

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons ARTHUR CLAYTON TERRY, 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 COMPANY.

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

Alice J. Duck
Clerk

* * * * *

COMPLAINT

ASSOCIATES DISCOUNT CORPORATION,
an Alabama corporation, Assginee
of BALDWIN MOTOR COMPANY,

PLAINTIFF,

VS:

ARTHUR CLAYTON TERRY,

DEFENDANT.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

6613

The Plaintiff claims of the Defendant THREE HUNDRED ONE & 48/100 DOLLARS (\$301.48), due on promissory note made by him on the 3rd day of March, 1960, 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
Attorney for the Plaintiff, Forest A.
Christian

Defendant's address:

Route 1, Box 58
Fairhope, Alabama

Executed
Sept 22, 1966
FILED
SEP 28 1966
ALBANY, ALA. CLERK
REGISTER

RECEIVED

SEP 15 1966

TAYLOR WILKINS
SHERIFF

6613

SUMMONS AND COMPLAINT

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

PLAINTIFF,

VS:

ARTHUR CLAYTON TERRY,

DEFENDANT.

Rt 1 Box 58
Fairhope, Ala

Received 26 day of July 1965
and on 22 day of Sept 1964
served a copy of the within
on Arthur Clayton Terry
by service on Sam Childers

TAYLOR WILKINS, Sheriff
By Roy Randall D. S.

Returned 29 day of Oct 1965
not found in my county after diligent search and in-
quiry.

Taylor Wilkins, Sheriff
Roy Randall
Deputy Sheriff

claiming 70 miles at
cents per mile Total 7.00
TAYLOR WILKINS, Sheriff
By Roy Randall
DEPUTY SHERIFF

FILED

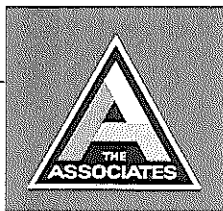
OCT 26 1965

ALICE J. DUCK, CLERK
REGISTERED

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

Specialists
in Financing



ASSOCIATES DISCOUNT CORPORATION

June 4, 1965

BIRMINGHAM CENTRAL DEFICIENCY OFFICE
2205 7th Avenue, South
Birmingham, Alabama
Telephone: 324-8579

Mr. Forest A. Christian, Attorney
P. O. Box 190
Foley, Alabama 36535

Re: Arthur Clayton Terry
Acct. No. 3849,108-15 Mobile
Deficiency Balance \$301.48

Dear Mr. Christian:

We are inclosing herewith a complete working file, including the original contract, on the above deficiency account.

This is your authority to take whatever action you find necessary in the collection of this account for us.

Yours very truly,

F. L. Harris
Recovery Manager

FLH:mlw

Encls

Sys: 9/7

DEFICIENCY ACCOUNT INFORMATION

CUSTOMER

Customer's Name Arthur Clayton Terry Account Number 3849,108-1 Branch Mobile 695
Present Address Route 1, Box 58, Fairhope, Alabama
Present Employment Pat Carnley,
Occupation Brick Mason Income 70 wk

COLLATERAL

Car: Make Ford Year 1955 Body 2dr
Dealer's Name and Address Baldwin Motor Co. Robertsdale, Ah.
Date of Note 3-3-60 Kind of Instrument CS Contract
Mortgage Lease
Terms 18 @ ~~42.90~~ 43.58
Total Paid on Note 87.16
Date Repossessed 8/9/60
Date of Foreclosure _____
Sold To C. N. Stokley Amount 325.00

Unpaid Balance When Repossessed	<u>697.28</u>
Plus Expenses of Repossession and Sale	
Less Proceeds of Sale	<u>325.00</u>
Less Unearned Insurance Premium	<u>57.10</u>
Deficiency Due	<u>13.70 CL</u>
	<u>301.48</u>

COMMENTS:

DOCUMENTS ATTACHED

Received _____

ALABAMA INSTALLMENT SALES CONTRACT

ORIGINAL
FOR ADC

I, Arthur Clayton Terry, residing at Rt. 1 Box 58
(Write or Type Buyer's Name Plainly) Number Street
Fairhope Baldwin Ala.
City — Postal Zone No. County State, hereby agree to purchase of

Baldwin Motor Co. (Dealer, of the City of Robertsdale State of Ala.)

