

Year	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number																		
1957	Ford	8	57	Fairlane	Fordor		D7MT-133907																			
<table><tr><td>Radio</td><td>Heater</td><td>Automatic Transmission</td><td>Overdrive</td><td>Power Steering</td><td>Power Brakes</td><td>Window Lifts</td><td>Air Conditioning</td><td>Other</td></tr><tr><td><input checked="" type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input checked="" type="checkbox"/></td></tr></table>									Radio	Heater	Automatic Transmission	Overdrive	Power Steering	Power Brakes	Window Lifts	Air Conditioning	Other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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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 \$ 2845.00 I have paid \$ 2145.00 in cash upon said time price and have delivered a 1953 Ford (Year and Make of Trade-In)

motor vehicle at an agreed net value of \$ 700.00 and I promise to pay the remainder of said time price of \$ 2145.00 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 30 monthly installments of \$ 71.50 and a final installment of \$ beginning on March 25 1959 (Month and 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.

If any of said installments are not paid when due, then all unpaid installments shall immediately become due at the option of the owner hereof without notice or demand.

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 30 Months, effective February 21, 1959
☒ \$ 50.00 Deductible Collision, ☒ Comprehensive. ☐ Fire, Theft and Combined Additional Coverage.

☒ Road Service.

OTHER INSURANCE COVERAGES — ☒ Credit Life, ☐ Accident and Health,

(No insurance included unless checked above)

No Bodily Injury or Property Damage Liability Insurance Included

Title to said motor vehicle shall remain in said seller or his assignee until this contract is fully performed by me. Said motor vehicle has been delivered to me and I am now in possession thereof hereunder. I shall not attempt to sell or encumber said motor vehicle during the life of this contract, and shall not use the same in violation of any State or Federal Laws. I shall not remove the said motor vehicle from the filing district where I now reside without the written consent of the owner hereof, and I shall use the same in a careful and prudent manner. In the event of loss or damage to said motor vehicle, I shall give immediate written notice to the owner hereof. I shall not transfer my interest in this agreement or in said motor vehicle or part with the possession thereof, except upon the written consent of said owner. I agree, however, to deliver said motor vehicle to the owner of this contract upon his request and if the owner of this contract shall feel insecure or believe said motor vehicle will be lost to him or damaged by reason of my continuing in possession thereof, the owner of this contract may take possession of said motor vehicle without notice or demand and with or without process of law, regardless of whether I am in default hereunder or not. But if I am not in default under this contract at the time the owner hereof comes into possession of said motor vehicle as herein provided and I shall pay all unpaid installments hereunder within ten days thereafter, the motor vehicle shall be delivered to me.

Time is of the essence of this agreement and if I am in default in the payment of any sum due under this contract or fail to keep and perform any promises or agreements herein made by me, all of my right to the possession of said motor vehicle shall thereupon terminate and the owner of this contract may take possession of said motor vehicle, either with or without demand or notice and by or without process of law and may sell said motor vehicle so taken at public or private sale, with or without notice to me and with or without having said motor vehicle at the place of sale and upon such terms and in such manner as the owner of said contract may determine. Said owner may bid at any such sale. From the proceeds of any such sale said owner shall deduct all expenses of taking, removing, holding, repairing and selling said motor vehicle, including its attorney's fees and the expenses of liquidating any liens or claims thereon and shall apply the balance of said proceeds to the amount unpaid hereunder and any surplus shall be paid over to me; in case of a deficiency, I shall pay the same forthwith to said owner with interest and until such payment I authorize said owner to cancel any policy of insurance upon said motor vehicle and to collect and receipt for in my name all return premium thereon and to apply any such sum received thereby upon said debt. The owner hereof may enter any premises where he believes said motor vehicle may be for the purpose of taking possession of it and in repossessing said motor vehicle the said owner may take possession of any property therein at the time of repossession and hold such property temporarily for me without any responsibility or liability on his part.

I hereby transfer, set over and assign unto the owner, hereof, its or his successors and assigns, any and all refunds or returns of unearned premiums upon the policy of insurance issued on the above described property. Said proceeds are to be applied to my indebtedness hereunder and the excess, if any, is to be remitted to me, or at the election of the owner, hereof may be used to apply on the purchase of other insurance.

Said seller shall assign this agreement and transfer title to said motor vehicle to the Associates Discount Corporation, South Bend, Indiana, and in the event of such assignment I will perform all of the promises herein contained to such assignee as the owner hereof and I agree that after such assignment that I will settle all claims against the seller hereof with him and agree not to sue or bring any action against the seller or a defense, counterclaim, set-off, cross-complaint or otherwise.

