

The State of Alabama, }
Baldwin County

CIRCUIT COURT
No. 6263
_____ 19__

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon J. B. SHIVER
ROUTE 1,
DAPHNE, ALABAMA

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 PHELAN FINANCE
CORPORATION OF EAST POINT, a Georgia Corporation,

Witness my hand this 18th day of November 1965
Alice J. Duck, Clerk

COMPLAINT

PHELAN FINANCE CORPORATION OF
EAST POINT, a Georgia
Corporation,
Plaintiff
J. B. SHIVER
Defendant

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

One (1) 1964 Rambler, American, 2-Dr., Serial #B696941, green,
with radio and heater.

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

from November 16 1965, to _____ 19__

FILED
NOV 18 1965
ALICE J. DUCK, CLERK
REGISTER

J. Connor Owens Jr. Plaintiff's Attorney.
by Walter S. Patton

438-4083

No. 6265 Page _____

State of Alabama

Baldwin County

CIRCUIT COURT

PHELAN FINANCE CORPORATION OF
~~HAST POINT~~, a Georgia
 Corporation,

Plaintiff

VS.

J. B. SHIVER

Defendant

Detinue Summons and Complaint

Filed November 18, 1965, 19__

Clerk

FILED

NOV 18 1965

ALICE I. DUCK, CLERK
REGISTER

J. CONNOR OWENS, JR.

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.

Alice I. Duck Clerk

We the jury find
 for the Plaintiff
 for the property sued
 for in the Complaint
 and for its alternative
 value at \$825.00
 the amount of \$825.00

George W. Engel

Defendant lives at
 ROUTE 1, DAPHNE, ALABAMA
 (Spanish Fort)

RECEIVED

Received in office

NOV 18 1965

TAYLOR WILKINS

SHERIFF

, Sheriff

I have executed this summons

this 11-26, 1965

by leaving a copy with

J. B. Shiver
 attached 1-1964

Lambert American
 2 Mr. Loral

569641, Deery
 with Radio & heater.

Wgt. made bond
 11/26/65 by: J. B. Shiver

Carrie Mae Shiver, Property
 released to Wgt.

Taylor Wilkins, Sheriff
Roy Randell, Deputy Sheriff

Printed by Moore Printing Co.

Spanish Fort

Sheriff claims 44 miles at
 Ten Cents per mile Total \$ 4.40
 TAYLOR WILKINS, Sheriff
Roy Randell
 DEPUTY SHERIFF

389

STATE OF ALABAMA

BALDWIN

COUNTY

IN THE CIRCUIT COURT OF

BALDWIN

COUNTY

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

personally appeared JOHN H. HADAWAY, JR. who being by me

duly sworn deposes and says that the property sued for in the complaint of Phelan Finance

Corporation of East Point vs. J. B. Shivers filed in said Court, to-wit:

One (1) 1964 Rambler, American, 2-Dr., Serial #B696941,

Green, with radio and heater.

belongs to Phelan Finance Corporation of East Point, the plaintiff.

Sworn to and subscribed before me this 17th

day of November, 19 65

Notary Public

FILED

NOV 18 1965

ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA

BALDWIN

COUNTY

IN THE CIRCUIT COURT OF

BALDWIN

COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Phelan Finance Corporation of East Point, a Georgia Corporation, Principal, and

FIDELITY & DEPOSIT COMPANY OF MARYLAND, Sureties, are held and

firmly bound unto J. B. Shivers, his heirs, executors and admin-

istrators in the sum of Fifty and no/100----- Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the 17 day of November, 19 65

The condition of the above obligation is such that whereas, the above bound Phelan Finance Corporation of East Point

has on the day of November, 19 65 sued out a writ of detinue in the Circuit Court of Baldwin

County, returnable to the said Circuit Court against the said J. B. Shivers

for the recovery of the following described property, to-wit:

One (1) 1964 Rambler, American, 2-Dr., Serial #B696941, green, with radio and heater.

Now, if the said Phelan Finance Corporation of East Point shall fail in said suit and shall pay to the said J. B. Shivers, the defendant in said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void, otherwise, to remain in full force and effect.

Taken and approved this day of November, 1965.