	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number								
One	used	Ford	8	55	F/L	2 dr.		U5MT-172872									
Radio	<input checked="" type="checkbox"/>	Heater	<input checked="" type="checkbox"/>	Automatic Transmission	<input checked="" type="checkbox"/>	Overdrive	<input type="checkbox"/>	Power Steering	<input type="checkbox"/>	Power Brakes	<input type="checkbox"/>	Window Lifts	<input type="checkbox"/>	Air Conditioning	<input type="checkbox"/>	Other	<input checked="" 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 \$ 1151.20. I have paid \$ 84.00 in cash upon said time price and have delivered a 1952 Chevrolet
(Year and Make of Trade-In)

motor vehicle at an agreed net value of \$ 295.00 and I promise to pay the remainder of said time price of \$ 772.00
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 18 monthly installments of \$ 42.90 and a final installment of \$ none beginning on 4/15 1960
(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 18 Months, effective March 3, 1960

☒ \$ 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 3-3 1960

Signed, Sealed and Delivered in presence of:

Marion E. [Signature] Witness
M. V. [Signature] Witness

Signed Arthur Clayton Terry (SEAL)
(BUYER)

\$ 772.20 Robertsdale Ala. March 3, 1960
(Time Balance) (City) (State)

For value received, I, (We jointly and severally) promise to pay to the order of Baldwin Motor Co.
(Dealer)

Seven hundred & seventy two & 20/100----- Dollars (\$ 772.20)
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 18 monthly installments of \$ 42.90 and a final installment of \$ none beginning on 4/15 1960
(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.

Arthur Clayton Terry
(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 constitutes a valid 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 3/31/1960

Delellin Motors Co.
DEALER, (Firm Name)

By W. C. Delellin
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 Rev. 3-59

WITHOUT RECOURSE

Pay to ASSOCIATES DISCOUNT CORPORATION

Signed Delellin Motors Co.

By W. C. Delellin
TITLE

FULL RECOURSE

Pay to ASSOCIATES DISCOUNT CORPORATION

Signed _____ Dealer

By _____ TITLE

FULL REPURCHASE

Pay to ASSOCIATES DISCOUNT CORPORATION

Without recourse except that undersigned agrees to purchase from it the motor vehicle described in the contract executed concurrently with this note in accordance with its Dealer's Protection Agreement No. 1.

Signed _____ Dealer

By _____ TITLE

PARTIAL REPURCHASE

Pay to ASSOCIATES DISCOUNT CORPORATION

Without recourse, excepting that if Associates Discount Corporation repurchases the motor vehicle described in the contract executed concurrently with this note, the undersigned shall have the option upon demand of Associates Discount Corporation to pay Associates Discount Corporation \$ _____ or to buy said motor vehicle from Associates Discount Corporation for the then unpaid balance hereof in its then condition and location.

Signed _____ Dealer

By _____ TITLE

LIMITED REPURCHASE

Pay to ASSOCIATES DISCOUNT CORPORATION

Without recourse excepting that if the maker fails to pay any of the first _____ installments of this note when due, then the undersigned will pay to the holder hereof 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.

Signed _____ Dealer

By _____ TITLE

N.F.P.		ACCOUNT NO BRANCH		F. A. P.	
SOLD BRANCH HP OR A CODE		STATE		CITY	
695		53		01 328	
TERR, ARTHUR CLAYTON		295 00		904 00	
18 135 4 96 18 25 W M 3		84 00		93%	
PAT GARNLEY		525 00			
FAIRHOPE ALA BRICK MASON					
6YRS					
WAS 80004		704K		3-3-60 9-3-61	
NOT FILED					
TRADE NAME		BODY TYPE MODEL		IDENTIFICATION NUMBER	
FORD 8		FL 2DR		M#U5MT172072	
DALLWIN MTS CO		H-6		18 42 90 4-15-60	
ROBERTSDALE ALA					
U.S.N.R.		3-3-60		U-55 772 20	
COVERAGES		LIMITS OF LIABILITY		PREMIUMS	
A. (1) COMPREHENSIVE		A. TOTAL CASH VALUE		15 00	
(2) PERSONAL EFFECTS		B. COLLISION		15 00 123 42	
C. FIRE LIGHTNING & TRANSPORTATION		D. THEFT		5 00 2 50	
E. COMBINED ADDITIONAL COVERAGE		F. TOWING AND LABOR CHARGES		1 80 0 90	
TOTAL PREMIUM		83 20 54 30 27 40		OR 11 58	
PAYMENT SCHEDULE		REMARKS		TANDED CHECKED	
NO 10 AMT \$ 68 TOTAL \$ 12.24		3/28		DATE INITIAL	
DATE OF FIRST PAYMENT 4-15-60					
FINANCE CHARGE \$ 48					
PREMIUM LIFE \$ 11.76 Plan 1		7/9/60 Tel last agreed			
EFFECTIVE DATE 4-15-60 TO 10-15-61		to 4.64. unemployed			
NAME OF INSURED		will start to work by 7/5/61			
OTHER THAN PURCHASER					
OTHER ACCOUNT					
EMMC PREMIUM		PAYMENT SCHEDULE			
NO AMT \$ TOTAL \$		NO AMT \$ TOTAL \$			
DATE OF FIRST PAYMENT		DATE OF FIRST PAYMENT			
FINANCE CHARGE \$		FINANCE CHARGE \$			
PREMIUM \$		PREMIUM \$			
EFFECTIVE DATE		EFFECTIVE DATE			
PER QUOTED \$ 4.64		PER QUOTED \$ 4.64			
TO		TO			
PER CHART		PER CHART			
UNPAID BALANCE \$ 4.64		UNPAID BALANCE \$ 4.64			
DATE		DATE			
GR BAL		GR BAL			
PY REBATE \$ 3.76		PY REBATE \$ 3.76			
EMMC R.P. \$ 3.76		EMMC R.P. \$ 3.76			
A.B.M. R.P. \$ 3.76		A.B.M. R.P. \$ 3.76			
CH LIFE R.P. \$ 3.76		CH LIFE R.P. \$ 3.76			
TOTAL REBATE \$ 3.76		TOTAL REBATE \$ 3.76			
NET BAL. QUOTED \$ 4.64		NET BAL. QUOTED \$ 4.64			

