

CONDITIONAL SALE CONTRACT (Original)

To J.E. Ballard
(Corporate, Firm or Trade Name of Dealer)
Address RFD.
Town and State Daphne, Ala.

Name of Purchaser Alex Sullivan
(Print)
Street 257 Fig St.
City Fairhope State Ala.

Model No.	Year Model	Serial No.	Description of Article	New or Used	Manufacturer	Cash Price
21CF61	54		21" Console Mog. T.V.	used	Olympic Radio & T.V.	159.95
			1- 2pc Living Room Suite	"	C.A.O.	59.95

(1) TOTAL CASH PRICE (Including Tax) 206.00 \$ 226.50 (1)
(2) Cash \$ 26.50
Trade \$ 26.50 (2)
(3) DEFERRED BALANCE \$ 200.00 (3)
(4) Finance Charges, Recording, Insurance 12.75 2.75 \$ 14.68 (4)
(5) TIME BALANCE \$ 214.68 (5)
payable in 12 installments of \$ 17.89 each, except the final installment which shall be \$ 17.89; the first installment shall be due on October 5th, 19 56, after date hereof, and one of such remaining installments shall be due on the 5th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.
If payments are not made within fifteen days after due date, buyer agrees to pay late charges of 5c per dollar, or fraction thereof, in addition to the installments shown above. Buyer further agrees to pay in addition to the above all collection cost incurred by his failure to pay any installments promptly.

After thorough examination, I hereby buy and accept delivery of the foregoing chattels, to be kept and/or installed at 257 Fig St.
Fairhope Baldwin Ala. (City or Town) (County) (State) and I will pay you therefor the total time price provided herein.
Title to said chattels shall remain in you until I have paid in cash all amounts owing hereunder. Any extension or assignments of this contract or extensions or negotiations of said note shall not waive any provisions herein contained.
Said chattels shall remain personal property and nothing shall prevent you from removing same, or so much thereof as you in your sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.
I shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of said chattels, nor permit nor suffer any lien, encumbrance or charge against said chattels. The chattels herein referred to shall at all times be at my risk and loss and any loss, injury or destruction of said chattels shall not operate in any manner to release me from payment as herein provided. You or your assigns are hereby authorized to procure and maintain for my (our) account, during the life of this contract, insurance on said chattels of such types, amounts and in such companies as you may deem advisable.
Should the insurance on said chattel be cancelled for any reason whatsoever, and should I fail, within five days after being given written notice of such cancellation, to provide substitute insurance of the type and in companies and amounts satisfactory to you or your assigns, the full amount unpaid hereunder, including any note given, may, at your option, become due and payable forthwith and you or your assigns may, without any previous notice or demand of performance, and without legal process, enter any premises where said chattel may be found and take possession thereof, after which you may at your option, make such disposition of said chattel as you shall deem fit, and all payments made by me (us) shall be retained by you as liquidated damages for the use of said chattel while in my (our) possession, and not as a penalty.
Should I fail to pay said indebtedness or any part thereof when due, or breach this contract, or should you feel yourself or said chattels insecure, or if any execution or writ be levied on the chattels described herein or on any of my property, or a receiver thereof is appointed, or if a petition under the Bankruptcy Act or any Amendment thereof should be filed by or against me, the entire unpaid balance shall at once become due and payable at your election, and you may without notice or demand, by process of law or otherwise, take possession of said chattels wherever located, and retain all moneys paid thereon for the reasonable use of said chattels and I will pay for necessary repairs because of damage thereto; or you may sell the same at public or private sale and apply the proceeds, after deducting expenses, liens and a reasonable attorney's fee paid or incurred by you, to the payment of said note and interest, and pay me the surplus, if any, or in case of a deficiency I will pay you the same at once. I waive all claims, damages and demands against you arising out of the repossession, retention, reparation and sale as aforesaid. And in event of a sale of said property at public sale, such sale may be held after having given ten days notice of the time, place and terms of sale by posting written notice in the courthouse of said county, and I hereby waive any requirement that said property be present at the place of sale.
Any action to enforce payment of said note shall not waive any of your rights hereunder. Any indulgence granted me shall not constitute a waiver of any of your rights. Time is the essence of this contract. Any part of this contract may be assigned and/or said note may be negotiated without notice to me and when assigned and/or negotiated shall be free from any defense, counterclaim or cross complaint by me.
This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto.
This contract shall apply to, inure to the benefit of, and bind your and my heirs, executors, administrators, successors and assigns, and I acknowledge the receipt of a true copy thereof. Undersigned will pay said note irrespective of any imperfections in the chattels or any breach of alleged representations. You and your assigns are authorized to correct patent errors in said contract and any other papers executed by Undersigned in connection therewith.

