

STATEMENT OF ADDITIONAL COVENANTS OF THE BUYER

If insurance is not included in the total time price, I promise to promptly insure the motor vehicle at my own expense against loss by fire, theft and collision for the period of the term of this contract under a policy providing that loss, if any, shall be payable to me and the holder of this contract as our respective interests may appear and to keep such insurance in full force during said term and to deliver to the holder of this contract within 5 days of the date of this contract a paid up policy to such effect. If I fail to so deliver such a policy the holder of this contract may purchase such a policy and the deferred balance of this purchase price provided for herein shall be increased by the premium on such insurance and I promise to pay the amount of such increase at such time or times as the holder of this contract demands.

If insurance is included in the total time price and the holder of this contract obtains such insurance and such insurance is subsequently canceled by the insurer, the return premium thereon shall be collected by such holder and may be received for by him either in his name or in my name and if possible the holder shall obtain therewith similar insurance to that canceled from another carrier and if the premium thereon is greater than the amount of such return premium because the new policy extends beyond the term of this contract or for any other reason, the deferred balance of the purchase price provided for herein shall be increased by such additional amount and I promise to pay such additional amount at such time or times as the holder hereof demands.

If insurance is included in the total time price and the holder is unable to obtain such insurance or if, having obtained such insurance, it is subsequently canceled by the insurer and a return premium is received by such holder and the holder hereof is unable to obtain other similar insurance, the holder is authorized by me to use as much of the cost of insurance included in the total time price or the amount of return premium received from such cancellation of insurance as the case may be, to purchase, if possible, a policy of single interest insurance against loss from the hazards set forth above protecting the holder alone against such loss and to apply any remainder toward the satisfaction of the last maturing installment of this contract.

If insurance is included in the total time price and no insurance of the types in this contract provided for — either dual or single interest — can be obtained or being obtained is canceled, the holder of this contract may apply all sums included in the total time price of this contract not expended for insurance and such sums as are returned to him because of cancellation of insurance toward the satisfaction of the last maturing installment of this contract.

ASSIGNMENT

For value received the undersigned hereby assigns the conditional sales contract herein to the Associates Discount Corporation, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the contract are true. That said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said instrument is genuine and in all things valid and correct; that the undersigned has title to said motor vehicle and has a right to transfer title thereto; that said conditional sales contract constitutes a valid subsisting and perfected first lien on said motor vehicle; that all parties thereto 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 or worthless; and further, that the undersigned believes that the facts stated in the buyer's credit statement enclosed are true.

The undersigned represents that he does not know or have any reason to know that there is or that there is to be any extension of credit to the buyer in connection with the purchase by him of the motor vehicle described in said conditional sales contract other than such as are recited herein; and that there are no agreements, arrangements or understandings between the undersigned and the buyer whereby the buyer may make repayment other than as recited in the contract.

Date 8-14 1956
BAY MOTORS, INC.

By [Signature] DEALER, (Firm Name)

Note: If a corporation, signature must be in name of corporation by officer having authority from board of directors to sign. If a partnership, by one of the partners.

Time price includes:

- ☐ Fire and Theft,
☐ \$ _____ Deductible Collision Insurance

Indicate coverage by check ☒ and insert amount deductible.

WITHOUT RECOURSE

Pay to ASSOCIATES DISCOUNT CORPORATION
Signed BAY MOTORS, INC. Dealer

By [Signature] Title

Pay to ASSOCIATES DISCOUNT CORPORATION

Signed _____ Dealer

By _____ Title

Pay to ASSOCIATES DISCOUNT CORPORATION

Signed _____ Dealer

By _____ Title

Pay to ASSOCIATES DISCOUNT CORPORATION

Signed _____ Dealer

By _____ Title

Pay to ASSOCIATES DISCOUNT CORPORATION

Signed _____ Dealer

By _____ Title

Pay to ASSOCIATES DISCOUNT CORPORATION

Signed _____ Dealer

By _____ Title

Pay to ASSOCIATES DISCOUNT CORPORATION

Signed _____ Dealer

By _____ Title

(For Use in the State of Georgia only)

PROBATE BY SUBSCRIBING WITNESS

State of Georgia
County of _____
SS. _____

Personally appeared before the undersigned, a notary public in and for said county and state.