3,849,108-15

ACCOUNT NO.

L.C. DUE	L.C. PD	DUE	INSTALLMENT	BALANCE	H&L ACCOUNT	OTHER ACCOUNT	PAID		SHORT		SHORT		SHORT	
							DATE	AMT.	DATE	AMT.	DATE	AMT.	DATE	AMT.
		42.90	42.90	772.20	.68									
		42.90	42.90	729.30	.68									
		42.90	42.90	686.40	.68									
		42.90	42.90	643.50	.68									
		42.90	42.90	600.60	.68									
		42.90	42.90	557.70	.68									
		42.90	42.90	514.80	.68									
		42.90	42.90	471.90	.68									
		42.90	42.90	429.00	.68									
		42.90	42.90	386.10	.68									
		42.90	42.90	343.20	.68									
		42.90	42.90	300.30	.68									
		42.90	42.90	257.40	.68									
		42.90	42.90	214.50	.68									
		42.90	42.90	171.60	.68									
		42.90	42.90	128.70	.68									
		42.90	42.90	85.80	.68									
		42.90	42.90	42.90	.68									

Date	2/27	Time Called In	10:40	Time Wanted		Called In By	51222	Dealer	BALDWIN MTS
New or Used		Year Built	1953	Make of Automobile	7000 Diesel	Type of Body	4 Dr.	Model Number	Fin
Trade In	52	Chvy							
APPROVED BY:	SAK	REJECTED BY:	SAK	TIME		License No.			
Initials	WR	Initials	RA	Initials	BE	Initials	SAK	Amount	DA \$
Amount and Initials				No. Payments and Initials				Active	
PRA \$				IRA				Paid Out	
TERMS:				PAYMENTS OF \$46.15				1 OF \$	
INCLUDES				LAH				INSURANCE REQUIRED	
CR. LIFE				F. & T.				C.A.C.	
FULL NAME				ARTHUR CLAYTON TERRY				Age	
WIFE'S NAME				MARY BETH				Age	
PRESENT ADDRESS				Fairhope Rt 1 Box 58 City				How Long at This Address	
Rural Box No.				Name of Rural Road				Township	
SECURITY NO.				OPERATOR'S LICENSE NUMBER AND STATE				DATE OF LICENSE	
Phone No.				WA 89004				Date of Birth	
FORMER ADDRESS				City				State	
NEAREST RELATIVES NOT LIVING WITH YOU				Self A F TERRY RED LEVEL MDA				How Long There	
Employer				PAT CARNLEY F/K				How Long	
Address				FAIRHOPE				Phone No.	
Type of Employment				BRICK MASON				Income	
Previous Employer				How Long				Wife's Employer	
Bank with				RE				How Long	
Property Owned				Market Value				Am't of Mortgage	
Landlord (Name and Address)				PAT CARNLEY				Monthly Payment	
Current Obligations and Past Trade References				Item Purchased				Am't of Original Indebtedness	
1. BALDWIN MTR. CO (K)									
2. FAIRHOPE FINANCE CO. - O									
3. Southern Fin. Bldg. Co. / DIAL GAS									
Last Car Bought from				NOV.				Financed by	
INSURANCE CLASSIFICATION VERIFICATION				CLASS I				Has been assigned as determined by the rating	
Statement. Class Verified by:				SAK				Branch Employee	
Investigation				10/17/59 21828 @ 3638				10/17 5020 2276 chend Due 3/17	
10/29/58 BANK MASON 7000 SUC 5020 P-O-SAT DET-R 135-1813 CON									
53-2-REFO 48420 / JUL 10/55 7120 REF TO PAY 6650									

Date of contract 3/3/60

(Use stamp
Branch with code)

Purchaser Arthur Clayton Terry

Rt. 1 Box 58

Fairhope, Ala.

