

6492

STATE OF ALABAMA )  
\*  
BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Britton Kelly 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 Commercial Credit Corporation.

WITNESS my hand this 27 day of April, 1965.

David L. Duck  
Clerk

Respondent is employed at Robertsdale High School, Robertsdale, Alabama.

\* \* \* \* \*

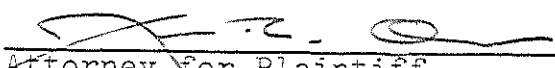
|                                |   |                         |
|--------------------------------|---|-------------------------|
| COMMERCIAL CREDIT CORPORATION, | ) |                         |
|                                | ) |                         |
| Plaintiff,                     | ) | IN THE CIRCUIT COURT OF |
|                                | ) |                         |
| VS.                            | ) | BALDWIN COUNTY, ALABAMA |
|                                | ) |                         |
| BRITTON KELLY,                 | ) | AT LAW                  |
|                                | ) |                         |
| Defendant.                     | ) |                         |

C O M P L A I N T  
COUNT ONE

The plaintiff claims of the defendant the sum of Three Hundred Seventy-six And 84/100 Dollars (\$376.84), the balance due under conditional sales contract dated August 17, 1962, and extension agreement dated March 12, 1964, a copy of which conditional sale contract is attached hereto marked Exhibit "A" and made a part hereof, as though fully incorporated herein, and a copy of which said extension agreement is attached hereto marked Exhibit "B" and made a part hereof, as though fully incorporated herein, together with interest from January 30, 1965. Plaintiff avers that in and by the terms of the conditional sale contract it was provided that if the purchaser defaulted on any obligation under the said contract, that the unpaid portion of the balance due under the said contract should become due forthwith at the option of the seller, and the purchaser further agreed that the seller could take possession of the property

described therein and sell at private or public sale in accordance with the laws of the State, the said property and the proceeds of any such sale, less all expenses, should be credited on the amount payable under the said contract and the purchaser further agreed that he would pay any remaining balance forthwith as liquidated damages for the breach of the contract and that he should receive any surplus. Plaintiff avers that the said defendant became in default under the said contract and as a result thereof the plaintiff declared the entire balance due, repossessed the said personal property described in the said sale contract and sold it on or about to-wit, January 30, 1965, for the sum of Seven Hundred Dollars (\$700.00) and gave the defendant credit therefor.

Plaintiff further avers that in and by the terms of the said conditional sale contract the defendant agreed to pay a reasonable attorney's fee if the said contract was referred to an attorney for collection or enforcement, which said fee the plaintiff avers to be \$50.00 and which it herewith claims.

  
Attorney for Plaintiff

64-5-6-65

FILED  
APR 27 1965  
ALICE L. DUCK, CLERK  
REGISTER

# CONDITIONAL SALE CONTRACT

EXHIBIT "A"

Mobile, Ala. 17 August 1962

TRANS. NO.

AVOID MISTAKE—FILL OUT COMPLETELY

Between **Mr. Britton Kelly** (Print Purchaser's Name) **Robertdale** (City or Town) **Alabama** (County) (State) Purchaser,  
 And **Hardy Motor Company** (Dealer's Name) **603 Dauphin Street** (Give Correct Legal Address) **Mobile** (City) **Alabama** (State), Seller.

Purchaser (meaning all of undersigned, jointly and severally) hereby purchases from Seller on the terms and conditions set forth below and on the reverse side hereof, and Purchaser acknowledges delivery, examination and acceptance of the motor vehicle and equipment (herein called "Car") described below, in its present condition, for the Total Time Price of \$ **3135.14**, less Total Down Payment of \$ **478.70** leaving a Total Time Balance of \$ **2656.44**, which Purchaser agrees to pay to the order of Seller at the office of Commercial Credit Corporation at **1870 Government Street - Mobile, Ala.**, in monthly payments or unequal payments as indicated below:  
**MONTHLY PAYMENTS:** **36** monthly installments of \$ **73.79** each, the first installment payable **October 1st 1962** (Month) (Day) (Year) and each successive installment payable on the same date of each and every month thereafter, (If no date is inserted in blank, the first installment is payable one month from date of contract.)  
**UNEQUAL PAYMENTS:** until the Total Time Price is paid in full, with interest thereon after maturity at the highest legal contract rate.