Executed this _____ day of _____, 19____
Witness: _____
Witness: _____
Accepted by J.E. Ballard (Seal)
(Corporate, Firm or Trade Name of Dealer)
(Owner, Officer or Firm Member)

DEALER MUST EXECUTE ASSIGNMENT ON THE REVERSE SIDE HEREOF

This Note Given in Connection with Conditional Sale Contract of Even Date

\$ 214.68 Daphne Ala. 9/8 56
(Total Amount of Note) (City) (State) Date

For value received, the undersigned promise(s) to pay to the order of J.E. Ballard (Dealer)
or order, the sum of two hundred fourteen & 68/100 Dollars.
payable in 12 installments of \$ 17.89 each, except the final installment which shall be 17.89; the first installment shall be due on October 5th, 19 56, after date hereof, and one of such remaining installments shall be due on the 5th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

If payments are not made within fifteen days after due date, buyer agrees to pay late charges of 5c per dollar or fraction thereof, in addition to the installments shown above. In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against, application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.
The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself hereby severally waive as to this debt, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, and severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee and severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party

NEGOTIABLE AND PAYABLE AT THE OFFICE OF

BALDWIN COUNTY BANK
BAY MINETTE, ALABAMA

Alex E. Sullivan (Signature of Purchaser)
4877 (Signature of Purchaser)

11/26/56
1/28/57

35.78

35.78

Bal- 143.12

ASSIGNMENT

(City or Town) (State) (Date)
For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned hereby sells, assigns, transfers and sets over to the BALDWIN COUNTY BANK, BAY MINETTE, ALABAMA, the contract on the reverse side hereof, and all right, title and interest in and to the property therein described, and all rights and remedies under said contract, and the right, either in assignee's own behalf, or in undersigned's name to take all such legal proceedings or otherwise, as undersigned might have taken for this assignment. The undersigned warrants that said instrument is genuine and in all respects what it purports to be; that all statements of fact therein contained are true, that at the time of the execution of the agreement the undersigned had good title to said chattel, and a good right to transfer title thereto; that all parties to the foregoing instrument have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said instrument or render it less valuable; that the down payment made by the purchaser, as stated in the contract was in cash and not its equivalent, unless otherwise mentioned in the contract, and that no part thereof was loaned directly or indirectly by the undersigned or anyone connected with the undersigned to the purchaser. Undersigned guarantees the payment of said contract, in strict accordance with its terms.
Upon the breach of any of said warranties, or of said contract, Undersigned will upon demand, purchase said contract and note for the amount owing thereon, plus all costs and expenses paid or incurred by Assignee in respect thereto. All remedies of Assignee shall be cumulative, and not alternative.

J. E. Ballard (Seal)
(Corporate, Firm or Trade Name of Dealer)
(Owner, Officer or Firm Member) (Seal)

Gill Ptg. & Sta. Co., Mobile.

For value received, pay to the order of

BALDWIN COUNTY BANK
Bay Minette, Alabama

Undersigned jointly and severally do hereby waive presentment, demand, protest, notice of protest, non-payment or dishonor, and notice of the sale of any collateral security, and do authorize any extension or extensions in the time or times of payment. In case of non-payment of any amounts due hereon, we severally agree to pay the same.

