SUMMONS

STATE OF ALABAMA,

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons E. O. BULLARD, 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 CAPITOL CHEVROLET, INC.

Witness my hand this the 19 day of

ż ×

COMPLAINT

ASSOCIATES DISCOU	UNT CORPORATION,	X	
of CAPITOL CHEVRO	DLET, INC.,	X	IN THE CIRCUIT COURT OF
	PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS:		X	AT LAW
E. O. BULLARD,	•	X	6625
	DEFENDANT.	. *	

The Plaintiff claims of the Defendant FOUR HUNDRED FIFTY & 00/100 DOLLARS (\$450.00) due on promissory note made by him on the 19th day of April, 1961, 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, Foley, Alabama Attorney for the Plaintiff

Defendant's address:

Chatom, Alabama 36518 & X - 8-10-65

Mary Marketistes

RECEIVED IN OFFICE
RECEIVED IN OFFICE
Date CLARK SHERIEF
LEON CLARK SHERIEF
LEON CLARK SHERIEF
MILAGE

TAYLOR WILKINS, Sheriff

THIS THE DAY OF CLUG 19 65

LEON CLARK, SHERIFF

D.S.

By servine on

SUMMONS AND COMPLAINT

ASSOCIATES DISCOUNT CORPORATION, an Alabama corporation, Assignee of CAPITOL CHEVROLET, INC.,

PLAINTIFF,

VS:

E. O. BULLARD,

DEFENDANT.

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

(6)	American form	66	Secretary Control of the Control of	
COUNT NUMBER: _4	424703	5-1		
MI: J. B. A	rear Con	of Co		
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Chalen 2636/16

Balance due on your account \$ 79000

Expense of representing and selling 2600

Total

Loss credits due:

Accepted high bid for car

Theurance return premium

Other credits

Total Credits Allowed

Defficioncy Balance

\$ 4500

Associates

ALABAMA INSTALLMENT SALES CONTRACT

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		Plainly)			-	2 2
	City - Postar	Zone No	res	iding at 169 Jap	onica St.	() *OPr
New or Used	- APT COT CIPO-		Montgomer	Numb	er St.	FOR ADC
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	Chevrolet	No. Cyl. Year Model No.	er, of the City of	Montgomery	State hereby agr	ee to purchase of
Radio He	ater X Automatic	1961 FI 251	Type of Body	Serial No.		purchase of
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In consideration of	f the forage	rafter until fully paid as evider	al installment o	or the payment of publice	of s 2583.36 Make of Trade	-In)
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						7067
	Deduction	Check Insurance Covers TOR VEHICLE for Term ision, Comprehensive included herein, other the	ages Included		which is a separate instr)
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promises herein the essence	t, any State or Federal la	ell, encumber or his	ge Liabilia	e)		
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ALABAMA INSTALLMENT SALES CONTRACT	ORIGIN
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Montgomery	
City — Postal Zone No. Montgomery Capitol Chevrolet, Inc. County	Alabama
Columbia of Motor Vehicle No. Cyl. Year White City of Monticomorphism	State hereby agree to purch
Chevrolet 1962 Total Number	State of Alabama "ase of
	Motor Number License Number
Heater Transmission Overdrive Power Power Power Power Price of \$ 2918.16 I have paid \$ 75.00 in cash upon said time price and have delivered in such coin or currency of the United States of America at the time of payment shall be been and continued in stallments of \$ 7.76	ber
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in such coin or currency of the United States of 80 80	'motor vehicle' as used herein
motor vehicle at an agreed net value of	1961 Chev. Monza 2 Dr.
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OTHER INSURANCE COVERAGES It is hereby mutually agreed insurance included herein, other than insurance on the car, covers Credit Life \$ (No insurance included health \$ (No insurance included heal	Coverage.
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Witness Buyer Sign Credit Life, Health and Accident Insurance, a the person signing above.	s included
3.36 Montgo	overs only
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ASSOCIATES DISCOUNT CORPORATION. South Bend, Indiana, in such Color currency of the conted states of America as a content of such month thereafter, together with interest at the highest level.	
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A Cloud and the det	t evidenced hereby.
Buyer	<u></u>

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 expension of the period of the term of this contract under a policy providing that he payable to the holder of this contract against loss by fire, theft and collision for the period of the term of this contract under a policy providing that he payable to me and the holder of this contract as our respective interests may appear and to keep such insurance in the force during said terming if any, shall be payable to me and the holder of this contract as paid-up policy to such effect. If I fall to so deliver such policy or if shall not be applied to the holder of this contract within five days of the date of this contract a paid-up policy to such effect. If I fall to so deliver such the holder of this contract within five days of the date of this contract as the holder of this contract and the holder of this contract under the policy is subsequently cancelled by from an active policy is subsequently cancelled by the insurer and a return premium and contract and the holder of this contract under the terms hereof is subsequently cancelled by the insurer and a return premium and contract and the holder of this contract under the terms hereof is subsequently cancelled by the insurer and a return premium. I can more vehicle insurance obtained by the holder of this contract under the terms hereof is a promise to the holder of this contract and may be additional amounts at such time of times are predicted to the holder of this contract. I can more vehicle insurance obtained by the holder of this contract and may be additional amounts at such time of the holder of this contract.