| Make—No. Cylinders | Model No.   | Model Name  | Yr. Mod.  | N.U.  | Serial Number   | Motor Number  | Body Type               | Use |
|--------------------|---|---|---|---|---|---|-------------------------|-----|
| <b>RAMBLER 6</b>   | <b>6204</b>   | <b>American</b>   | <b>1962</b>   | <b>N</b>  | <b>BA95272</b>  | <b>407A1A AAE</b>   | <b>2-Dr S/W B&amp;P</b> |     |
| Extra Equipment:   | Transmission <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Automatic | Brakes <input checked="" type="checkbox"/> Mech. <input type="checkbox"/> Power | Steering <input checked="" type="checkbox"/> Mech. <input type="checkbox"/> Power | Radio <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Heads <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Air Cond. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Other                   |     |

Car will be kept at No. **1870 Government Street** (Street), **Robertdale** (City), **Baldwin** (County), **Alabama** (State).  
 Purchaser agrees not to remove Car or temporarily remove Car without the written consent of Seller or change his residence without notice to Seller.

Purchaser represents that he has read both sides of this contract, and that it was completely filled in at the time of signing. Purchaser hereby acknowledges receipt of a true and correct copy hereof and the Record of Transaction attached. Purchaser agrees that said Record of Transaction shall not be deemed to be a part of this contract.  
 By **Mr. Britton Kelly** (Signature)  
 Judge of Probate

**DESIGNATION OF INSURED**  
 If the cost of any insurance, other than insurance on the Car, is included in the Total Time Price, Purchaser designates the individual whose signature first appears below as the person to be covered thereby.

**Mr. Britton Kelly** (Signature) (Seal)  
 P. (Signature) (Seal)

**DEALER'S ASSIGNMENT**  
 FOR VALUE RECEIVED, and pursuant to the Terms of Assignment shown on the reverse side hereof, Undersigned hereby sells, assigns and transfers to Commercial Credit Corporation, its successors and assigns, the above contract and all of Undersigned's right, title and interest in and to the Car and Equipment referred to therein, with power to take legal proceedings in the name of Undersigned or itself.  
 It is understood and agreed that Undersigned's liability with respect to the contract or the Car covered thereby is in accordance with one of the five 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 Recourse. Undersigned guarantees to any holder of the above contract the payment, promptly when due, of every installment thereunder, and the payment, upon demand, of the entire amount owing thereon upon any default thereunder by the Purchaser, without requiring any proceeding against the Purchaser. Undersigned waives notice of acceptance hereof, and of any default by Purchaser. The holder may, without notice to or consent of Undersigned, enforce any rights thereunder, grant extensions of time of payment, and compromise or adjust any claims against Purchaser, without affecting the liability of Undersigned. ☐  
 3. Full Repurchase. Undersigned will repurchase the Car upon repossession and will pay therefor the unpaid portion of the Total Time Balance, subject to Dealer Protection Agreement No. 100. ☐

