

STATE OF ALABAMA)
COUNTY OF BALDWIN)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby Commanded to Summon CHARLES E. BROADUS 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, State of Alabama, at Bay Minette against CHARLES E. BROADUS, Defendant, by ATLAS FINANCE COMPANY, a corporation, Plaintiff.

WITNESS my hand this 26th day of August, 1965.

Alice J. Duck Clerk.

ATLAS FINANCE COMPANY, a Corporation,	I	
Plaintiff,	I	IN THE CIRCUIT COURT OF
VS.	I	BALDWIN COUNTY, ALABAMA,
CHARLES E. BROADUS,	I	AT LAW.
Defendant.	I	6659

C O M P L A I N T

The Plaintiff claims of the Defendant the sum of SIX HUNDRED TWENTY FOUR AND 80/100 (\$624.80) DOLLARS due by promissory note made by him on the 31st day of March, 1965, and payable in twenty-four (24) monthly installments of TWENTY EIGHT AND 25/100 (\$28.25) DOLLARS each, beginning May 1st, 1965; said note provides that if any installment of this note is not paid on or before maturity, all the remaining installments shall, at the option of the holder hereof, immediately become due and payable, and the Defendant failed to pay an installment and the Plaintiff exercises its option to declare the whole sum due and payable.

And the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama, and agreed to pay an attorneys fee for the collection thereof and the Plaintiff hereby claims the further sum of NINETY THREE AND 72/100 (\$93.72) DOLLARS as such attorneys fee, said note being originally made

CASE NO. 6659

ATLAS FINANCE COMPANY, A Corporation

Plaintiff,

vs:

CHARLES E. BROADUS

Defendant.

FILED

AUG 26 1965

ALICE L. DICK, CLERK
REGISTER

TAYLOR WILKINS, Sheriff
By *Randy Randall* D.S.

To Judge

By service on

Sheriff claims miles at

of 2.00

Ten Dollars for mileage Total \$ 2.00

TAYLOR WILKINS, Sheriff

Randy Randall
DUTY SHERIFF

Received *26* day of *Aug* 19*65*
and on *3* day of *Sept* 19*65*
I served a copy of the within *Charles E. Broadus*

CASE NO. 6659

ATLAS FINANCE COMPANY, A Corporation

Plaintiff,

vs:

CHARLES E. BROADUS

Defendant.

FILED

AUG 26 1965

ALICE J. DICK, CLERK
REGISTER

E.G. Rickarby

By service on

TAYLOR WILKINS, Sheriff
By *Don Randall*
W. J. Hoyle

Received *26* day of *Aug.* 19*65*
and on *3* day of *Sept* 19*65*
I received a copy of the within
Charles E. Broadus

Shall be paid *70* dollars at
Ten Dollars per mile Total \$*700*
TAYLOR WILKINS, Sheriff
Don Randall
DUTY SHERIFF

LAW OFFICES

MAILING ADDRESS
P. O. Box 471

E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

October 20, 1965

Honorable Telfair J. Mashburn
Circuit Judge
Bay Minette, Alabama

Dear Judge Mashburn:

Inre: Atlas Finance Company, a Corporation,
Vs: Charles E. Broadus
Case No. 6659
Our File: 65-238

Service was had in the above mentioned cause on the 3rd day of September.

Request Judgment by Default and am enclosing promissory note signed by Broadus and request Judgment for \$718.52, with Waiver of Exemption, being \$624.80, principal, and \$93.72, attorney's fee, 15 per cent.

Yours very truly,



EGR/jlb
Encl.
10-30-65

NOTE AND CONDITIONAL SALE CONTRACT

9830
Contract Number

The undersigned seller hereby sells, and the undersigned purchaser or purchasers, jointly and severally, hereby purchase(s), subject to the terms and conditions hereinafter set forth, the following property, together with all accessories and equipment attached thereto, delivery and acceptance of which in good order are hereby acknowledged by purchaser, viz:

Year Model	No. Cyl.	Make	Type of Body If Truck, Give Tonnage	Model Letter or Number	Motor No.	Manufacturer's Serial No.
60		Falcon	2 Dr		OK115148156	

For a TOTAL TIME PRICE of \$ 778.00
 Amount Payable ON OR BEFORE DELIVERY of \$ 100.00
 Leaving a DEFERRED BALANCE of \$ 678.00
 payable at office of Atlas Finance Co.

