

GIBBONS & STOKES

ATTORNEYS AT LAW  
201 AMERICAN NATIONAL BANK BUILDING  
BIENVILLE OFFICE  
MOBILE, ALABAMA  
TELEPHONE 433-2611

E. GRAHAM GIBBONS  
B. F. STOKES, III

MAILING ADDRESS  
P. O. BOX 293  
MOBILE, ALABAMA, 36601

December 27, 1965

Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
Bay Minette, Alabama

RE: Michigan National Bank  
VS. Marvin B. Robertson  
Circuit Court Case No. 6762  
Baldwin County, Alabama

Dear Mrs. Duck:

I enclose the following:

- (1) Non-Military affidavit pertaining to the defendant.
- (2) Conditional Sales Contract.
- (3) Motion for judgment by default.
- (4) Check for \$29.40 to cover the costs of Court.

As more than 30 days have elapsed since the defendant was served with the complaint, please present the matter to Judge Mashburn and request a judgment by default. If anything further is needed, please advise. I would appreciate it if you would let me know as soon as the judgment is entered.

Sincerely yours,

  
B. F. Stokes, III

BFS:sh

Encl's: as indicated above.

GIBBONS & STOKES

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201 AMERICAN NATIONAL BANK BUILDING

BIENVILLE OFFICE

MOBILE, ALABAMA

TELEPHONE 433-2611

E. GRAHAM GIBBONS  
B. F. STOKES, III

November 15, 1965

MAILING ADDRESS  
P. O. BOX 293  
MOBILE, ALABAMA, 36601

Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
Bay Minette, Alabama

Re: Michigan National Bank, a corporation vs  
Marvin B. Robertson

Dear Mrs. Duck:

I enclose a detinue suit styled as above. In addition, I enclose the detinue bond and affidavit. Please be so kind as to submit this matter to the sheriff at your very earliest opportunity.

Thank you for your cooperation.

Sincerely yours,

  
B. F. Stokes, III

BFS:jrc

Enclosures

# RETAIL INSTALLMENT CONTRACT

REVISED FORM 5

The undersigned Buyer (whether one or more) does hereby purchase from the undersigned Seller, subject to the terms and conditions hereinafter set forth, the following trailer, complete with all attachments and equipment, including any hereafter added, delivery and acceptance of which is hereby acknowledged by me, viz.:

New or Used	Year	Make or Trade Name	Length and Description	Color and Model	Manufacturer's Serial No.
NEW	1964	STAR	46 X 10 TRAILER COACH	GREEN & WHITE 2 DR.	1111

## STATEMENT OF TRANSACTION

- Cash Price
- Down Payment
  - Cash
  - Trade-in Allowance
  - Make....., Year.....
  - Model....., Serial No.....
  - Other Credits
- Unpaid Cash Price Balance
- Cost of Insurance (procured by Holder as authorized by Buyer):
  - Fire, Theft and Combined Additional Coverage
  - Without Collision
  - With \$50 Deductible Collision
  - Vendor's Single Interest (Collision and Embezzlement)
  - Life and Disability (Restricted—Optional)
  - Total Cost of Insurance
- Official Fees
- Principal Balance Owed and Payable in Installments (Total of Items 3, 4, and 5)
- Credit Service Charge (Time price differential)
- Time Balance (Items 6 and 7)
- Payment Schedule:
  - equal monthly installments of \$63.23 each, payable the same date of each month beginning JUNE 10, 1964
  - provided that the final installment shall equal the time balance then remaining unpaid
- Time Sale Price

(Warning. The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others.)

Buyer agrees to pay the time balance (Item (8) in the above schedule) at the office of Michigan National Bank (Grand Rapids, Michigan) as provided in the payment schedule set forth as Item (9) above. For each payment which Buyer fails to pay within 10 days after it becomes due, he may be required to pay a default charge of 5% of the amount in arrears, or \$5.00, whichever is lesser, but in any event not more than the maximum default or delinquency charge permitted by law. If this contract be placed with an attorney for collection, Buyer agrees also to pay as attorney's fees 15% of the amount due hereunder, but not more than the maximum amount permitted by law. Acceptance by Seller or assigns of the promissory note executed in connection herewith shall not be considered as payment.