PHELAN FINANCE CORPORATION OF EAST POINT

FIDELITY & DEPOSIT COMPANY OF MARYLAND

BY: WALTER M. LINDSEY, ATTY IN FACT

Clerk Circuit Court

PHELAN FINANCE CORPORATION OF
EAST POINT, a Georgia Corporation

Plaintiff

vs

J. B. SHIVER

Defendant

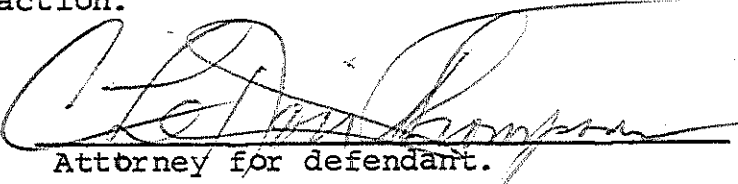
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 6765

Comes the defendant in the above styled cause and pro-
pounds the following interrogatories to the plaintiff, Phelan
Finance Corporation of East Point, a Georgia corporation:

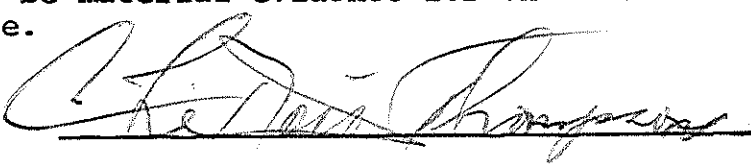
1. Are you the plaintiff in this cause.
2. If your answer is "yes", then attach a certified
copy of the alleged written contract, the basis of this
suit.
3. Do you have any additional papers covering the
automobile, subject of this suit in your possession?
4. If your answer is "yes", attach a certified photo-
copy of the said title papers.
5. If your answer is "no", state the basis by which you
identified the title of the individual financing the automobile
with you and furnish a certified copy of the document used
as the basis of this transaction.



Attorney for defendant.

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned Notary Public, in and for said
State and County, personally appeared C. LeNoir Thompson, who
being by me first duly sworn, deposes on oath and says as
follows:

My name is C. LeNoir Thompson and I am one of the Attorneys
of Record for the defendant in the above entitled cause, and as
such, I am authorized to make this affidavit. I further state
that the answer of the plaintiff to the foregoing interrogatories
will, if truthfully made, be material evidence for the defendant
on the trial of said cause.


Subscribed and sworn to before me by the said C. LeNoir
Thompson on this the 1st day of December, 1965.


Notary Public, Baldwin County, Alabama

*Accepted & sworn to 12/1/65
J. Cannon*

FILED
DEC 1 1965
CLERK
REGISTER

AMENDED ANSWER

PHELAN FINANCE CORPORATION OF
EAST POINT, a Georgia corporation

Plaintiff

vs

J. B. SHIVER

Defendant

IN THE CIRCUIT COURT OF

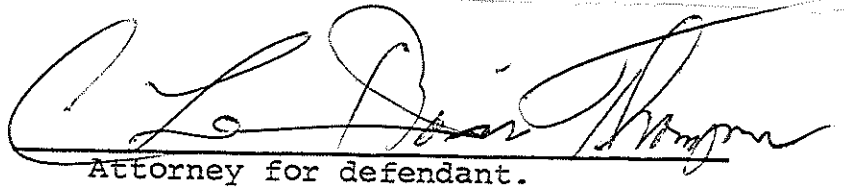
BALDWIN COUNTY, ALABAMA

AT LAW NO. 6765

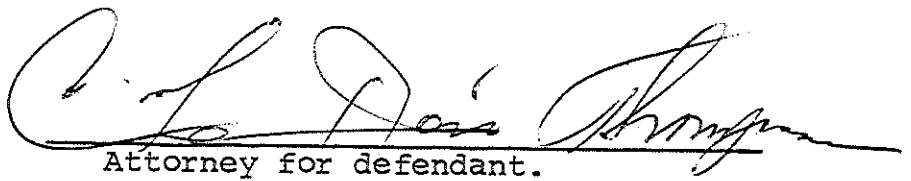
)

Comes the defendant in the above styled cause and moves
to amend the answer filed in said cause to read as follows:

1. Non-detinet.
2. That said defendant is a bona fide purchaser without
notice for value of said automobile.


Attorney for defendant.

I hereby certify I have this 9th day of March, 1966, delivered
by mailing postage prepaid a copy of the foregoing amended answer
to Honorable J. Connor Owens, attorney for the plaintiff in said
cause.