4. Partial Repurchase. Undersigned, upon repossession of the Car, will pay the unpaid portion of the Total Time Balance and receive the Car, or in lieu thereof, will pay holder on demand \$\_\_\_\_\_ and relinquish all rights to the Car, without further obligation. In the event the Car is not repossessed and the Purchaser is in default, Undersigned will pay the holder on demand any amount due on the Total Time Balance up to the dollar sum mentioned above in this paragraph, and will relinquish all rights to the Car, without further obligation. Undersigned hereby waives protection under Dealer Protection Agreement No. 100 on this transaction. ☐  
 5. Limited Repurchase. If Purchaser fails to pay \_\_\_\_\_ installments, Undersigned will repurchase Car upon repossession and will pay therefor the unpaid portion of the Total Time Balance, subject to Dealer Protection Agreement No. 100. ☐  
 Commercial Credit Corporation is hereby authorized to correct patent errors in the contract and all other papers executed, endorsed or assigned in connection therewith.  
 Signed and sealed this **17th** day of **August**, 19**62**.  
**HARDY MOTOR COMPANY, INC.** (Seal)  
 (Owner, Officer or Firm Member) (Seal)

BOOK 416 PAGE 163



## TERMS AND CONDITIONS

Title to Car shall remain in Seller until all amounts owing hereunder are fully paid in cash. This contract may be assigned by Seller or the payment thereof renewed or extended, without passing title to Car to Purchaser. The loss, injury or destruction of Car shall not release Purchaser from payment hereunder. Purchaser agrees to obtain and keep in force fire, theft and collision insurance on Car and other insurance requested by Seller. Such insurance shall be in form, amount and written by insurers satisfactory to Seller. Seller, as a creditor of Purchaser, is authorized to purchase any and all such insurance, at Purchaser's expense, whether or not included herein. If the cost of such insurance is not included in the Total Time Price, Purchaser agrees to pay the same to Seller on demand. Purchaser hereby assigns to Seller the proceeds of all such insurance (including any refund of premiums) to the extent of the unpaid portion of the Total Time Balance, directs any insurer to make payment directly to Seller, appoints Seller as Attorney in Fact to endorse any draft, and authorizes Seller to apply such proceeds to the payment of instalments due or to become due hereunder.

Purchaser agrees: To pay promptly all taxes and assessments upon Car and/or for its use or operation and/or on this contract; to keep Car free from liens; that all equipment, tires, accessories and parts shall become part of Car by accession; and not to sell, transfer or encumber Car or use it for hire or illegally. Time is of the essence hereof. Any notices to Purchaser shall be sufficiently given if mailed to the address of Purchaser shown herein. Purchaser warrants that the automobile traded in, if any, is free from any encumbrance, and breach of this warranty shall be a breach of this contract.

This contract may be assigned by Seller, and when assigned, all rights of Seller shall vest in its assignee and this contract shall be free from any claims or defenses whatsoever which Purchaser may have against Seller. All payments or other monies then owing hereunder shall be paid by Purchaser to the assignee without recoupment, set-off or counterclaim, either in law or in equity, and any payments otherwise made shall be at the risk of Purchaser if not received by the assignee.

If Purchaser defaults on any obligation or breaches any agreement or warranty under this contract, or if Seller should deem itself or Car insecure, the unpaid portion of the Total Time Balance shall, without notice, at the option of Seller, become due forthwith. Purchaser agrees in any such case to pay said amount to Seller, upon demand, or, at the election of Seller, to deliver Car to Seller. Seller may, without notice or demand for performance or legal process, lawfully enter any premises where Car may be found, and take possession of it. Seller may retain all payments made by Purchaser as compensation for the use of Car while in Purchaser's possession. Any personal property in Car at the time of repossession may be held temporarily by Seller for Purchaser, without liability therefor. Seller may sell the Car at private or public sale (at which Seller may be the purchaser), in accordance with the laws of the State where such sale is made. The proceeds of any such sale, less all expenses, shall be credited on the amount payable hereunder; Purchaser shall pay any remaining balance forthwith as liquidated damages for the breach of this contract, and shall receive any surplus. If this contract is referred to an attorney for collection or enforcement, Purchaser agrees to pay an attorney's reasonable fee. With respect to all moneys due or to become due hereunder, Purchaser waives all exemptions as to personality under the Constitution and laws of the State of Alabama.