It is also agreed:

- The above described trailer shall at all times be and remain personalty and the title to said trailer shall remain vested in the Seller until this contract shall have been fully performed by Buyer; title to all equipment, radios, heaters, tires, accessories and parts now attached to said trailer shall immediately vest in the holder of this contract upon like terms and conditions and such property shall be included in the term "trailer" whenever used herein. Any assignee shall be entitled to all of the rights of the Seller.
- Time is of the essence of this contract and in the event Buyer defaults on any payment, or fails to comply with any provision herein, or (except where insecurity is not a legal basis for default) Seller, for any reason wholly within his or its discretion, deems himself or itself insecure, then the Seller, at his or its option, may elect (1) to declare the entire sum remaining unpaid hereunder immediately due and payable and sue therefor, thereby vesting absolute title in Buyer, or (2) to repossess said trailer without notice, demand or legal process if repossession may be made without breach of the peace, and may enter upon the premises where said trailer may be and remove and hold the same absolutely as the property of Seller (together with any other personal property therein, until demanded by Buyer). In such latter event Buyer agrees to deliver possession of said trailer to Seller who shall retain all payments made by Buyer as and for the rental and depreciation of said trailer. Except where contrary to law, any sale after repossession may be private of public, without notice and without having the trailer at the place of sale.
- Buyer shall not remove said trailer from the county where he now resides or transfer said trailer to unauthorized third

PHOTOSTATIC  
FOR EXHIBIT PURPOSES ONLY

1. The above described trailer shall at all times be and remain personalty and title to said trailer shall remain vested in the Seller until this contract shall have been fully performed by Buyer; title to all equipment, radios, heaters, tires, accessories and parts now attached to said trailer shall immediately vest in the holder of this contract upon like terms and conditions and such property shall be included in the term "trailer" whenever used herein. Any assignee shall be entitled to all of the rights of the Seller.

2. Time is of the essence of this contract and in the event Buyer defaults on any payment, or fails to comply with any provision herein, or (except where insecurity is not a legal basis for default) Seller, for any reason wholly within his or its discretion, deems himself or itself insecure, then the Seller, at his or its option, may elect (1) to declare the entire sum remaining unpaid hereunder immediately due and payable and sue therefor, thereby vesting absolute title in Buyer, or (2) to repossess said trailer without notice, demand or legal process if repossession may be made without breach of the peace, and may enter upon the premises where said trailer may be and remove and hold the same absolutely as the property of Seller (together with any other personal property therein, until demanded by Buyer). In such latter event Buyer agrees to deliver possession of said trailer to Seller who shall retain all payments made by Buyer as and for the rental and depreciation of said trailer. Except where contrary to law, any sale after repossession may be private of public, without notice and without having the trailer at the place of sale.

3. Buyer shall not remove said trailer from the county where he now resides or transfer said trailer to unauthorized third persons without the written consent of Seller or assigns, nor shall the Buyer use said trailer for any unlawful purpose, nor sell, rent, encumber nor permit any liens to be incurred against the same. Buyer shall, at his own expense, maintain said trailer in as good condition as he received it, shall be liable for all loss or damage to the same and he shall give the Seller immediate written notice of any such loss or damage.

4. Buyer shall insure said property against fire, theft and other hazards (combined additional coverage) to protect the Buyer and the Seller or other Holder hereof. Buyer shall also insure said property against accidental collision or upset or wrongful conversion, embezzlement or secretion (vendor's single interest) to protect the Holder hereof. Buyer has the option of procuring such insurance or authorizing the Seller or other Holder hereof to procure the same at the Buyer's cost and expense. In the event that Buyer authorizes the Holder hereof to procure such insurance or if the Buyer fails to procure such insurance satisfactory to the Holder hereof such insurance aforesaid shall be procured by the Holder hereof and the cost thereof shall be added to and become a part of the purchase price. The proceeds of any insurance whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of the Seller or other Holder hereof. Buyer also understands that the purchase of life, health and accident insurance to further protect him during the term of this contract is optional with him.

5. Any extension of time in which to pay any installment granted to Buyer by Seller or assigns, shall not be construed as an election of remedies hereunder, and shall not operate to prejudice or waive any right to enforce the full and strict performance of this contract. Buyer waives all benefits of valuation, appraisal and exemption laws.