Attorney for defendant.

FILED
MAR 9 1966
ALICE L. DICK, CLERK
REGISTER

PHELAN FINANCE CORPORATION OF
EAST POINT, a Georgia Corporation

Plaintiff

vs

J. B. SHIVER

Defendant

X

X

X

X

X

IN THE CIRCUIT COURT OF

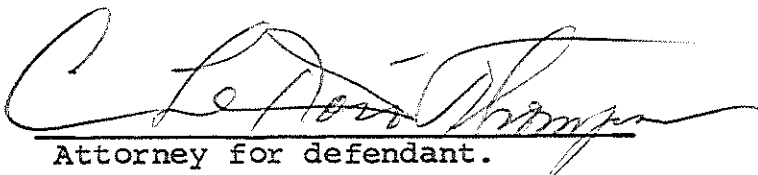
BALDWIN COUNTY, ALABAMA

AT LAW

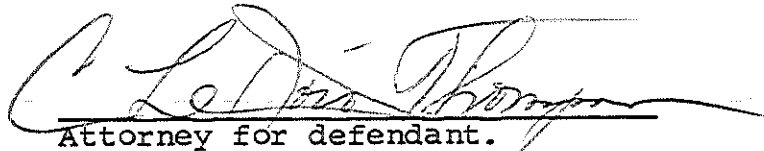
NO. 6765

Comes the defendant in the above styled cause and for
answer to the complaint filed in said cause shows as follows:

1. Non-detinet.


Attorney for defendant.

Defendant respectfully demands trial by jury.


Attorney for defendant.

FILED
DEC 7 1935
ALICE I. DUCK, CLERK
REGISTER

The State of Alabama, {
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

J. B. Shiver

and _____

are held and firmly bound unto Phelan Finance Corp. of East Point, a Ga. Corp.

in the sum of Twenty-four Hundred- - - - - - Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this _____ day of _____ 19____

The condition of the above obligation is such that whereas the said _____

Phelan Finance Corp.

did, on the 18 day

of November 1965 sue out of the Circuit Court of Baldwin a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the following property, to-wit: _____

One 1964 Rambler, American, 2 Dr., Serial #B696941,
Green, with radio and heater

which said writ was placed in the hands of Taylor Wilkins, Sheriff of Baldwin County, Alabama, on the 18 26 day of November, 19 65, and executed by him on the 26 day of November, 19 65, by taking into his possession the following property, to-wit:

same as above

And whereas the above bound J. B. Shiver

Defendant in said suit, has, within five days from the execution of said writ, entered into and executed this bond as required by law and thereby obtained possession of said property seized under this writ.

Now if the said Phelan Finance Copr. of East Point is cast in said suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff and pay all costs and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to remain in full force and effect.

J. B. Shiver (SEAL)

Corrie Mae Shiver (SEAL)

 (SEAL)

Taken and approved this 18 26 day of Nov 19 65

Taylor Wilkins
 Sheriff, Baldwin County, Ala.

PHELAN FINANCE CORPORATION OF
EAST POINT, a Georgia Corporation

Plaintiff

vs

J. B. SHIVER

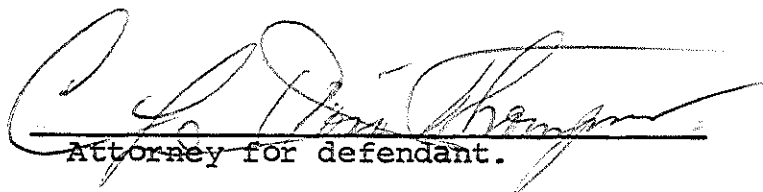
Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 6765

Comes the defendant in the above styled cause and moves
this Honorable Court that the plaintiff being a foreign corpora-
tion, said plaintiff be required to deposit in money court
costs in said cause.


Attorney for defendant.