The rights and obligations of the 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. This contract shall be read and construed the same as if all of said covenants appeared herein. Such rights are cumulative and not elective, and their order in the contract in no way restricts their application.

I hereby warrant and represent to each purchaser of the seller's interest therein that this instrument contains all of the agreements of the parties with reference to property herein described.

The pronoun "I" as used herein means the buyer.

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

In Witness Whereof, I hereunto set my hand on this February 21, 1959 1959

Signed, Sealed and Delivered in presence of:

W. H. Still Witness Burgess Hadley (BUYER) (SEAL)
W. H. Still Witness

\$ 2145.00 Bay Minette, Alabama February 21, 1959 1959
(Time Balance) (City) (State)

For value received I promise to pay to the order of J. E. Still Motor Company (Dealer)

Twenty one hundred forty five & No/100 ———— Dollars (\$ 2145.00)

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 30 monthly installments of \$ 71.50 and a final installment of \$ beginning on March 25 1959 (Month and 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, protest and diligence in bringing suit against any party hereto, 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.

D-150 W Rev. 5-57

RECORDING CERTIFICATE

This certifies that on this 21 Day February 1959 1959 I have purchased one Ford Car motor vehicle, motor number D7MT 133907 together with all equipment and accessories thereon from J. E. Still Motor Co. (Dealer)

and have paid \$ 700.00 as a down payment thereon and promised to pay the balance of the time purchase price, to-wit: \$ 2145.00 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 30 monthly installments of \$ 71.50 and a final installment of \$ beginning on 3/25/ 1959 (Month & Day)

and continuing on the same day of each month thereafter. Title to the above described chattels shall remain in the seller or his assignee until the purchase price is fully paid, all as recited in the terms and provisions of a written conditional sales contract and note executed contemporaneously herewith.

Executed this 21st 1959 1959
W. H. Still (Witness) Burgess Hadley (BUYER) (SEAL)
W. H. Still (Witness)

...shall be payable to me and the holder of this contract within 5 days of the date of this contract a paid up policy to such effect. If I fail 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 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 insurance is subsequently canceled by the insurer, the return premium thereon shall be collected by such holder and the holder hereof is unable to obtain other similar insurance, the holder is authorized 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 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.

ASSIGNMENT

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 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 is a right to transfer title thereto; that said conditional sales contract constitutes a valid subsisting and perfected lien on said motor vehicle; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any fact which impairs the validity of said instrument or renders 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 undersigned represents that he does not know or have any reason to know that there is or that there is to be any extension of credit to the buyer in connection with the purchase by him of the motor vehicle described in said conditional sales contract other than such as are stated therein; and that there are no agreements, arrangements or understandings between the undersigned and the buyer whereby the buyer may make repayment other than as recited in the contract.

Date February 21, 1959 195
I, Still executrix of the estate of J.E. Still
D.B.A. J. E. Still Motor Co.
DEALER, (Firm Name)

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.

Time price includes:

- ☒ Fire and Theft,
☐ \$ 50.00 Deductible Collision Insurance

Credit Life
Indicate coverage by check ☒ and insert amount deductible.

I, Still, Executrix of the Estate of J.E. Still L/R/A
J. E. Still L/R/A

PROBATE BY SUBSCRIBING WITNESS

1 ASSOCIATES DISCOUNT CORPORATION
Pay to Associates Discount Corporation
Without recourse
Signed J. E. Still Dealer
Title

2 ASSOCIATES DISCOUNT CORPORATION
Pay to Associates Discount Corporation
Without recourse
Signed J. E. Still Dealer
Title

3 ASSOCIATES DISCOUNT CORPORATION
Pay to Associates Discount Corporation
Without recourse
Signed J. E. Still Dealer
Title

4 ASSOCIATES DISCOUNT CORPORATION
Pay to Associates Discount Corporation
Without recourse
Signed J. E. Still Dealer
Title

5 ASSOCIATES DISCOUNT CORPORATION
Pay to Associates Discount Corporation
Without recourse
Signed J. E. Still Dealer
Title

6 ASSOCIATES DISCOUNT CORPORATION
Pay to Associates Discount Corporation
Without recourse
Signed J. E. Still Dealer
Title

7 ASSOCIATES DISCOUNT CORPORATION
Pay to Associates Discount Corporation
Without recourse
Signed J. E. Still Dealer
Title

ACKNOWLEDGMENT BY BUYER

State of Georgia
County of SS.
On this day of 19
before me, a notary public in and for said county and state, personally appeared

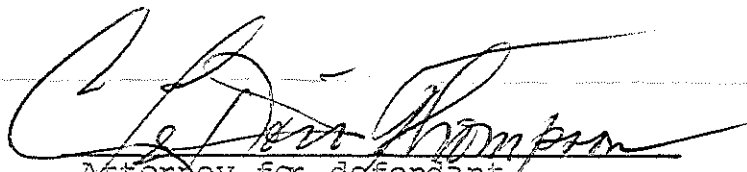
to me known to be the person described in and who executed and delivered the within instrument and acknowledged the same to be his free act and deed.