6. Buyer acknowledges notice of intended assignment of this contract and agrees that such assignee shall be entitled to all the Seller's rights hereunder. Buyer agrees that he has not dealt with the Seller as the agent of the assignee for any purpose whatsoever, and that all claims against the Seller with respect to the sale evidenced hereby are to be settled directly with the Seller, and further agrees not to set up any claim against Seller as a defense, counterclaim, set off or otherwise to any action for payment or possession brought by the assignee on this contract.

7. Upon full payment of the balance due and performance by Buyer of all conditions and acts required of him hereunder, title to the above described trailer shall automatically pass to Buyer and Seller shall, upon request, furnish evidence of satisfaction hereof.

8. Any provision of this contract prohibited by law of any state or held invalid in any state shall as to such State be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions hereof.

9. It is the intention of the parties hereto that all matters relating to the execution, interpretation, validity and performance of this contract shall be governed by the laws of the state in which the Buyer now resides, which is the state indicated below, and wherever applicable, the laws of the United States.

Buyer has represented to Seller that he is 21 years of age or over, and Seller, in entering into this contract, has relied upon such representation.

Buyer has read the foregoing contract after all blanks have been filled in and there are no understandings, agreements, representations or warranties, express or implied, not specified herein, respecting the said trailer or the terms and conditions of the sale above mentioned.

Executed in triplicate this 27<sup>th</sup> day of APRIL, 1964  
(Do not execute on Sunday or Legal Holiday)

Subscribed and sworn to before me on this 27<sup>th</sup> day of April, 1964  
WILLIAM C. WINN  
Public, Kent County, Michigan  
Commission Expires Jan. 2, 1967

### THIS IS A RETAIL INSTALLMENT CONTRACT

NOTICE TO THE BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the credit service charge. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

Buyer acknowledges receipt of an executed copy of this contract with all blanks filled in.

BUYER'S SIGNATURE Merwin B. Robertson  
WIFE Bernie Robertson  
RESIDENCE OF BUYER P.O. Box 160, ROBERTSDALE, ALABAMA  
(Street) (City and State)

SELLER'S SIGNATURE Skylar Trucking, Inc.  
BY John Peyton Smith, Jr. ITS Bookkeeper  
SELLER'S PRINCIPAL PLACE OF BUSINESS 3001 GOVT. BLVD., MOBILE, ALABAMA

→ Fill in Reverse Side ←

MAILED DEC 28 1964  
FBI - MOBILE  
CLEAN  
REGISTER

NECESSARY

IN

CONNECTICUT AND FLORIDA

(BOTH Buyer AND Seller Must Acknowledge)

STATE OF

COUNTY OF

ss.

On this

day of

19

, before me personally appeared

(Name of BUYER — and WIFE, if she signs)

, personally known to me to be same person(s)

whose name(s) is (are) subscribed to the within instrument as Buyer, and

(Name of Person signing as or for Seller)

personally known to me to be the same person whose name is subscribed to the within instrument as Seller (or as

(Title)

of Seller), and being duly sworn, they acknowledge the execution

by signing and delivery of the within instrument in the capacities indicated, and that such execution was the free act and deed of each of them respectively.

NOTARY  
SIGN HERE

(Seal of Notary)

Notary Public..... County,

State of.....

My commission expires:.....

State of

County of

ss.

On this

day of

A. D., 19

, before me, the undersigned, a Notary Public in and for said County, State

of , personally appeared

to be the identical person named in and who executed the within instrument and acknowledged that he executed the same as

a voluntary act and deed.

INDIVIDUAL ACKNOWLEDGEMENT

Notary Public in and for said County and State

State of

My commission expires:

State of Alabama ss.  
County of Mobile

On this 27 day of April A. D., 1964, before me, the undersigned, a Notary Public in and for said County, State of Alabama, personally appeared Morris B. Robertson to me personally known to be the identical person named in and who executed the within instrument and acknowledged that he executed the same as a voluntary act and deed.