FILED

DEC 1 1905

ALICE L. DUCK, CLERK
REGISTER

6765'

Phelan Finance Corp

J.B. Shriver

JURY LIST - MARCH 14, 1966

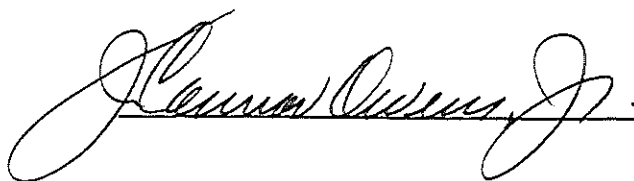
- ~~1. Pierce, Herman, Farmer, Summerdale~~
- ~~2. Mikkelsen, Robert, Savings & Loan, Robertsedale~~
- ~~3. Jones, Dolphus S., Farmer, Lottie~~
- ~~4. Keldorfer, William E., County Emp., Elberta~~
5. Marco, Fred, Farmer, Belforest
- ~~6. McKenzie, Floyd W., Farmer, Fairhope~~
- ~~7. Middleton, Frank, Truck, Loxley~~
- ~~8. Heidelberg, Joe, Jr., Farmer, Robertsedale~~
- ~~9. Middleton, Laverne, Businessman, Loxley~~
- ~~10. Avera, Leon W., Farmer, Foley~~
11. Averitt, Chester C., Appliance Repair, Foley
12. Baker, Louis, Peoples Fertilizer, Foley
- ~~13. Barner, W.M., Farmer, Foley~~
14. Bendix, Mike, Mechanic, Fairhope
- ~~15. Bergman, Albert, Farmer, Foley~~
16. Blackwell, Earl, Merchant, Foley
17. Boesch, Arthur, Farmer, Bay Minette
18. Boykie, William E., Laborer, Robertsedale
19. Bryant, George E., Farmer, Stockton
- ~~20. Chafin, J. Horace, Truck Driver, Perdido~~
21. Childress, Calvin, Farmer, Summerdale
- ~~22. Clay, Ray, Farmer, Fairhope~~
- ~~23. Langston, Hedge, Chemist, Bay Minette~~
- ~~24. Harrison, Bibb, Farmer, Fairhope~~
- ~~25. Drew, Norman Lee, Mechanic, Bay Minette~~
26. Engel, Edward W., Farmer, Summerdale
27. Schultz, Carl, R.R. Emp., Foley
- ~~28. Styron, Theo, Farmer, Foley~~
- ~~29. Thomas, Jennings, Farmer, Foley~~
- ~~30. Weeks, Elliot, Mechanic, Mag. Spgs~~
- ~~31. Weeks, Ellis, Laborer, Mag. Spgs~~
- ~~32. Higgins, James, Civil Service, Stapleton~~
- ~~33. Jones, Jerry, Farmer, Silverhill~~
34. James, Lonnie, Salesman, Bay Minette
- ~~35. Jones, Harold Ray, Merchant, Bay Minette~~
- ~~36. DeLoach, Percy, Farmer, Bay Minette~~
- ~~37. Crook, Prince, Warehouseman, Bay Minette~~
- ~~38. Conway, William, Brookley Field, Bay Minette~~
- ~~39. Langham, Lloyd, Merchant, Bay Minette~~
- ~~40. Lynd, Joe E., Plumber, Bay Minette~~
- ~~41. Miller, Ernest, Ala. Power Co., Bay Minette~~
- ~~42. Winterlighter, Daniel C., Clerk, Bay Minette~~
- ~~43. Knight, Robert W., Clerk, Bay Minette~~
- ~~44. Kinsay, Elmer D., Jr., Farmer, Foley~~
45. Engel, George, Farmer, Summerdale

45
2
43
12
31
12
19

P XXXXX XXXX H

D XXXXX XXXXX

I, the undersigned, J. Connor Owens, Jr., Attorney of Record for the Plaintiff in the above styled matter, do hereby certify that I have this day mailed a copy of the foregoing to C. LeNoir Thompson, Attorney for the Defendant, properly addressed with postage prepaid, on this the 24th day of January, 1966.

A handwritten signature in cursive script, reading "J. Connor Owens, Jr.", is written over a horizontal line.