Name of Witness

to me personally known, who being duly sworn, deposes and says that on the date of the within instrument he saw the buyer _____

Name of Buyer

sign and deliver the same as his free act and deed for the purposes therein mentioned; and that deponent signed the same as a witness in the presence of said buyer and at his request.

Signature of Witness

Subscribed and sworn to before me the _____

day of _____ 19____

Notary Public

ACKNOWLEDGMENT BY BUYER

State of Georgia
County of _____
SS. _____

On this _____ day of _____ 19____ before me, a notary public in and for said county and state, personally appeared _____

to me known to be the person described in and who executed and delivered the within instrument and acknowledged the same to be his free act and deed.

In Witness Whereof, I have set my hand and notarial seal.

My commission expires _____ 19____

Notary Public

I, HOMER N. SINCLAIR, (Write or Type Buyer's Name Plainly) residing at LOXLEY, ALABAMA Number _____ Street _____
 City - Postal Zone No. _____ County _____ State _____ hereby agree to purchase of
BAY MOTORS, INC. (Dealer), of the City of MOBILE State of ALABAMA

One	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number
	USED	MERCURY		1955		COUPE		55SL70837	2X 5-2406

together with all equipment and accessories thereon, all of which are included in the term "motor vehicle" as used herein.

for a total time price of \$ 2950.04 I have paid \$ 18.53 in cash upon said time price and have delivered a 1955 FORD (Year and Make of Trade-In)
 motor vehicle at an agreed value of \$ 676.47 and I promise to pay the remainder of said time price of \$ 2255.04
 in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts,
 in 24 monthly installments of \$ 93.96 and a final installment of \$ _____ beginning on Sept. 28 1956 (Month and Day)
 and continuing on the same day of each month thereafter until fully paid as evidenced by the undersigned's note of even date herewith which is a separate instrument and may be detached herefrom.

If any of said installments are not paid when due, then all unpaid installments shall immediately become due at the option of the owner hereof without notice or demand.

In consideration of the foregoing I shall be provided insurance if obtainable as follows:

Check Insurance Coverages Included in Contract.

COVERAGES APPLICABLE TO MOTOR VEHICLE for Term _____ Months, effective _____, 19 _____

☐ \$ _____ Deductible Collision, ☐ Comprehensive. ☐ Fire, Theft and Combined Additional Coverage.
☐ Road Service.

OTHER INSURANCE COVERAGES — ☐ Credit Life, ☐ Accident and Health, ☐ Limited Accident.
 (No insurance included unless checked above)

No Bodily Injury or Property Damage Liability Insurance Included

Title to said motor vehicle shall remain in said seller or his assignee until this contract is fully performed by me. Said motor vehicle has been delivered to me and I am now in possession thereof hereunder. I shall not attempt to sell or encumber said motor vehicle during the life of this contract, and shall not use the same in violation of any State or Federal Laws. I shall not remove the said motor vehicle from the filing district where I now reside without the written consent of the owner hereof, and I shall use the same in a careful and prudent manner. In the event of loss or damage to said motor vehicle, I shall give immediate written notice to the owner hereof. I shall not transfer my interest in this agreement or in said motor vehicle or part with the possession thereof, except upon the written consent of said owner. I agree, however, to deliver said motor vehicle to the owner of this contract upon his request and if the owner of this contract shall feel insecure or believe said motor vehicle will be lost to him or damaged by reason of my continuing in possession thereof, the owner of this contract may take possession of said motor vehicle without notice or demand and with or without process of law, regardless of whether I am in default hereunder or not. But if I am not in default under this contract at the time the owner hereof comes into possession of said motor vehicle as herein provided and I shall pay all unpaid installments hereunder within ten days thereafter, the motor vehicle shall be delivered to me.