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If a corporation, directors to sign. mature must t partnership, be in name of corporation by officer be in name of the partners. Official Title

For value received the undersigned hereby assigns the installment sales contract hereon, to the Associates stocked the contract and the contract are true, that said motor vehicle is free of all liens and plicount Corporation, and hereby transfers title to the motor vehicle and so what it is free of all liens and place that the facts set forth in the contract are true, that said motor vehicle and in all things what it burports warrants that the undersigned has title to said motor vehicle and has a right to transfer title thereto; that all the undersigned has the undersigned has no knowledge of any facts which to be, and that the undersigned has no knowledge of any facts which that said installment sales contract and that the undersigned has no knowledge of the undersigned has the contract and that the undersigned has no knowledge of the undersigned has the contract and that the undersigned has no knowledge of the undersigned or relance thereon by assigned, the undersigned will on demand purchase this contract and if any be untrue, with or without knowledge of the undersigned or relance thereon by assigned, the undersigned will on demand purchase this contract from the assignee for the balance remaining unpaid

D213-W Rev. 2-60

	Sign of the state	Signed	1
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ALABAMA INSTALLMENT SALES CONTRACTOR 946 PAGE 289 ORIGINAL-

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DEFICIENCY ACCOUNT INFORMATION CUSTOMER

Customer's Name Edward H. Brown, Jr.	
Present Address Route 1, Box 211, Fairhop Present Employment	Account Number 3569757-5 Branch Mobile 699
OPOTIO HIMD JOSEPH	
Occupation Foreman	Co. Martin Byiller
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COLLATERAL	The so week
Car: Make E Ford Year 1959	The second secon
Dealer's Name and Address Schaeffan I	Body 2dr
Date of Note 4-21-59	
Terms 30 @ 65.95	Kind of Instrument CS Contract Mortgage Leace
Total Paid on Note 808.80	LeaseLease
Date Repossessed 7/27/60	
Date of Foreclosure	
Sold To G. V. Allgodd	
Unpaid Balance When Repossessed Plus Expenses of Repossessed	Amount 325.00
Less Process Topossession and a	1213.20
Less Unearned Insurance Premium Deficiency Due	325.00 83.70
COMMENTS:	33.46 CL 771.04
DOCUMENTS ATTACHED Contract Clerk REGISTES	
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Received