For value received, I, We, promise to pay to the order of the seller the sum of \$ 678.00 in 24 monthly installments each of \$ 28.25, on the same day of each successive month, beginning 5-1-65, together with a final additional installment in the amount of the balance remaining due, on the same day of the next successive month, with interest from maturity at the highest lawful rate until paid, and if not so paid to become part of principal and bear the same rate of interest. If any installment of this note is not paid at or before maturity, all remaining installments shall at the option of the holder hereof immediately become due and payable, and the undersigned, and each of them, hereby agree to pay any expenses of collection, including reasonable attorney's fees if placed in the hands of attorney for collection after maturity, the minimum fee to be \$25.00. All parties to this note, including sureties, endorsers and guarantors, hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest and diligence in bringing suit against any party hereto, and hereby consent that time may be extended after maturity without notice and without releasing any party hereto. All homestead and exemption rights as against this obligation or any renewal thereof are waived and assigned to holder.

1. Title to said property shall not pass to purchaser until said amount is fully paid in cash. No transfer, renewal, extension or assignment of this contract or any interest thereunder, or loss, injury or destruction of said property shall release purchaser from his obligation hereunder; assignee shall be entitled to all the rights of seller. Purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use same illegally, improperly or for hire; shall not remove same from state without permission of the holder of this contract; shall not transfer any interest in this contract or said property. Any sum of money paid by the seller in payment or discharge of taxes, liens and encumbrances on said property shall be secured by and under this contract.

2. Purchaser agrees to maintain at all times insurance satisfactory to the seller, protecting the interest of seller in the above described car. In the event purchaser fails to do so, seller or assignee may procure insurance upon said car and purchaser agrees to pay the premium therefor upon demand as an additional part of the obligation hereunder. Purchaser hereby assigns to seller or his assignee all moneys not in excess of the unpaid balance hereunder payable under any insurance whether paid by reason of loss, injury, returned premium or otherwise, and directs any insurer to make payment direct to the holder hereof, and appoints said holder as attorney in fact to endorse any draft. Such proceeds shall be applied either to the replacement of the property covered hereby or to replacement of the insurance (in event of cancellation of insurance and return of premium) by single interest or other insurance, or payment of this obligation, at the option of the seller or assignee.

3. Time is of the essence of this contract and in the event purchaser defaults on any payment due on this contract or fails to comply with any condition of this contract or a proceeding in bankruptcy, receivership or insolvency be instituted against the purchaser or his property, the full amount shall be immediately due and payable. Further upon such default or event, seller or any sheriff or other officer of the law may take immediate possession of said property without demand (possession after default being unlawful), including any equipment or accessories thereto; and for this purpose seller may enter upon the premises where said property may be and remove same. Such repossession shall not affect seller's right, hereby confirmed, to retain all payments made prior thereto by the purchaser hereunder. Seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to purchaser (if given, notice by mail to address below being sufficient), with or without having such property at place of sale, and upon such terms and in such manner as seller may determine; seller may bid at any public sale; such sale may be held in such county or place as seller or assignee may choose. From proceeds of any such sale, seller shall deduct all expenses for retaking, repairing and selling such property including a reasonable attorney's fee. The balance thereof shall be applied to amount due; any surplus shall be paid over to purchaser; in case of deficiency purchaser shall pay the same with interest. Seller may take possession of any other property in the above described motor vehicle at time of repossession, whenever such other property may be therein, and hold same temporarily for purchaser without liability on the part of seller.

4. The seller's acceptance of any instalment or payment after it or the full amount may have become due and payable hereunder shall not be deemed to alter or affect, the purchaser's obligations and/or the seller's right hereunder with respect to any subsequent payments or default therein.

5. No warranties, express or implied, representation, promises or statements have been made by seller unless endorsed hereon in writing. No modification of any of the terms or conditions hereof shall be valid in any event, and the purchaser expressly waives the right to rely thereon, unless made in writing duly executed by the holder of this contract. Purchaser agrees that any claims or demands against the seller arising from this transaction will be asserted against the seller and not against any assignee of the seller.

6. Title retained hereby to secure payment of the purchase price shall also secure all extensions or renewals of, and additions to, the said obligation of purchaser.

7. Any provision of this contract prohibited by law of any state shall as to such state be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract.

8. If at any time it shall appear that Purchaser has a record or reputation with any law enforcement agency for violating the laws of the State or Federal government relating to liquor, or if Seller has reasonable ground for believing that the said automobile has been or will be used with or without the knowledge or consent of Purchaser in violation of the liquor laws of the Federal or State Government, then the full indebtedness hereby secured shall immediately become due and Seller may take possession of the said automobile with or without legal process as herein provided and retain possession until the full indebtedness hereby secured is paid, and upon failure to pay said indebtedness upon demand the automobile may be disposed of as herein provided. Purchaser warrants that said automobile shall not be used in violation of any Federal or State law.