In Witness Whereof, I have set my hand and notarial seal
My commission expires 19

ASSOCIATES DISCOUNT CORPORATION, an Alabama corporation, Assignee of STILL MOTOR COMPANY	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
	X	BALDWIN COUNTY, ALABAMA
vs	X	AT LAW NO. 6612
BURGESS HADLEY	X	
Defendant	X	

Comes the defendant in the above styled cause and pro-
pounds the following interrogatories to the plaintiff, Associates
Discount Corporation:

1. State your name:
2. In what capacity are you connected with Associates
Discount Corporation?
3. If a promissory note was signed by the defendant
herein, attach a photocopy of the front and back of the said
note.


Attorney for defendant.


STATE OF ALABAMA
BALDWIN COUNTY

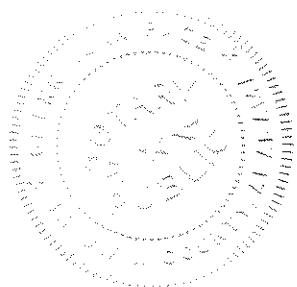
Before me, the undersigned Notary Public, in and for said
State and County, personally appeared C. LeNoir Thompson, who
being by me first duly sworn, deposes on oath and says as
follows:

My name is C. LeNoir Thompson and I am the Attorney of
Record for the defendant in the above entitled cause, and as
such, I am authorized to make this affidavit. I further state
that the answer of the plaintiff to the foregoing interrogatories
will, if truthfully made, be material evidence for the defendant
on the trial of said cause.



C. LeNoir Thompson

Subscribed and sworn to before me by the said C. LeNoir
Thompson on this the 17th day of August, 1965.


Notary Public, Baldwin County,
Alabama



FILED
AUG 17 1965
ALABAMA & BALDWIN COUNTY
CLERK

I hereby accept Service
this Aug 26, 1965

att for T. LeNoir

ASSOCIATES DISCOUNT CORPORATION,
Alabama corporation, Assignee
of Still Motor Company,

PLAINTIFF,

VS:

BURGESS HADLEY,

DEFENDANT.

X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW CASE NO. 6612

ANSWER TO INTERROGATORIES

Comes the Plaintiff and in answer to the Defendant's request
for interrogatories, states as follows:

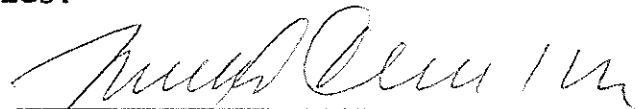
1. My name is FOREST A. CHRISTIAN, as Attorney for ASSOCIATES
DISCOUNT CORPORATION, an Alabama Corporation, Assignee of Still Motor
Company, and I am attaching photo copies of the contract and promissory
note in two parts, front and reverse side which should give you the
information required in the interrogatories.



Forest A. Christian, Attorney for the
Plaintiff

Attached are copies of the original contract and promissory note.

I certify that I have sent C. LENOIR THOMPSON, ESQ., copies of the
enclosed Answer to Interrogatories.



Forest A. Christian,

FILED

OCT 28 1965

ALICE L. DICK, CLERK
REGISTER

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons BURGESS HADLEY, 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 STILL MOTOR COMPANY.

Witness my hand this the 26 day of July, 1965.

Alice I. Duck
Clerk

* * * * *

COMPLAINT

ASSOCIATES DISCOUNT CORPORATION, an Alabama corporation, Assignee of STILL MOTOR COMPANY,	X	
	X	
PLAINTIFF,	X	IN THE CIRCUIT COURT OF
	X	BALDWIN COUNTY, ALABAMA
VS:	X	
		AT LAW
BURGESS HADLEY,	X	6612
DEFENDANT.	X	

The Plaintiff claims of the Defendant TWO HUNDRED SEVENTEEN & 62/100 DOLLARS (\$217.62), due on promissory note made by him on the 21st day of February, 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 sum is claimed by the Plaintiff.

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

Defendant's address:

Raybon Route
Bay Minette, Alabama

FILED

JUL 26 1965

ALICE I. DUCK, CLERK
REGISTER

EX-7-30-65

6612

SUMMONS AND COMPLAINT

ASSOCIATES DISCOUNT CORPORATION,
AN Alabama Corporation, Assignee of
STILL MOTOR COMPANY,

PLAINTIFF,

VS:

BURGESS HADLEY,

DEFENDANT.

