Owned		Market Value	Am't of Mortgage	Mortgage Payable to (Name and Address)	Monthly Payment
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>800</u>	<u>500</u>	<u>100</u>	<u>5.00</u>
Landlord (Name and Address)		Monthly Rent			
Current Obligations and Past Trade References					
1. <u>Patrolman Gas Co. Atlanta</u>		Item Purchased	Am't of Original Indebtedness	Bal. Owning or Date Closed	Monthly Payment
2. <u>Wesley Bros. Bldg. Co.</u>					
3. <u>Wesley Bros. Bldg. Co.</u>					
Last Car Bought from <u>Allen Mfg Co. Florence, Ga</u>		Financed by <u>      </u>			
INSURANCE CLASSIFICATION VERIFICATION			FOREIGN INSURANCE		
CLASS <u>      </u> Has been assigned as determined by the rating			Agent <u>      </u>		
Statement. Class Verified by: <u>      </u>			Company <u>      </u>		
Branch Employee			Kind of Coverage <u>Self Ins. Kelly Pens</u>		
Investigation: <u>CPA Atlanta Bldg 200.00 25.00 mo + sat Mfg Co. 1156.00</u>					
<u>43.75 mo + sat Appl 200.00 Bldg Co + sat 19.75</u>					
<u>Hardware 100.00 + sat Hardware 57 227.95 152 mo + sat</u>					

FAMILY BASIC

## DISCOUNT SHEET

Account No. 3689, 491-20

Date of contract 8/20/59 (Use stamp) Branch with code \_\_\_\_\_

Purchaser Vivian Payne Brown Rt. 1 Box 254 B Atmore, Ala. Street City State

Co-signer \_\_\_\_\_ Street City State

Dealer Big Three Dodge, Inc. City Mobile State Ala. Franchise ☒ Used ☐

New <input type="checkbox"/>	Make	No. Cyl.	Year	Model No.	Body	Serial Number	Motor Number
Used <input checked="" type="checkbox"/>	Dodge	8	56	Royal	4 dr.		34981196

## HOME OFFICE USE ONLY

Dealer Code	Car	F. Age	D.P.	End.	Term	S.S.P.	No. Inst.	State	City	County	Exp. Date	Ins. T.	C. Agt.	Class	Ins. A.	Terr.	Exp.

## BRANCH DISCOUNT COMPUTATIONS

NADA ☐ RED BOOK ☒ KELLEY BLUE ☐

Dealer Cost (New) \$ \_\_\_\_\_

Middle Book (Used) \$ 885.00

% of Advance 101%

Cash price \$ 1295.00

Net trade-in \$ 400.00

Cash down \$ \_\_\_\_\_

Total down payment \$ 400.00

Unpaid Cash (Deferred) Balance \$ 895.00

## FOREIGN INSURANCE

Ordered by Assoc. ☐ Dir. ☐ Pur. ☐

Agent \_\_\_\_\_

Company \_\_\_\_\_

Co. add. \_\_\_\_\_

Exp. Date \_\_\_\_\_

F. & T. ☐ C.A.C. ☐ Comp. ☐ D.C. \$ \_\_\_\_\_

Premium paid by: Pur. ☐ Our check ☐

RATE USED

Chart No. C 1010 U.C. like man.

Territory charge \$ 146.00

Term of insurance 24 months

Total Premium for HAL or Credit Life \$ 26.05

Check to dealer No. 12900 \$ 895.00

Check for No. \_\_\_\_\_ \$ \_\_\_\_\_

Check for No. \_\_\_\_\_ \$ \_\_\_\_\_

Paid B.D. \_\_\_\_\_

Check No. 12900 \$ 54.31

(4) D.A. \$ \_\_\_\_\_

(5) C.R. \$ \_\_\_\_\_

(1) Regular B.D. \$ 54.31

(2) Hold B.D. \$ \_\_\_\_\_

(3) B.C. \$ \_\_\_\_\_

Person to be insured if more than one signer

HAS CONTRACT BEEN FILED

Yes: ☐ No: ☒ What State \_\_\_\_\_

REMARKS

PLACE ON CARD

Grade

INS. CLASS — 1

## BRANCH TO MARK

L.A.H. <input type="checkbox"/>	Credit Life	Health & Accident	Total
Credit life only <input checked="" type="checkbox"/>			
Emmco <input type="checkbox"/>	Code	1st Year	2nd Year
Comprehensive <input checked="" type="checkbox"/>			
D.C. \$ <u>50</u> <input checked="" type="checkbox"/>			
Fire & Theft <input type="checkbox"/>			
C.A.C. <input type="checkbox"/>			
R. & T. 25-10 <input checked="" type="checkbox"/>			
Total Emmco			