Time is of the essence of this agreement and if I am in default in the payment of any sum due under this contract or fail to keep and perform any promises or agreements herein made by me, all of my right to the possession of said motor vehicle and all of my interest therein shall thereupon terminate and the owner of this contract shall be the absolute owner thereof and may take possession of said motor vehicle, either with or without demand or notice and by or without process of law and all sums paid hereunder shall be forfeited by me and retained for the use of said motor vehicle, and may sell said motor vehicle so taken at public or private sale, with or without notice to me and with or without having said motor vehicle at the place of sale and upon such terms and in such manner as the owner of said contract may determine. Said owner may bid at any such sale. From the proceeds of any such sale said owner shall deduct all expenses of taking, removing, holding, repairing and selling said motor vehicle, including its attorney's fees and the expenses of liquidating any liens or claims thereon and shall apply the balance of said proceeds to the amount unpaid hereunder and any surplus shall be paid over to me; in case of a deficiency, I shall pay the same forthwith to said owner with interest and until such payment I authorize said owner to cancel any policy of insurance upon said motor vehicle and to collect and receipt for in my name all return premium thereon and to apply any such sum received thereby upon said debt. The owner hereof may enter any premises where he believes said motor vehicle may be for the purpose of taking possession of it and in repossessing said motor vehicle the said owner may take possession of any property therein at the time of repossession and hold such property temporarily for me without any responsibility or liability on his part.

I hereby transfer, set over and assign unto the owner, hereof, its or his successors and assigns, any and all refunds or returns of unearned premiums upon the policy of insurance issued on the above described property. Said proceeds are to be applied to my indebtedness hereunder and the excess, if any, is to be remitted to me, or at the election of the owner hereof may be used to apply on the purchase of other insurance.

Said seller shall assign this agreement and transfer title to said motor vehicle to the Associates Discount Corporation, South Bend, Indiana, and in the event of such assignment I will perform all of the promises herein contained to said motor vehicle to the Associates Discount Corporation, South Bend, Indiana, and in the event all claims against the seller herein directly with him and agree not to set up any claim which I may have against the seller as a defense, counter-claim, set-off, cross complaint or otherwise to any action for the purchase price or possession of said motor vehicle brought by the owner hereof.

The rights and obligations of the respective parties hereto are as set forth herein and in the "Statement of Additional Covenants of the Buyer" set forth on the reverse side hereof, which statement I agree is a part of this contract and by this reference is incorporated herein and the contract shall be read and construed the same as if all of said covenants appeared herein.

I hereby warrant and represent to each purchaser of the seller's interest therein that this instrument contains all of the agreements of the parties with reference to property herein described.

The pronoun "I" as used herein means the buyer.

In Witness Whereof, I hereunto set my hand on this 8-14, 19 56

Signed, Sealed and Delivered in presence of:

Witness

Signed X

Homer N. Sinclair

(SEAL)

(BUYER)

Witness

Charles H. Montgomery Jr.

\$ 2255.04 MOBILE ALABAMA AUGUST 14, 1956
 (Time Balance) (City) (State)

For value received I promise to pay to the order of BAY MOTORS, INC. (Dealer)

TWO THOUSAND TWO HUNDRED FIFTY FIVE DOLLARS AND 4/100 Dollars (\$ 2255.04)

at the office of ASSOCIATES DISCOUNT CORPORATION, South Bend, Indiana, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

in 24 monthly installments of \$ 93.96 and a final installment of \$ _____ beginning on Sept. 28 1956 (Month & Day)

and continuing on the same day of each month thereafter, together with interest at the highest legal rate after maturity until paid with attorney fees of 15% of the amount then unpaid hereon.

If any of said installments be not paid when due, then all unpaid installments hereof shall immediately become due and payable, without notice or demand. All of the parties hereto, including sureties, endorsers and guarantors, hereby severally waive presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit against any party thereto, and all endorsers and guarantors hereon consent that the time of payment may be extended from time to time after maturity without notice to them. The maker and all parties hereto do hereby jointly and severally waive and renounce, any and all homestead or exemption rights which they may have under or by virtue of the Constitution or laws of the state where buyer resides, or any other state of the United States, as against the debt evidenced hereby.

D-180 W Rev. 7-55

X Homer N. Sinclair

(BUYER)

RECORDING CERTIFICATE

This certifies that on this 14th day of August 1956, I have purchased one 1955 MERCURY motor vehicle, motor number 55SL70837 together with all equipment and accessories thereon from BAY MOTORS, INC. (Dealer)

and have paid \$ 695.00 as a down payment thereon and promised to pay the balance of the time purchase price, to-wit: \$ 2255.04 in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

in 24 monthly installments of \$ 93.96 and a final installment of \$ _____ beginning on Sept. 28 1956 (Month & Day)

and continuing on the same day of each month thereafter. Title to the above described chattels shall remain in the seller or his assignee until the purchase price is fully paid, all as is recited in the terms and provisions of a written conditional sales contract and note executed contemporaneously herewith.