### INDIVIDUAL ACKNOWLEDGEMENT

Carolyn S. Newton  
Notary Public in and for said County and State

### SELLER'S WARRANTIES AND ASSIGNMENT

To Michigan National Bank (Grand Rapids, Michigan):

The undersigned represents and warrants that the within contract, the note and all accompanying documents are genuine, properly executed, and that any statements made therein are true and shall continue to be true; that said contract arose from the conditional sale of the within described trailer, which trailer is as represented to the Buyer by the undersigned; that the title to said trailer is now vested in the undersigned free of all liens and encumbrances except the interest of the within Buyer; that the undersigned has the right to assign such title and such contract; that the terms and execution of the within contract are in compliance with all applicable laws, rules and regulations of the state and any agency or political subdivision thereof; and that all taxes or fees applicable to such transaction or to the instruments evidencing same have been properly and timely paid. The undersigned agrees to indemnify the assignee for any loss suffered due to a claim, counter-claim, cross-claim, defense or otherwise of breach of express or implied warranties either brought or interposed by the Buyer in an action by or against the assignee. The undersigned warrants that the downpayment made by Buyer as indicated on the Statement of Transaction was in cash or trade-in, and not its equivalent, and does not directly or indirectly represent a loan from Seller to Buyer; and that the Buyer is 21 years of age or older.

For value received, the undersigned does hereby sell, assign and transfer to the Michigan National Bank (Grand Rapids, Kent County, Michigan) his, its or their right, title and interest in and to the within contract and the trailer covered thereby and authorizes said Michigan National Bank to do every act and thing it deems necessary or proper to collect and discharge the same.

SIGNATURE OF  
SELLER

BY

ITS

April 27, 1964  
(Date)

### MISTAKES cause DELAYS

Re-examine

- all Signatures
- all Spaces
- all Figures
- all Dates
- all Affidavits



STATE OF ALABAMA  
County of ~~Mobile~~ Baldwin

KNOW ALL MEN BY THESE PRESENTS, That we, Michigan National Bank, a corporation  
as Principal, and Fidelity & ~~xxxxx~~ Deposit Co. Of Maryland, as Sureties, are held and firmly bound  
unto Marvin B. Robertson

in the sum of Four Thousand & no/100 (\$4,000.00) Dollars  
for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our  
heirs, executors and administrators. Sealed with our seals and dated this 12th day  
of November in the year of our Lord, one thousand, nine hundred and sixty-five

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said  
Michigan National Bank  
did, on the 12th day of November, (1) 965, sue out in the Circuit Court  
of Baldwin County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him  
to take into his possession the following described property, to-wit:

One (1) 1964 Star hometrailer 46 x 10,  
Serial No. or Identification No. 1111

which said writ was placed in the hands of Taylor Wilkins  
Sheriff of the County of Baldwin, on the 12th day of November, 1965, by taking into his  
possession the following described property, to-wit:

One (1) 1964 Star hometrailer 46 x 10,  
Serial No. or Identification No. 1111

and whereas the said Marvin B. Robertson  
defendant in said writ, has failed and neglected, the the space of five days from the execution of said writ, to give  
bond and take possession of said property as authorized by law.

Now is the said Michigan National Bank

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment,  
and pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise  
to remain in full force and effect.

Taken and approved this the 26 day of November, 1965  
BY: Fidelity & Deposit Co. of Maryland (Seal)  
Attorney-in-fact (Seal)  
Taylor Wilkins (Seal)  
Sheriff, Baldwin County, Alabama  
Baldwin

No. \_\_\_\_\_

CIRCUIT

COURT

Baldwin

~~MOBILE~~ COUNTY

MICHIGAN NATIONAL BANK,  
a corporation

Plaintiff

VS.

{ Detinue Forthcoming

Bond by Plaintiff

MARVIN B. ROBERTSON,

Defendant



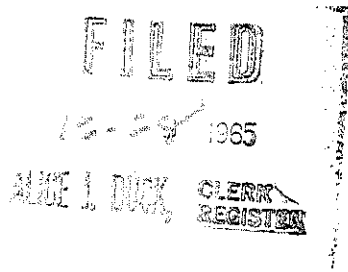
MICHIGAN NATIONAL BANK,	)	IN THE CIRCUIT COURT OF
a corporation,	)	
	)	
Plaintiff,	)	BALDWIN COUNTY
	)	
VS.	)	
	)	ALABAMA
MARVIN B. ROBERTSON,	)	
	)	
Defendant.	)	AT LAW
	)	
		CASE NO. 6762

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows unto the court that more than thirty days have elapsed since the defendant herein was served with the complaint and summons; and that said defendant is in default, in that he has failed to plead answer or demur to said complaint within the time allowed by law.