J. E. Ballard (Seal)
(Corporate, Firm or Trade Name of Seller)

By (Owner, Officer or Firm Member) (Seal)

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Alice J. Rusk, Clerk
of Circuit Court in and for said State and County,
personally appeared J. Connor Owens, Jr., Attorney of
Record for J. E. Ballard, who being duly sworn,
deposes and says as follows:

That he is attorney of record in the case of
J. E. Ballard vs. Alex Sullivan, and that the property
sued for in the complaint in the said cause belongs
to J. E. Ballard, and that the same has a value of
\$143.12.

J. Connor Owens, Jr.

Sworn to and subscribed to before me, this the

7 day of May, 1957.

Alice J. Rusk
Clerk

THE STATE OF ALABAMA }
Baldwin County }

CIRCUIT COURT

No.

May 1957

To Any Sheriff of the State of Alabama :

You Are Hereby Comanded to Summon Alex Sullivan

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 J. E. Ballard,
as plaintiff against Alex Sullivan, as defendant.

Witness my hand this 7 day of May 1957.

Reinhold, Clerk.

COMPLAINT

J. E. Ballard

Alex Sullivan

Plaintiff

Versus

Defendant.

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

21" Console Mog. TV-Model No. 21CF61
1954-Olympic Radio & TV Co.

1- 2pc. Living room suite-C&O

with the value of the hire or use thereof during the detention, to-wit: \$70.00

from February 25, 1957, to May 7, 1957.

J. E. Ballard, Plaintiff's Attorney.

The State of Alabama, {

Baldwin County

6-24-57

KNOW ALL MEN BY THESE PRESENTS, That we, _____

Alex Sullivan

and _____

are held and firmly bound unto J. E. Ballard

in the sum of Three 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 _____

J. E. Ballard did, on the 7 day of May 19 57 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: _____

21" Console Mog. TV-Model No. 21CF611954-Olympic Radio & TV Co.1- 2 pc. Living room suite- C & O

which said writ was placed in the hands of Taylor Wilkins, Sheriff of Baldwin County, Alabama, on the 7th day of May, 19 57, and executed by him on the 21st day of June, 19 57, by taking into his possession the following property, to-wit:

21" Console Mog. TV-Model No. 21CF611954-Olympic Radio & TV Co.1-2 pc. Living room suite- C&OAnd whereas the above bound Alex Sullivan,

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 Alex Sullivan 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.

Alex C. Sullivan (SEAL)Robert D. Sullivan (SEAL) 750Chas E. Nelson (SEAL) 380
060
600
300Taken and approved this 24 day of June 19 57Taylor Wilkins
Sheriff, Baldwin County, Ala.

STATE OF ALABAMA,
Baldwin County.

KNOW ALL MEN BY THESE PRESENTS, That We, J. E. Ballard

as principal, and Frank Buzbee and J. B. Shiver

as surety, are held and firmly bound unto Alex Sullivan

in the sum of THIRTY AND NO/100-----DOLLARS,

to be paid to the said Alex Sullivan, his heirs,
executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves,
and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly,
by these presents. Sealed with our seals, and dated this 7th day of May
in the year of our Lord, 1957.

The condition of the above obligation is such, That whereas the above bound J. E. Ballard

_____, on the day of the date hereof hath obtained at the suit of
J. E. Ballard vs. Alex Sullivan,

a summons and complaint for the recovery of personal property in specie against said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of said County, and which said endorsement is made upon the plaintiff entering into this bond.

Now, if the said Plaintiff shall fail in this suit, and shall pay the Defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

JEBallard (L.S.)
 Frank Buzbee (L.S.)
 J. B. Shinn (L.S.)
 _____ (L.S.)

Approved this 7 day of April 1957

Heinz Albrecht
Clerk.