FILED

JAN 24 1966

CLERK
REGISTER

No. 5770 Date 8/14/67 19 67
 For value received, I, we, or either of us promise to pay to the order of:
 AMOUNT OF LOAN \$ 1680.00
 PHILAN FINANCE CORP. OF EAST POINT
 sum of ONE THOUSAND SIX HUNDRED EIGHTY Dollars
 This note is due and payable in 24 installments of \$ 70.00 and --- installments of
 commencing on 9/25 19 67 and due 25th thereafter
 all said installments are paid with final payment due on 8/21 19 67

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the above named Lender, at its address shown above, the amount of this note in installments of the amounts and upon dates shown above, and also a late or delinquent charge of 5% for each \$1.00 of any installment which is not paid within 5 days from its due date (but this late or delinquent charge shall not be collected more than once for the same default), together with 15% attorney's fees if collected by law or through an attorney at law. Failure to pay any installment promptly when due, time being of the essence of this contract, or a default under any provision of the Bill of Sale to Secure Debt of even date, or Lender's feeling insecure, the commencement by or against debtor of any proceeding under any bankruptcy or insolvency law, or, at the option of the holder hereof, with or without notice, render all remaining installments at once due and collectible.

Each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby severally irrevocably and renounces, each for himself and family, any and all homestead or exemption rights either of us may have under or by virtue of the Constitution or Laws of Georgia, any other State, or the United States, against this debt or any renewal thereof; and the undersigned, and each Surety, Endorser, Guarantor or other party to this note, transfers, conveys and assigns to the Holder hereof, a sufficient amount of any homestead or exemption that may be allowed to the undersigned, or either of them, including such homestead exemption as may be set apart in bankruptcy, to pay this note in full, with all costs of collection; and each further waives demand, protest and notice of demand, protest and non-payment. Each of us further agrees that this note or any installment may be renewed or extended and any security may be released or substituted without notice to us and without affecting our liability.

The undersigned agree that, should the Holder accept a partial payment of principal or interest, the remaining portion of the payment or payments due is not waived, and may be collected at any future time. The Holder shall have the right to accept smaller payment at its option. Failure of the Holder to exercise any of its rights hereunder shall not constitute a waiver hereof.

If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed in her behalf, and for her sole and separate use and benefit and that she has not executed the same for another, but that she is the Borrower hereunder. The undersigned jointly and severally warrant that each of them is at least twenty-one years of age, and laboring under no disability present and that none of them contemplates making from his present address.

Each of the undersigned hereby waives the right to claim any damage for trespass, injury or any tort occasioned by or resulting from the exercise by the Holder of the rights given hereunder or any attempt to exercise any other right the Holder is herein granted, or any other right that the Holder has or may have.

The Holder may with or without proceeding against such collateral, file suit or take any action it deems appropriate against any or all of the undersigned, either jointly or severally.

Wherever used herein the Lender or Holder includes the Lender's successors and assigns.

BILL OF SALE TO SECURE DEBT

FOR VALUE RECEIVED, the undersigned hereby sells, and conveys and assigns to the above named Lender the property described below, together with all accessories and equipment attached thereto or used in connection therewith. The undersigned represents and warrants that undersigned has title to said property and the right to give this bill of sale to secure debt and that there are no liens or encumbrances thereon, and that no financing statement covering any of the below described property or proceeds thereof is on file in any public office. This bill of sale to secure debt is intended to convey as complete title as may be conveyed under the Laws of Georgia, and shall secure an indebtedness of the undersigned to said Lender, said debt being the loan described above, and the amount thereof shall be the amount named in "amount of this note". The undersigned shall be bound by the terms of this bill of sale to secure debt, and shall be bound by all other obligations as evidenced by a promissory note executed by the undersigned (with or without other makers) to the Lender and dated this date and payable in installments as above set forth, together with all renewals or extensions thereof, in whole or in part, and shall likewise secure any and all other indebtedness which the undersigned or either of them may now or hereafter owe the Lender either directly, indirectly, primarily or secondarily.

Lender shall be subrogated to all encumbrances and claims paid off against said property with monies advanced by Lender. Undersigned shall keep said property fully insured against all substantial risks or losses, with insurance reasonably related to the type and value of the property insured and the amount and term of loan with loss payable to Lender, and shall pay all premiums and shall pay all taxes and other charges against said property promptly when the same become due. The loss or destruction of said property from any cause, with or without fault of undersigned, shall not affect in any way the liability of undersigned to repay any and all indebtedness hereby secured. Undersigned shall not use said property illegally and shall not remove same from this State nor sell, encumber or dispose of said property without the prior written permission of the Lender. Transfer of the property, or interest therein, shall constitute a default herein; and the property or property interest transferred shall remain subject to Lender's rights; and proceeds of the property or property interest shall also be subject to Lender's security interest. Undersigned shall keep said property in good and serviceable condition and repair, but shall not permit any lien to attach therefor, and shall not allow the same to be misused or abused.