DEF-1820

ALABAMA - GEORGIA CONDITIONAL SALES CONTRACT

f. Mr. Ed. H. Brown (Write or Type Buyer's Name Plainly)	residing at	Rt. 1 Box 241		
Fairhope	Baldwin	Number Ala.	Stree	t to purchase of
City - Postal Zone No.	· · · · · · · · · · · · · · · · · · ·	County State Mobile	State of Z1	
	r), of the City of			·
New or Used Make of Motor Vehicle No. Cyl. Year Model N		Serial Number	Motor Number Lic 100E-662199	ense Number
New Eng. Ford 1959 Escor		Wagon Window	Air Con-	
Radio Heater X Automatic Overdrive Overdrive		rakes Lifts	ditioning	Other
together with all equipment and accessories thereon, all of which are include for a total time price of \$ 2279.51. I have paid \$ in		to the property of the control of th	1956 Ford (Year and Make of T	rade-In)
motor vehicle at an agreed net value of \$ 301.01 and in such coin or currency of the United States of America as at the time of the United States of America as at the United States of America as	I promise to pay the repayment shall be legal	emainder of said time pri tender for the payment of	ce of s <u>1978.50</u> f public and private debts,	
in 30 monthly installments of \$ 65.95 and a fir				<u>5 195 9</u>
and continuing on the same day of each month thereafter until fully paid ment and may be detached herefrom.	as evidenced by the u	ndersigned's note of even	date herewith which is a	separate instru-
If any of said installments are not paid when due, then all unpaid i or demand.	installments shall imme	diately become due at th	e option of the owner hereo	f without notice
In consideration of the foregoing I shall be provided insurance if of	otainable as follows:	ennovereas hamayana yare şijin na yaşışırı anazı a ayası anazı a ayası anazı a	entermination of the second of	
Check Insurance Coverages Included in Contract. COVERAGES APPLICABLE TO MOTOR VEHICLE for	r Term 30	Months, effective	June 5	19 <u>59</u>
\$ 50.00 Deductible Collision, Comprehen				
☐ Road Service. OTHER INSURANCE COVERAGES — ☑ Credit Life, ☐	Accident and He	alth		
OTHER INSURANCE COVERAGES — & Credit Line, (No insurance included)				
No Bodily Injury or Property		•		
Title to said motor vehicle shall remain in said seller or his assignee up and I am now in possession thereof hereunder. I shall not attempt to sell of in violation of any State or Federal Laws. I shall not remove the said motor owner hereof, and I shall use the same in a careful and prudent manner. In to the owner hereof. I shall not transfer my interest in this agreement or it of said owner. I agree, however, to deliver said motor vehicle to the owner believe said motor vehicle will be lost to him or damaged by reason of my	or encumber said motor vehicle from the filir the event of loss or do no said motor vehicle or of this contract upon continuing in possession	r venicle during the life of ag district where I now amage to said motor vehi r part with the possession his request and if the over on thereof, the owner of	r this contract, and shall accepted without the written cle, I shall give immediate thereof, except upon the order of this contract shall this contract may take pos-	consent of the written notice written consent feel insecure or seession of said
motor vehicle without notice or demand and with or without process of law, his contract at the time the owner hereof comes into possession of said moen days thereafter, the motor vehicle shall be delivered to me.	recerdless of whether	I am in default hereunde	r or not. But ii 1 am not 1	n derkuit under
Time is of the essence of this agreement and if I am in default in the pa- greements herein made by me, all of my right to the possession of said moto- ald motor vehicle, either with or without demand or notice and by or without	process of law and ma	y sell said motor vehicle :	to taken at public or private as the owner of said contr	e sale, with or act may deter-
aine. Said owner may bid at any such sale. From the proceeds of any such saled motor yehicle, including its attorney's fees and the expenses of liquidating inpaid hereunder and any surplus shall be paid over to me; in case of a deficie uthorize said owner to cancel any policy of insurance upon said motor vehicle	any liens or claims the mcy, I shall pay the sa and to collect and rec	ereon and shall apply the me forthwith to said own eipt for in my name all a	balance of said proceeds er with interest and until s eturn premium thereon and v be for the purpose of tal	to the amount uch payment 1 i to apply any cing possession
uch sum received thereby upon said debt. The owner hereof may enter a print it and in repossessing said motor vehicle the said owner may take possession ne without any responsibility or liability on his part.	of any property therei	n at the time of repossess	on and hold such property (temporarily for
I hereby transfer, set over and assign unto the owner, hereof, its or hoolicy of insurance issued on the above described property. Said proceeds are ne, or at the election of the owner hereof may be used to apply on the purcha	to be applied to my in use of other insurance.	debtedness hercunder and	the excess, if any, is to	pe remitted to
gaid seller shall assign this agreement and transfer title to said motor such assignment I will perform all of the promises herein contained to such all claims against the seller herein directly with him and agree not to set up complaint or otherwise to any action for the purchase price or possession of s	ch assignee as the own	er hereof and I agree the belier	at after such assignment to as a defense, counter-clair	iat i will settle
The rights and obligations of the respective parties hereto are as set fort			ovenants of the Buyer' so	
everse side hereof, which statement I agree is a part of this contract and by to see if all of said covenants appeared herein. Such rights are cumulative and no I hereby warrant and represent to each purchaser of the seller's interest oppoperty herein described. The pronoun "I" as used herein means the buyer.	the reference is incorporate the control of the con	der in the contract in no ament contains all of the	ovenants of the Buyer" so ract shall be read and cons way restricts their applicat	tion.
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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 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 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 insurance is subsequently canceled by the result of the return premium thereon shall be collected by such 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 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 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.

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unio de la comita d La comita de la comi 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 chemin to smit assignue, 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, 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 undersigned represents that he does not know or have any reason to know 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 recited 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. If a c . A Filosoff Comp. Selection e.g., 1777 (Filosoff) selection e.g., 1777 (Filosoff) selection of directors to sign. If a p price includes: Schaeffer Lincoln-Mercury, Ir ust be in fan 1 partnership, 21 fiame hip, by of c 195 9 corporation by o officer Sec y having

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If any of said installments be not paid when due, then all unplaid installments berefor shall immediately become due and payable. Without notice of centand. 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. (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 fall 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.

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Por value received the undersigned hereby assigns the installment sales contract hereon, to the Associates Discount Corporation, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the contract are true, that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said instrument is genuine and in all things what it purports to be, and that 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.

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