## APPROVAL

FL. PL. Yes ☒ No. ☐ PaidDealer: FA ☒ LA ☐ LV ☐

Assignment:

WR ☐ BE ☐ RA ☒ SNR ☐PRA ☐ S LRA ☐ No. Pmts. \_\_\_\_\_

BRANCH OFFICE

Discounted By: OK

Approved By: \_\_\_\_\_

HOME OFFICE

Total all direct insurance \$ \_\_\_\_\_

Ry. \$ \_\_\_\_\_

Total Time Balance (Amount of Note) \$ 1302.48

Payable "Pick-up Payment" of \$ \_\_\_\_\_ due \_\_\_\_\_ 19 \_\_\_\_\_

Reg. Install. of \$ 54.27 starting 9-20 19 59

Final installment of \$ \_\_\_\_\_

Home Office Only  
Final Installment Date

Mo. Yr.

DATE REC'D HOME OFFICE

FIRST LETTER

C.B.

I.C.

P.B.

F.C.

T.B.

0  
1  
2

9/20

1041.00 = 1302.48

16.90

166.56

1041.00

1207.56

146.00

25%

36.50

12.12

36.50

2/108.62

54.31



SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons VIVIAN FAYE BROWN, 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 26 day of July, 1965.

Alice I. Duck  
Clerk

\* \* \* \* \*

COMPLAINT

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

PLAINTIFF,

VS:

VIVIAN FAYE BROWN,

DEFENDANT.

X  
X  
X  
X  
X  
X  
X

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

6610

The Plaintiff claims of the Defendant FIVE HUNDRED SIXTY-FOUR & 09/100 DOLLARS (\$564.09), due on promissory note made by him on the 20th day of August, 1959, and payable on the 1st day of July, 1965, with interest thereon.

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

Forest A. Christian  
Forest A. Christian, Attorney for the  
Plaintiff

Defendant May be served at:

Route 1, Box 343  
Atmore, Alabama

FILED

JUL 26 1965

ALICE I. DUCK, CLERK  
REGISTER

SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons VIVIAN FAYE BROWN, 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 26 day of July, 1965.

*Alice J. Duck*  
Clerk

\* \* \* \* \*

COMPLAINT

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

PLAINTIFF,

VS:

VIVIAN FAYE BROWN,

DEFENDANT.

X  
X  
X  
X  
X  
X  
X

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

6610

The Plaintiff claims of the Defendant FIVE HUNDRED SIXTY-FOUR & 09/100 DOLLARS (\$564.09), due on promissory note made by her on the 20th day of August, 1959, and payable on the 1st day of July, 1965, with interest thereon.

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

*Forest A. Christian*  
Forest A. Christian, Attorney for the  
Plaintiff

Defendant May be served at:

Route 1, Box 343  
Atmore, Alabama

FILED  
JUL 26 1965  
ALICE J. DUCK, CLERK  
REGISTER

RECEIVED

JUL 26 1965

TAYLOR WILKINS  
SHERIFF

6610 ✓

SUMMONS AND COMPLAINT

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

PLAINTIFF,

VS:

VIVIAN FAYE BROWN,

DEFENDANT.

7/30/65. Dept  
Not found in  
Columbia County.

Alton Luber, D.S.

FILED  
JUL 26 1965  
ALICE A. DICK, CLERK  
REGISTER

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

FOREST A. CHRISTIAN  
ATTORNEY AT LAW  
P. O. DRAWER 190  
AREA CODE 205 - PHONE 943-2201  
FOLEY, ALABAMA 36535

February 17, 1967

Honorable Telfair Mashburn  
Judge of Circuit Court  
Bay Minette, Alabama

Re: Associates Discount Corp.  
Vs: Vivian Faye Brown  
Case No. 6610

Dear Judge Mashburn:

You may enter anon-suit in this case based on  
Sheriff's returned "Not Found." Mrs. Duck is to send  
me a minimum Court costs bill which will be paid promptly.

Cordially yours,



FOREST A. CHRISTIAN

Alton Keller  
Bay Minette, Ala., July 26 1965

To the Sheriff of Escambia County, Brewton, Alabama

I enclose herewith \$800 per service on

Vivian Ray Brown - Rt 1 Box  
343 - Atmore, Ala.

Living in Fla

Please serve and return as early as possible.

July 30th 1965

Taylor Wilkins

Sheriff Baldwin County, Alabama

Vivian Ray Brown Living in Fla

(If not found in your county please advise promptly giving information as to present location if possible)

Living near Pratt Fla