Should undersigned fail to pay any indebtedness hereby secured or the interest thereon when the same becomes due or default in any of the undersigned's other obligations or covenants hereunder (time being of the essence hereof), the entire indebtedness hereby secured shall, at the option of Lender, become immediately due and payable, and Lender, or any officer, agent or attorney thereof, may enter upon the premises of undersigned and take possession of said property and may sell the same either at public or private sale, with or without advertisement, on such terms as Lender may deem best and Lender may bid and purchase at such sale, all without any notice or demand whatever to undersigned.

The proceeds of any such sale shall be applied first to the expenses of retaking, holding, preparation for sale, selling and the like, then to all obligations and indebtedness secured hereby, and the balance, if any, shall be returned to the undersigned; it being understood, however, that in the event written notification of demand for the satisfaction of a claimed indebtedness claimed to be secured by a security interest in the property described below is given (to Lender prior to distribution of the proceeds) by one claiming to be such creditor, such balance, if any, of the proceeds may be (but is not hereby required to be) paid by Lender to such creditor to the extent of the claimed indebtedness. In making such payment, Lender is hereby released from the duties of investigating the validity or existence of such indebtedness and from any liability for making such payment notwithstanding that such payment may be mistakenly made by Lender. The taking possession of said property shall not affect the liability of undersigned in any way, and after a sale thereof undersigned shall remain liable for any deficiency remaining after the application of the net proceeds of any such sale. Neither the Lender nor any officer, agent or attorney thereof shall be liable in any way to undersigned for entering any premises or taking possession of said property.

The rights and remedies herein granted to Lender are cumulative of those granted by law. The below described property is in the possession of the undersigned and located at the address which appears above, and the undersigned agrees that such property has a value of \$

THE SAID PROPERTY, HEREBY CONVEYED, IS AS FOLLOWS:

1964 Rambler, American, 2 Dr., Serial # B696941, Lic. # 1-D-23555, green, radio, heater,

beige chair, 1 beige studio couch, 1 File top table, 1 card antique novelty table, 1 T.V. Motorola 21" Portable, 4 chrome and yellow chairs, 1 chrome and yellow dining table, 4 pc. mah bed room suite, 2 iron bunk beds, 1 mah 4 pc. bed room suite, 4 beds, springs, mattress, brown chiffonier, 1 white kitchen cabinet, 1 pedal sewing machine, 1 1966 auto. washing machine, G.E. refrigerator.

STATE OF ALABAMA
 BALDWIN COUNTY
 I certify that this instrument was
 and the following tax collected on

NOV 17 1967
 490
 848477
 Mort. 2.55
 Recorded in
 Judge of Probate

THIS BILL OF SALE TO SECURE DEBT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

Undersigned have received a written itemized statement, in English, showing the date and amount of the loan, a schedule of the payments, the type of security therefor, the Lender's name and address, the actual cash advanced to or on behalf of the borrower, the amount of each class of insurance carried and the premiums paid thereon and the amount of interest and fees.

GIVEN UNDER THE HAND AND SEAL OF EACH PARTY

Secured Party PHILAN FINANCE CORP. OF EAST POINT
 3608 Thompson Ave., East Point, Ga.

X Geneva Whitman Bagley (SEAL)

By: J. C. ...
 Signature of Secured Party(ies)

X Olin Bagley (SEAL)

Signature of Debtor(s)

AMOUNT OF NOTE	\$ 1680.00
Int. 8% Per Annum	\$231.72
8% Fee	\$48.00
\$1.00 Fee	\$
4% Fee	\$13.20
Life Ins. Amt.	\$1680.00 Prem. \$7.20
A. & H. Mo. Benefit	\$ 70.00 Prem. \$300.80
P. W. Prem.	\$
Mortgage Ins. Amt.	\$ Prem. \$
Fire Floater Ins. Amt.	\$ 0.81 Prem. \$30.36
Fire & Theft Amt.	- Auto Prem. \$
Collision Amt.	- Auto Prem. \$
Recording Fee	\$3.50
Unpaid Bal. Former Note	\$
Int. Refund	\$
Service Fee Ref.	\$
Life Ins. Ref.	\$
A. & H. Ins. Ref.	\$
Fire Floater Ins. Ref.	\$
Auto Ins. Ref.	\$
Other	\$
Total Refunds	\$
Amount To Be Renewed	\$
Late Charges	\$
Disbursements To Others -	\$
Lease/Evans Tr	\$1140.25
2. cust. ck	\$22 5.97
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$

TOTAL DISBURSED	\$1146.22
ACTUAL CASH RECEIVED	\$ 0

FINANCING STATEMENT

Debtor's Name (Last name first) a/c/5770

Bagley, Olin & Geneva

Address 1103 Fleetwood Dr., S.E.

