

Associates

ALABAMA CONDITIONAL SALES CONTRACT

3310

I, Emanuel Prince, residing at Box 113, Stockton, Alabama, Baldwin, Alabama, hereby agree to purchase of J. E. Still Motor Co., Bay Minette, Ala., Alabama

Table with columns: New or Used, Make of Automobile, No. Cyl, Yr, Model N, Type of Body, Serial Number, Motor Number, License Number. Row 1: U, Chev., 6, 53, 210, Fordor, LAQ-5357

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 \$1295.00

I have paid \$561.48 in cash upon said time price and have delivered a 1948 Chevrolet Fordor motor vehicle at an agreed value of \$561.48 and I promise to pay the remainder of said time price \$1147.20 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 \$47.80 and a final installment of \$ beginning on Jan. 7 1956 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:

No insurance included unless described above.

Title to said motor vehicle shall remain in said seller or his assignee until this contract is fully performed by me. I promise that while any part of the time balance remains unpaid, I will not sell, encumber or sublet said motor vehicle or assign or transfer my interest under this contract or remove the motor vehicle from the filing district where I now reside or part with the possession thereof except upon written consent of the owner hereof and I promise that I will not use the motor vehicle in violation of any State or Federal Law. 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. I agree that prior to the retaking of the motor vehicle by the owner of this contract, the risk of injury and loss of the motor vehicle shall rest upon 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 I do hereby waive as to such debt arising from a deficiency all rights of exemption under the Constitution and Laws of Alabama, or of any other State, as to personal property, and I agree to pay all costs of collecting or attempting to collect such debt, including a reasonable attorney's fee, whether the same be collected by or any attorney consulted with reference to suit or otherwise, 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 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.

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 such assignee as the owner hereof and I agree that after such assignment that I will settle 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.

I hereby warrant and represent to each purchaser of the seller's interest therein that this instrument, together with the "Statement of Additional Covenants of the Buyer" on the reverse side hereof which is expressly made part hereof as if fully set forth herein, contains all of the agreements of the parties with reference to property herein described.

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

It Witness Whereof, I hereunto set my hand on this November 24, 1955

Signed, Sealed and Delivered in presence of: Witness

Signed Emanuel Prince (BUYER)

\$1147.20 Bay Minette, Alabama, November 24, 1955

For value received I promise to pay to the order of J. E. Still Motor Co., (Dealer)

One thousand one hundred forty seven & 20/100 Dollars (\$1147.20) 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 \$47.80 and a final installment of \$ beginning on Jan. 7 1956 and continuing on the same day of each month thereafter, together with interest at the highest rate after maturity until paid with attorney fees.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, as to personal property, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee whether the same be collected or secured by or any attorney consulted with reference to suit or otherwise.

If any of said installments are 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.

Signed Emanuel Prince (BUYER)

RECORDING CERTIFICATE

This certifies that on this 24th Day November 1955, I have purchased one Chev. Fordor Car motor vehicle, motor number LAQ-5357 together with all equipment and accessories thereon from J. E. Still Motor Co. (Dealer)

and have paid \$561.48 as a down payment thereon and promised to pay the balance of the time purchase price, to-wit: \$1147.20 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 equal installments of \$47.80 each on the 7th day of each month hereafter. 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 November 24, 1955

(Witness)

Signed Emanuel Prince (BUYER)

STATE OF ALABAMA

COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon EMANUEL PRINCE 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 coproration.

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

W. J. ...  
CLERK

ASSOCIATES DISCOUNT CORPORATION,  
a corporation,

Plaintiff,

VS

EMANUEL PRINCE

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: \_\_\_\_\_

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, THREE-HUNDRED EIGHTEEN and TWENTY ONE-HUNDREDTHS (\$318.20) DOLLARS damages, for the breach of a written agreement entered into by the Defendant on, to-wit, November 24, 1955, by which he promised to pay to J. E. Still Motor Company the sum of to-wit, \$47.80 each month, commencing on, to-wit, January 7, 1956, and continuing on the 7th day of each month thereafter until the sum of, to-wit, \$1147.20 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 J. E. Still Motor Company, 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, \$1099.40; that the automobile mentioned therein was seized and sold and that the sum of, to-wit, \$700.00 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, \$318.20 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, \$47.73 as a reasonable attorney's fee, averring that, to-wit, \$47.73 is a reasonable attorney's fee as is provided for in said written instrument.

#### COUNT TWO

Plaintiff claims of the Defendant, to-wit, THREE-HUNDRED, EIGHTEEN and TWENTY (\$318.20) DOLLARS, due by promissory note made by him on, to-wit, November 24, 1955 and payable to J. E. Still Motor Company Plaintiff's assignor, who assigned to Plaintiff for a valuable consideration, and payable in equal monthly installments of, to-wit, \$47.80, the first installment due and payable on, to-wit, January 7, 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 \$47.73 as a reasonable attorney's fee, averring that \$47.73 is a reasonable attorney's fee as is provided for in said promissory note.

*Will Hays*  
Attorney for Plaintiff

DEFENDANT MAY BE SERVED:

Box 113  
Stockton, Ala.