9. The Insurance on the above described Automobile does not cover liability for injury to persons on damage to property of others.

Executed this 31 day of March 1965

SELLER SIGNS

(Seller's Signature)

BY

(If Corp. or Part.)

PURCHASER SIGNS

(Purchaser's Signature)

(Co-Purchaser's Signature)

(Witness)

DEALER'S ASSIGNMENT

The contract on the reverse side hereof is hereby accepted and for valuable consideration, the receipt whereof is hereby acknowledged, the undersigned seller hereby sells, assigns, transfers, and sets over to Atlas Finance Co. the aforesaid contract, and all right, title and interest and to the property therein described, hereby granting full power to the assignee either in its own or in the undersigned seller's name to take all such legal or other proceedings as undersigned might have taken, save for this assignment. The undersigned seller warrants that the contract is genuine and in all respects what it purports to be; that the cash payment and the trade-in allowance were respectively received and made as indicated; that all statements of facts contained in the contract are true; that at the time of execution of the agreement, the undersigned had good title to said property and right to transfer unencumbered title thereto; that all parties to the foregoing instrument have capacity to contract and that the undersigned seller has no knowledge of any facts which impair the validity of value of said instrument, and that Certificate of Title showing encumbrances in favor of assignee has or will be forthwith applied for if required by law.

It is understood and agreed that undersigned's liability with respect to contract or the automobile covered thereby is in accordance with one of the four plans shown below, undersigned having indicated his election by checking the plan selected at the time of execution hereof.

1. WITHOUT RECOURSE. No liability to undersigned. ☒
2. WITH FULL RECOURSE. Undersigned guarantees the payment of said contract in accordance with its terms. ☐
3. FULL REPURCHASE. Without recourse, except that undersigned agrees to repurchase the note and conditional sale contract to which it is collateral, if the same is ever in default and assignee repossesses the automobile described in said conditional sale contract and delivers the same to undersigned, within ninety days after default; purchase price to be balance owing on note and conditional sale contract, same to be paid simultaneously with delivery of the car to the undersigned. ☐
4. QUALIFIED REPURCHASE. Without recourse, excepting that if prior to the time a total of _____ installments provided for in the note and conditional sale contract shall have been paid by the Purchaser the automobile described in the conditional sale contract or chattel mortgage executed concurrently with the note to secure the same is repossessed by the assignee, for non-payment by the maker of any installment or installments due under said note, the undersigned on demand agrees to repurchase this note for an amount equal to the outstanding balance thereof at the time of repossession. ☐

DATED 3-31- 1965 (Signed) Janie Cooper (Seller) Cooper Used Car (L.S.)
By Janie Cooper (Title) Ser.
(Signature of Owner, Partner or officer)

WITHOUT RECOURSE
Pay to the order of _____
(Signed) _____
By _____ (Title) _____

STATE OF ALABAMA
COUNTY OF _____
I, _____, a Notary Public in and for said county and state, hereby certify that _____, whose name is signed to the foregoing conditional sale contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conditional sale contract _____ executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this _____ day of _____ A.D., 19____

Notary Public, _____ County, Alabama.
State of _____
County of _____

PERSONALLY appeared before me _____ who, being duly sworn, says that _____ he saw _____ sign, seal, and as his act and deed, deliver the foregoing instrument for the uses and purposes therein mentioned and that _____ he, together with _____ witnessed the execution thereof.
Sworn to and subscribed before me this _____ day of _____ 19____
Notary Public _____ (L.S.)
Signature of Witness _____

E. G. RICKARBY
P.O. Box 471
Fairhope, Alabama 36521

Telephone 928-9836

October 26, 1965

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Atlas Finance
Vs: Charles Broadus
Our File: 65-238

Request you put these papers on Judge Mashburn's desk
for Judgment and oblige.

Yours very truly,



EGR/jlb
Encl.
11-6-65

Send me certificate
of Jud & [unclear]

LAW OFFICES

MAILING ADDRESS
P. O. Box 471

E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

August 21, 1965

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Atlas Finance Company
Vs: Charles E. Broadus
Our File: 65-238

Enclosed find Summons & Complaint in the above styled cause.

Please process and oblige and send me bill for costs.

Yours very truly,



jlb
Encls.
cc: Mr. J. G. Bennett
8-31-65