City of Atlanta, County of DeKalb GA.

BILL OF SALE TO SECURE DEBT - CONTINUED

In addition to all other obligations herein, the undersigned shall pay all actual lawful fees paid to a public official or agency of this State for filing, recording or releasing this instrument or financing statement. (If insurance is obtained by the Lender against the risk of non-recording, then in lieu of the fees paid for filing and recording this instrument or financing statement, the undersigned shall pay the premium actually paid for such insurance); and the undersigned shall also pay the actual and reasonable expenses of repossessing, storing and selling any collateral conveyed as security for this contract, if in default. The undersigned will immediately notify the Lender in writing of any change in address from that shown herein and shall also upon demand furnish to Lender such further information and will execute and deliver to Lender such financing statements and other documents in form satisfactory to Lender and will do all such acts and things as Lender may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the property and proceeds as security for the obligations, subject to no adverse liens or encumbrances.

Undersigned hereby releases and forever discharges Lender from all liability for loss caused by failure of Lender to furnish statements of account or of collateral within the time provided by Uniform Commercial Code ("Code") Section 109A-9-208. Undersigned agrees to indemnify and save harmless Lender from any loss, damage, or liability it may suffer by reason of undersigned's furnishing third parties with incorrect statements of account or of collateral, whether or not done in good faith. Undersigned further releases Lender from all liability for failure to send undersigned a termination statement within the time provided in Code Section 109A-9-404. Undersigned agrees that any objection which he is entitled to make under Code Section 109A-9-503(2) shall be binding upon Lender only if in writing, signed by the undersigned, and delivered at Lender's place of business and to Lender's authorized agent. A written statement of any claim under Code Section 109A-9-503 and 507 signed by undersigned shall be delivered to Lender's authorized agent at Lender's place of business within forty-eight hours of the alleged violation and failure to do so shall be a bar to and waiver of any claim thereunder or for such alleged violation. Undersigned agrees to furnish Lender, upon request, with a complete and accurate list of the names and addresses of all persons and companies entitled to receive notice with respect to the obligations secured hereby or with respect to any of the property described below within forty-eight hours of such request and upon failure so to do Lender shall be entitled to assume that there are none; and, if an incorrect list or no list be furnished, Lender shall recover from undersigned any loss or damage Lender may suffer in reliance on the incorrect list or on the absence of a list.

It is agreed that if a motor vehicle is included in the property below described: (A) Such motor vehicle is of the type of property customarily sold on a recognized market and is of the type which threatens to decline rapidly in value. (B) If Lender takes possession after default, Lender may simultaneously take possession of any other property in the motor vehicle and hold same temporarily for undersigned without liability for so doing; and undersigned agrees to deliver a signed written notice, to Lender's authorized agent at Lender's place of business within forty-eight hours after Lender's taking possession of the motor vehicle, of any claim of undersigned that any articles of personal property not below described were in the motor vehicle at the time of Lender's taking possession; and undersigned agrees that failure to do so shall be a waiver of and bar to any subsequent claim therefor or on account thereof. (C) The private sale of a repossessed motor vehicle to a motor vehicle dealer making the higher of two separate oral or written bids therefor, shall be deemed a disposition in a commercially reasonable manner; provided, however, that Lender may, following the taking of the motor vehicle after default, dispose of the same in any other commercially reasonable manner.

Except as otherwise specifically provided herein, no notice or demand by undersigned shall be effective or binding on Lender or deemed to be given until received by Lender at Lender's place of business through registered or certified mail "return receipt requested". Whenever notice is permitted or required to be given by Lender, such notice shall be deemed to have been given when deposited in the United States Mail in an envelope, postage prepaid, and addressed to the undersigned at the address shown on the attached loan statement or other address properly designated in writing to Lender by the undersigned.