Any action to enforce payment hereunder or any indulgences or arrangements granted Purchaser shall not be a waiver of or affect any rights of Seller. In any State where Certificates of Title are issued, Purchaser, in application therefor, shall make reference to Seller's rights under this contract and, if permitted by law, Purchaser shall deliver or cause to be delivered any such Certificate to Seller, when received. Seller hereby is authorized to correct patent errors or omissions in this contract. All rights and remedies hereunder are cumulative and not exclusive. Any part of this contract contrary to the law of any State shall not invalidate other parts of this contract in that State.

This contract constitutes the entire agreement between the parties, and no changes herein shall be valid unless in writing, signed by Purchaser and the owner hereof. Car is accepted without any expressed or implied warranties, except as expressly set forth herein.

### Terms of Dealer's Assignment

Dealer warrants that: the contract on the reverse side hereof is genuine and constitutes the entire agreement with the Purchaser; the Purchaser is over 21 years of age and competent; the contract is legally enforceable against the Purchaser named therein; the down payment was made by the Purchaser in cash and not its equivalent, unless otherwise noted in the contract; no part of the down payment was loaned to the Purchaser, directly or indirectly, by Dealer or anyone connected with Dealer; unless noted herein, Dealer has no reason to believe that Purchaser ever violated any laws concerning liquor or narcotics or that Purchaser was ever rejected by any finance company, bank or banker; Dealer has complied with all laws with respect to the sale of the Car; by this assignment, Dealer transfers clear title to the Car, subject only to the contract; the lien represented by the contract appears on the Certificate of Title or Bill of Sale, as required by State law covering the Car as a first lien or encumbrance;

there is now owing the amount set forth therein; and that all the obligations of Dealer contained in the contract have been fully performed. Dealer makes said warranties for the purpose of inducing Commercial Credit Corporation to purchase the contract, and if any of such warranties should be untrue, Dealer shall buy the contract from Commercial Credit Corporation, upon demand, and will pay therefor, the amount unpaid to Commercial Credit Corporation thereon, plus any and all costs and expenses paid or incurred by Commercial Credit Corporation in respect thereto. Said remedy shall be cumulative and not exclusive and shall not affect any other right or remedy that Commercial Credit Corporation might have at law or in equity. Dealer agrees that Commercial Credit Corporation, by purchasing the contract, shall not be deemed to have assumed any of the obligations of Dealer thereunder which are executory.

D - 50  
M - 405  
R - 1.25  
580

Commercial Credit Corp.  
Box 1136  
Mobile

## RENEWAL AND/OR EXTENSION AGREEMENT

Undersigned (meaning all of Purchasers, jointly and severally), subject to acceptance hereof by Commercial Credit Corporation, hereby agree as follows:

WHEREAS, on August 17, 1962, Undersigned purchased from Hardy Motor Company Mobile, Alabama dealer, certain merchandise described below:

1962 Rambler 6 American Two Door S/ Wagon Ser # B495272 Motor # 407A11AAB

in a conditional sale contract, chattel mortgage or other retail instalment contract, hereinafter called "Retail Instalment Contract" of that date, and,

WHEREAS, thereafter said dealer sold, assigned and transferred said Retail Instalment Contract and dealer's right, title and interest in and to the merchandise therein described, to Commercial Credit Corporation, which is now the owner thereof, and,

WHEREAS, Undersigned desire to renew, defer, extend and/or rearrange the unpaid Time Balance of said contract,

NOW, THEREFORE, Undersigned agree to the following:

| REFINANCE  |                   |
|--|-------------------|
| Unpaid Time Balance of contract.....   | \$ <u>1496.80</u> |
| Less Refund of Insurance Premiums and Other Benefits Costs (if any).....     | \$ <u>307.75</u>  |
| Unpaid Time Balance, less deductions.....                                    | \$ <u>1399.05</u> |
| Plus, Insurance Premiums and Other Benefits Costs (if any) for new term..... | \$ <u>92.40</u>   |
| Plus, Finance Charge for new term.....                                       | \$ <u>20.47</u>   |
| New Time Balance.....  | \$ <u>1501.92</u> |

| EXTENSION  |          |
|--|----------|
| Unpaid Time Balance of contract.....   | \$ ..... |
| *Finance Charge.....   | \$ ..... |
| *Insurance Premiums and Other Benefits Costs (if any) for new (extended) term..... | \$ ..... |
| *(Collect when account extended)   |          |