WHEREFORE, plaintiff moves for a judgment by default.

*B. F. Robertson*  
 ATTORNEY FOR PLAINTIFF  
 P. O. Box 293  
 Mobile, Alabama



THE STATE OF ALABAMA  
MOBILE COUNTY.

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, Michigan National Bank, a corporation, as principal, and Fidelity and Deposit Company of Maryland, as Surety

are held and firmly bound unto Marvin B. Robertson heirs, executors and administrators, in the sum of Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars, for the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of November, A. D. 1965  
The Condition of the above Obligation is such, That whereas the above bounden Michigan National Bank, a corporation has, on the 12th day of November 1965, sued out from the office of the Clerk of the Circuit Court of Baldwin County, in the State of Alabama, a Writ of Detinue, returnable to the present term of said Circuit Court of Baldwin County against the said Marvin B. Robertson

for the recovery of the following property.  
to-wit One (1) 1964 Star hometrailer 46 x 10,  
Serial No. or Identification No. 1111

NOW, if the said Michigan National Bank shall fail in said suit, and shall pay to the said Marvin B. Robertson the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

MICHIGAN NATIONAL BANK, a corporation  
BY: J. F. Stallworth (Seal)  
J. F. Stallworth  
FIDELITY & DEPOSIT COMPANY OF MD. (Seal)  
BY: William V. Oen (Seal)  
Attorney-in-Fact

approved 11-16-65  
King J. Duck, clerk  
FILED

NOV 16 1965  
AUCIE L. DUCK, CLERK  
REGISTER

THE STATE OF ALABAMA, }  
Mobile County

DETINUE AFFIDAVIT

NOTARY PUBLIC

Mobile  
~~Barlow~~

PERSONALLY appeared before me, ~~John E. Mendenhall, Clerk of the Circuit Court of Mobile County,~~

who, being duly sworn deposes and says, that the property sued for in the complaint of  
J. F. Stallworth

to-wit: One (1) 1964 Star home trailer 46 x 10,  
Serial No. or Identification No. 1111

belongs to Michigan National Bank the said Plaintiff.

Sworn to and subscribed the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, before me. }  
Clerk. } *J. F. Stallworth*

No. _____	
<b>CIRCUIT COURT</b>	
<b>MOBILE COUNTY</b>	
MICHIGAN NATIONAL BANK, a corporation	Plaintiff
VS. } Detinue Affidavit and Bond	
MARVIN B. ROBERTSON	Defendant
Filed 16 day of Nov 1965	
<i>Alfred J. [Signature]</i> Clerk Circuit Court, Mobile County	Attorney

MICHIGAN NATIONAL BANK, ) IN THE CIRCUIT COURT OF  
a corporation, )  
Plaintiff ) MOBILE COUNTY,  
VS ) ALABAMA  
MARVIN B. ROBERTSON ) AT LAW  
Defendant ) CASE NO. 6762

Plaintiff claims of the defendant the following described  
personal property, viz:

One (1) 1964 Star hometrailer, 46 x 10,  
Serial No. or Identification No. 1111

with the value of the use thereof during the detention, viz:

From, to-wit, September 10, 1965, said above described property  
being the property of the plaintiff.

*B. F. Stokes, III*

B. F. STOKES, III  
ATTORNEY FOR PLAINTIFF

*P.O. Box 293  
Mobile, Ala.*

Serve the defendant at:

Brewton Avenue  
Robertsdale, Alabama

FILED

NOV 20 1965

ALICE J. DICK, CLERK  
REGISTER

DETINUE SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

No. \_\_\_\_\_

To Any Sheriff of the State of Alabama:

\_\_\_\_\_, 19\_\_\_\_

You Are Hereby Commanded to Summon \_\_\_\_\_

to appear within thirty days from the service of this writ, in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of \_\_\_\_\_

Witness my hand this 16 day of Nov, 1945

Beige J. Welch, Clerk.

COMPLAINT

\_\_\_\_\_, Plaintiff Versus \_\_\_\_\_ Defendant

The plaintiff \_\_\_\_\_ claims of the defendant the following personal property, to-wit:

complaint attached

with the value of the hire or use thereof during the detention, to-wit:

from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, Plaintiff's Attorney.