The undersigned hereby expressly waives all provisions of the Act of the General Assembly of Georgia approved February 27, 1962 (Ga. L. 1962 p. 156), as amended, (known as the Uniform Commercial Code), enacted for the benefit of debtors, to the full extent that such provisions may be waived.

The unenforceability or invalidity of any portion of this bill of sale to secure debt shall not render unenforceable or invalid the remaining portions hereof.

The term "Lender" shall include its successors and assigns. The term "undersigned" shall include undersigned's heirs, executors, administrators and assigns (but the inclusion of "assigns" shall not be construed to authorize the undersigned's assignment or conveyance of the property, property interest, or interests hereunder or relieve undersigned from any liability hereunder). The use of the masculine gender shall include the feminine, and vice-versa; and the use of the singular shall include the plural, and vice-versa. If there is more than one undersigned, their liability hereunder shall be joint and several.

Handwritten signature and date:
M. J. [illegible]
5/25/74

NICOTOR VENTURA

THE GEORGIA DEPARTMENT OF REVENUE, MOTOR VEHICLE UNIT, HEREBY CERTIFIES THAT ON APPLICATION DULY MADE, THE PERSON NAMED HEREIN IS REGISTERED BY THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE DESCRIBED SUBJECT TO THE LIENS OR SECURITY INTERESTS HEREIN SET FORTH AND SUCH LIENS OR SECURITY INTERESTS AS MAY SUBSEQUENTLY BE FILED WITH THE COMMISSIONER. THIS CERTIFICATE OF TITLE IS ISSUED PURSUANT TO THE "MOTOR VEHICLE CERTIFICATE OF TITLE ACTS" AND IS SUBJECT TO THE PROVISIONS THEREOF.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS

DIRECTOR, MOTOR VEHICLE UNIT
DEPARTMENT OF REVENUE
100 STATE OFFICE BUILDING
ATLANTA, GEORGIA 30334

STATE OF GEORGIA
DEPARTMENT OF REVENUE

STATE REVENUE COMMISSIONER

ADDRESS ALL CORRESPONDENCE TO ABOVE

EVANS MOTOR COMPANY

QUALITY USED CARS

2641 Jonesboro Road

Phone 366-9494

FOREST PARK, GEORGIA

Sold to OLIN AND GENEVA BUCKLEY Date 8-24-65
Address 1109 FLEETWOOD DRIVE City ATLANTA State GA

MAKE	YEAR MODEL	BODY STYLE	SERIAL NO.	STOCK NO.
<u>PONTIAC</u>	<u>1964 American</u>	<u>2 DR</u>	<u>B676941</u>	<u>1140.25</u>

WARRANTY AGREEMENT

X

PURCHASE PRICE (AS IS) \$ 1595.00
SALES TAX \$ 33.75
EXTRA EQUIPMENT TAG TRANSFER \$ 1.50
TOTAL \$ 1630.25
TRADE-IN \$ 471.00
LESS OWING \$ _____
NET \$ _____
CHECK — CASH \$ 20.00
TOTAL DOWN PAYMENT \$ _____
BALANCE FINANCED \$ 1140.25
FINANCE AND INS. CHARGES \$ _____
TOTAL NOTE \$ _____
PAYABLE _____ NOTES @ _____
FINANCE CO. _____
ADDRESS _____

REMARKS: _____

All Cars Sold As Is — No Guarantee

I hereby acknowledge and accept the terms of this agreement as set forth, and understand that the only conditions binding to the company are herein stated. I further certify that the car I am trading in is free and clear of all liens and encumbrances except as otherwise stated herein. It is understood and made a part of this agreement, that purchaser has attained the age of twenty-one (21) years.

If check is given in full or part payment for this automobile, title shall remain with seller until check is cleared by the bank on which it is drawn.

Mileage not guaranteed. Year of foreign cars not guaranteed.

This contract not valid unless signed by an officer of the company.

No Other Warranty
will be accepted by
EVANS MOTOR COMPANY

DESCRIPTION OF TRADE IN:
MOTOR NO. 4D1031161
LICENSE NO. 1A-18511
YEAR MODEL 1957
MAKE Buick
TITLE NO. _____
STOCK NO. _____

AGREED AND ACCEPTED BY
BUYER [Signature]
APPROVED BY [Signature]
EVANS MOTOR COMPANY