## INSURANCE AND OTHER BENEFITS

If an amount is shown in the above schedule as Insurance Premiums and Other Benefits Costs for the new term, it is understood and agreed that the Insurance and Other Benefits with respect to said new term are as follows:

(Check Proper Coverage)

|  |                          |
|--|--------------------------|
| Fire and Broad Form Theft.....   | <input type="checkbox"/> |
| Comprehensive.....   | <input type="checkbox"/> |
| Combined Additional Coverage.....  | <input type="checkbox"/> |
| \$..... Deductible Collision.....  | <input type="checkbox"/> |
| Towing and Labor Costs: Max. \$..... for each.....   | <input type="checkbox"/> |
| Extent of Coverage: Actual Cash Value Payable to Purchaser and Holder of Contract as interests may appear. |                          |
| Expire.....  |                          |
| Personal Accident and Hospitalization.....   | <input type="checkbox"/> |
| Bail Bond Certificate.....   | <input type="checkbox"/> |
| Emergency Credit Certificate.....  | <input type="checkbox"/> |
| Expires: Due date of final instalment of new term  |                          |
| Credit Life Insurance.....   | <input type="checkbox"/> |
| Expires: Due date of final instalment of new term, or payment in full, whichever first occurs.             |                          |
| Ordinary Life Insurance.....   | <input type="checkbox"/> |
| Expires: Due date of final instalment of new term  |                          |

**This insurance does not provide bodily injury or property damage coverage.**

It is understood and agreed that the Insurance and Other Benefits shown in the original Retail Instalment Contract have not been extended or changed.

Purchaser to sign only if insurance is not to be furnished for new term.

(Purchaser Sign Here) (Seal)

(Purchaser Sign Here) (Seal)

Undersigned agree to pay \$ 1501.92 to the order of Commercial Credit Corporation at its office at Mobile, Ala. in monthly instalments of \$ 24 @ 62.58 each, the first instalment payable on April 27, 1964 1964 and each successive instalment payable on the same date of each and every month thereafter until all amounts owing have been paid in full.

Undersigned further agree that the terms and conditions of the abovementioned Retail Instalment Contract, except as modified by this agreement, shall remain in full force and effect. Undersigned acknowledge receipt of a copy of this agreement at the time of its execution.

In Witness Whereof, Undersigned have set their hands this 12th day of March 1964

Accepted March 12, 1964  
COMMERCIAL CREDIT CORPORATION

By J. D. [Signature] (Seal)  
(Its Agent)

Accepted..... (Seal)  
(Dealer)

(Officer, Owner, Firm Member) (Seal)

x B. [Signature] (Seal)  
(Purchaser Sign Here)

(Purchaser Sign Here) (Seal)

323

COMMERCIAL CREDIT CORPORATION,

Plaintiff,

VS.

BRITTON KELLY,

Defendant.

No. 6492

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

FILED

APR 27 1965

WIDE DUCK, CLERK  
REGISTER

JAMES R. OWEN  
ATTORNEY AT LAW  
BAY MINETTE, ALABAMA

Received 27 day of April 1965  
and on 6 day of May 1965  
I served a copy of the within 3cc  
on Britton Kelly

By service on \_\_\_\_\_  
TAYLOR WILKINS, Sheriff  
By Charles G. Alder D. S.

R. Alder

Sheriff claims 50 miles at  
Ten Cents per mile Total \$ 5.00  
TAYLOR WILKINS, Sheriff  
BY Charles G. Alder  
DEPUTY SHERIFF