Received 26 day of July 1965
and on 30 day of July 1965
I served a copy of the within File
on Burgess Hadley
By service on _____

TAYLOR WILKINS, Sheriff
By W. Q. Solbert D.S.

Palmer

Sheriff claims 20 in fees at
Ten Cents per mil. Total \$ 2.00
TAYLOR WILKINS, Sheriff
BY W. Q. Solbert
DEPUTY SHERIFF

FILED

JUL 26 1965

ALICE L. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

ASSOCIATES DISCOUNT CORPORATION,
an Alabama corporation, Assignee
of STILL MOTOR COMPANY

Plaintiff

vs

BURGESS HADLEY

Defendant

X

X

X

X

X

X

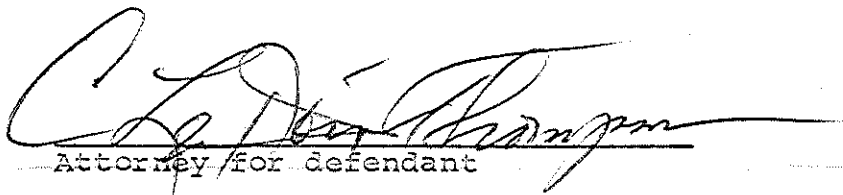
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

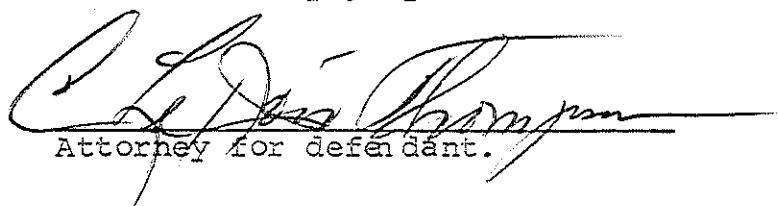
AT LAW NO. 6612

Comes the defendant in the above styled cause and for
demurrer to said complaint says as follows:

1. Said complaint fails to state a cause of action.
2. That said complaint fails to allege a consideration


Attorney for defendant

Defendant respectfully requests trial by jury.


Attorney for defendant.

FILED

AUG 17 1965

ALICE J. DUCK, CLERK
REGISTERED

ASSOCIATES DISCOUNT CORPORATION,
an Alabama corporation Assignee,
of STILL MOTOR COMPANY

Plaintiff

vs

BURGESS HADLEY

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____

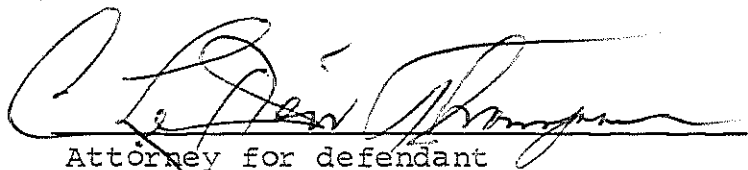
Comes the defendant and for answer to the complaint
filed in said cause shows as follows:

1. He denies the allegations of said complaint.

2. And for further answer thereof says that the basis
of said complaint was the execution of a title retention sales
contract between the defendant herein and Still Motor Company,
assignor of said sales contract and note to Associates
Discount Corporation, an Alabama corporation and that said
plaintiff herein through its agents, servants or employees
repossessed said automobile. Hence, said plaintiff should
not recover.

3. Comes the defendant and calims of the plaintiff by way
of recoupment the sum of Seven Hundred (\$700.00) Dollars for
that heretofore on to-wit, February 21, 1959, defendant
purchased from Still Motor Company, assignor to Associates
Discount Corporation, a corporation, plaintiff in this cause,
the automobile subject of this action. That said plaintiff
repossessed and sold said automobile and failed or refused
to refund to your defendant the value of \$700.00 being the
excess of the legally constituted amount recovered by said
plaintiff, which automobile is the subject of this suit.

Wherefore, this demand for \$700.00.


Attorney for defendant

FILED

JAN 26 1966

ALICE L. DUCK, CLERK,
REGISTER

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 -- PHONE 943-2201

FOLEY, ALABAMA 36535

February 25, 1966

Hon. Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama

Re: Associates Discount Corporation
Vs: Burgess Hadley

Dear Judge Mashburn:

You will find attached a note dated February 24, 1966,
concerning the case mentioned above and which reads as
follows:

"LeNoir Thompson will agree to settle between the parties
and Defendant to pay costs."

and which is signed by LeNoir Thompson. Kindly enter this
order.

Cordially yours,



FOREST A. CHRISTIAN

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

Feb 24-1966

Assoc Decedent vs
Hobby

Lenora Thompson
will agree
to settled between
Plaintiff & Defendant
to pay costs
Wm H
C. L. Davis Thompson