No. 6762 Page \_\_\_\_\_

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

Michigan National Bank  
Plaintiff.

VS.

Marvin B. Robertson  
Defendant.

DETINUE SUMMONS AND COMPLAINT

Filed 11-16, 1965

Deice J. Duck, Clerk.

Gibbons, Stokes  
Plaintiff's Attorney

Defendant's Attorney

To The Sheriff of Said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Deice J. Duck, Clerk.

Executed 11-19-65  
By taking the within  
Property in possession  
1-1964 Steal. House trailer 46x10  
Serial # 1111. City made bond  
11/26/65 By Fidelity & Deposit  
Co. of Maryland Property  
deposited to City  
Sharon Wilkins  
Carroll Duck

R. Duck

Defendant lives at

RECEIVED  
Received in office

NOV 16 1965

TAYLOR WILKINS  
SHERIFF

Sheriff.

I have executed this summons

this 11-19, 1965

by leaving a copy with

Marvin B. Robertson

Sheriff claims 50 miles at

Ten cents per mile Total 5.00

TAYLOR WILKINS, Sheriff

BY Carroll Duck  
DEPUTY SHERIFF

Taylor Wilkins, Sheriff

Carroll Duck, Deputy Sheriff

R. Duck

324

MICHIGAN NATIONAL BANK,

a corporation,

PLAINTIFF,

-versus-

MARVIN B. ROBERTSON,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN

~~MOBILE~~ COUNTY

ALABAMA

AT LAW

CASE NO. 6762

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA)

COUNTY OF MOBILE)

Now comes, ~~BENJAMIN STOKES~~ Sue Harris,

who being first duly sworn, deposes and says that the defendant  
herein, MARVIN B. ROBERTSON,

was not at the time of the filing of this suit, and is not now  
in the Military or Naval Service of the United States.

The Defendant resides at Brewton Avenue,

ROBERTSDALE, ALABAMA.

Sue Harris

Sworn to and subscribed before me,

this 27th day of DECEMBER, 1965.

B. F. Holter, Jr.  
CIRCUIT CLERK, MOBILE COUNTY, ALABAMA.

Notary Public

FILED

, Clerk.

FILED

DEC 28 1965

WILLIAM L. DICK, CLERK  
REGISTER

10-

24013 - T NOTE

MOBILE, ALABAMA

(City)

(State)

APRIL 27

(Date)

1964

For value received, I (We), the undersigned, jointly and severally promise to pay to the order of

SKYLINE MOBILE HOMES, INC.

(Dealer)

of

MOBILE, ALABAMA

(City)

(State)

at the office of

MICHIGAN NATIONAL BANK

(Grand Rapids, Michigan)

The sum of FIFTY THREE HUNDRED ELEVEN AND 10/100 Dollarsin 84 monthly installments of \$ 63.23 each, payable the same day of each month beginning JUNE 10 1964, the final installment to equal the total balance then remaining unpaid. This note is given as evidence of the balance of the purchase price of certain personal property purchased under conditional sales contract of even date herewith, executed by the maker hereof as Buyer and by the payee hereof as Seller.

And each of us, whether principal, surety, guarantor or other party hereto, hereby severally waive any and all benefit from any exemption laws of any state now in force or hereafter to be passed as against this debt or any renewal thereof; and the makers, sureties and endorsers or other parties hereto, severally waive, presentment for payment, protest and notice of non-payment of this note, and all defense by reason of any extension of time of its payment that may be given by the holder to them or either of them.

If any of said installments be not paid when due, then all unpaid installments shall immediately become due and payable without notice or demand at the election of the payee or assigns.

Signature of

BUYER

Wife

Marvin B. Robertson

Bonnie Robertson

Address

P.O. Box 160, ROBERTSDALE, ALABAMA

Marvin B. Robertson

Bonnie Robertson

MICHIGAN NATIONAL BANK

(Grand Rapids, Michigan)

WITHOUT RECOURSE

except that the undersigned will at any time upon demand repurchase from Michigan National Bank the trailer covered by the contract of conditional sale within referred to for the amount then remaining unpaid.

Skyline Mobile Homes, Inc.

(DEALER SIGN HERE)

By

Its

Bookkeeper

(Title)