Executed this

8-14, 19 56

(Witness)

Signed X

Homer N. Sinclair

(SEAL)

(BUYER)

(Witness)

Charles H. Montgomery Jr.

STATE OF ALABAMA

COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon HOMER N. SINCLAIR 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 same, then and there to answer the complaint of Associates Discount Corporation, a corporation.

Witness my hand, this the 14 day of Aug, 1957.

Deirdre Luck
CLERK

ASSOCIATES DISCOUNT CORPORATION,
a corporation,

Plaintiff,

VS

HOMER N. SINCLAIR

Defendant,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, SIX-HUNDRED, SEVENTY-THREE and THIRTY-FOUR ONE-HUNDREDTHS (\$673.34) DOLLARS damages, for the breach of a written agreement entered into by the Defendant on, to-wit, August 14, 1956, by which he promised to pay to Bay Motors, Inc. the sum of to-wit, \$93.96 each month, commencing on, to-wit, September 28, 1956, and continuing on the 28th day of each month thereafter until the sum of, to-wit, \$2255.04 had been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said payments, the entire amount would then become due, and the Plaintiff could seize said automobile and sell same at a public or private sale, with or without advertisement, with or without notice to the Defendant, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency the Defendant agreed to pay the amount of the deficiency. Plaintiff avers that said written instrument, together with all rights thereunder, was assigned to it by the said Bay Motors, Inc., before default in said written instrument, for which a valuable consideration has been paid.

Plaintiff alleges that the Defendant defaulted in said written instrument in that he failed to make the payments provided for therein, leaving a balance of principal due, of, to-wit, \$2255.04; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$1450.00 was received for the automobile, which sum the Plaintiff alleges was the reasonable market value of the automobile at the time of the seizure and at the time of the sale, and that after applying the amount received from the sale of the said automobile to the balance due under the said written instrument, a balance of, to-wit, SIX-HUNDRED, SEVENTY-THREE and THIRTY-FOUR, ONE-HUNDREDTHS (\$673.34) DOLLARS remains due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemption contained in said written instrument.

Plaintiff claims the additional sum of, to-wit, \$100.95 as a reasonable attorney's fee, averring that, to-wit, \$100.95 is a reasonable attorney's fee as is provided for in said written instrument.

COUNT TWO

Plaintiff claims of the Defendant, to-wit, SIX-HUNDRED, SEVENTY-THREE and THIRTY-FOUR ONE-HUNDREDTHS (\$673.34) DOLLARS, due by promissory note made by him on, to-wit, August 14, 1956 and payable to Bay Motors, Inc. Plaintiff's assignor, who assigned to Plaintiff for a valuable consideration, and payable in equal monthly installments of, to-wit, \$93.96, the first installment due and payable on, to-wit, September 28, 1956 and a like installment due and payable on the like day of each month thereafter.

Plaintiff alleges that by the terms of the said note, the Defendant agreed that "If any installment of this note is not paid at or before maturity, all remaining installments shall at the option of the Holder hereof immediately become due and payable, and the undersigned, and each of them, hereby agree to pay any expense of collection, including fifteen per cent (15%) attorney's fee if placed in the hands of an attorney for collection after maturity. All parties to this note, including sureties, endorser and guarantors, hereby waive presentment for payment, notice of non-payment, protest and notice of protest and diligence in bringing suit against any party hereto, and hereby consent that time may be extended after maturity without notice and without releasing any party hereto. Reference is hereby made to a conditional sale contract between the parties hereto of even date herewith securing this note".

Plaintiff claims the benefit of a waiver of personal property exemption contained in said promissory note.

Plaintiff claims the additional sum of \$100.95 as a reasonable attorney's fee, averring that \$100.95 is a reasonable attorney's fee as is provided for in said promissory note.

W. L. Hayman
Attorney for Plaintiff

DEFENDANT MAY BE SERVED:

Route I
Loxley, Ala.