Co-signer

Street

City

State

Dealer

Baldwin Motor Co.,

City

Robertsdale

State

Ala.

State

Franchise ☐Used ☒New ☐

Make

No. Cyl.

Year

Model No.

Body

Serial Number

Motor Number

Used ☒

Ford

8

55

F/L

2dr.

U5MT 172872

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.

F

BRANCH DISCOUNT COMPUTATIONS

NADA ☐RED BOOK ☒KELLEY BLUE ☐

Dealer Cost (New)

Middle Book (Used)

\$ 565.00

% of Advance

43%

S

Y

M

Cash price

Net trade-in

Cash down

Total down payment

Unpaid Cash (Deferred) Balance

Check to dealer

No. 11245

Check for

No.

Check for

No.

Paid B.D.

Check No. 11245

(4) D.A.

(5) C.R.

(1) Regular B.D.

(2) Hold B.D.

(3) B.C.

B's Name

B's Name

B's Name

B's Name

B's Name

B's Name

B's Name

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B's Name

B's Name

B's Name

B's Name

Mr. Houston, agreed to pay dealer
\$30.00 res. on this deal. jr

FOREIGN INSURANCE

Ordered by Assoc. ☐Dir. ☐Pur. ☐

Agent

Company

Co. add.

Exp. Date

F. & T. ☐ C.A.C. ☐ Comp. ☐ D.C. SPremium paid by: Pur. ☐ Our check ☐

RATE USED

Chart No. (H) 01519/10 C.S. 36 man.

Territory charge \$

Term of insurance

18

months

Total Premium for

HAL or Credit Life \$

11.58

Branch To Mark Proper Plan for HAL or Cr. Life

Old Republic ☒ Travelers ☐ Cont. Cas. ☐

BRANCH TO MARK

L.A.H. ☐Credit Life only ☒

Emmco

Comprehensive ☐D.C. S ☒Fire & Theft ☒C.A.C. ☒R. & T. 25-10 ☐

Total Emmco

APPROVAL

FL. PL.

Yes ☐No ☒

Paid

Dealer:

FA ☒LA ☐LV ☐

Assignment:

WR ☐BE ☐RA ☐SNR ☒PRA ☐

S

LRA ☐

No. Pmts.

BRANCH OFFICE

Discounted By:

Approved By:

HOME OFFICE

Total all direct insurance

Ry.

Total Time Balance

(Amount of Note)

Payable

"Pick-up Payment" of

due

19

Reg. Install. of \$

starting

Final installment of \$

Home Office Only

Final Installment Date

Mo.

Yr.

PLACE ON CARD

Grade

INS. CLASS — 1

FIRST LETTER

C.B.

I.C.

P.B.

F.C.

T.B.

DATE REC'D HOME OFFICE

Arthur C. Terry

0
1
2

3849 108-15

Associates

ALABAMA INSTALLMENT SALES CONTRACT

FOR BUYER

Arthur Clayton Terry

Rt. 1 Box 38

I, Arthur Clayton Terry, residing at Box 38,
(Write or Type Buyer's Name Plainly) Number Street
Fairhope Baldwin Ala.
City — Postal Zone No. County State
Baldwin Motor Co. Robertsdale Ala.
(Dealer, of the City of State of

	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number
One	used	Ford	8	55	F/L	2 dr.		55-172572	
Radio	<input checked="" type="checkbox"/>	Heater	<input checked="" type="checkbox"/>	Automatic Transmission	<input checked="" type="checkbox"/>	Overdrive	<input type="checkbox"/>	Power Steering	<input type="checkbox"/>
								Power Brakes	<input type="checkbox"/>
								Window Lifts	<input type="checkbox"/>
								Air Con- ditioning	<input type="checkbox"/>
								Other	<input checked="" 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 \$ 1151.20 I have paid \$ 84.00 in cash upon said time price and have delivered a 1952 Chevrolet
motor vehicle at an agreed net value of \$ 295.00 and I promise to pay the remainder of said time price of \$ 772.00
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 18 monthly installments of \$ 42.90 and a final installment of \$ none beginning on 4/15 19 60
(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 18 Months, effective March 3, 19 60

☒ \$ 30.00 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 3-3 19 60

Signed, Sealed and Delivered in presence of:

Marcus E. Hoo Witness
Witness

Signed Arthur Clayton Terry (SEAL)
(BUYER)

772.20 Robertsdale Ala. March 3, 60

Baldwin Motor Co.

Seven hundred & seventy two & 20/100-----

772.20

18 42.90 none 4/15 60

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.