

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons MILTON WILSON, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, Alabama, at the place of holding same by MOBILE HOME CREDIT CORPORATION.

Witness my hand this the 4-3 day of May, 1966.


Clerk

* * * * *

COMPLAINT

MOBILE HOME CREDIT CORPORATION, X

PLAINTIFF, X IN THE CIRCUIT COURT OF

VS: X BALDWIN COUNTY, ALABAMA

MILTON WILSON, X AT LAW

DEFENDANT. X

The Plaintiff claims of the Defendant the following personal property, to wit:

One used 1958 Marlette, 50' x 8', 3 bedroom,
Turquoise with white, Manufacturer's Serial
No. 350-883.

with the value of the hire or use thereof during the detention,
from the 1st day of July, 1965.

The property sued for in the complaint is, towit:

One used 1958 Marlette, 50' x 8', 3 bedroom,
Turquoise with white, Manufacturer's Serial
No. 350-883.

is the property of the MOBILE HOME CREDIT CORPORATION, the said Plaintiff, under the terms and conditions of a Conditional Sale Assumption Agreement dated May 11, 1964, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 452, page 591, and Retail Installment Contract recorded in the Office of the Judge of Probate of Mobile County, Alabama, in Personal Property Book 175, pages 345-346.

The consideration for said Mobile Home has not been paid and remains the property of the MOBILE HOME CREDIT CORPORATION under the terms and conditions of the contratts mentioned above.

STATE OF LOUISIANA:

PARISH OF ORLEANS:

MOBILE HOME CREDIT CORPORATION

MILTON WILSON

- VS -

PLAINTIFF

DEFENDANT

Before me, the undersigned Notary Public, in and for the said Parish and State, personally appeared, H. D. HARRISON, who is President of MOBILE HOME CREDIT CORPORATION, and who being duly sworn, deposes and says that:

The property sued for in the complaint is, to wit:

One used 1958 Marlette, 50' x 8', 3 bedroom, Turquoise with white, Manufacturer's Serial No. 350-883.

is the property of the MOBILE HOME CREDIT CORPORATION, the said Plaintiff, under the terms and conditions of a Conditional Sale Assumption Agreement dated May 11, 1964, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 452, page 591, and Retail Installment Contract recorded in the Office of the Judge of Probate of Mobile County, Alabama, in Personal Property Book 175, page 345-346.

The consideration for said Trailer has not been paid and remains the property of the MOBILE HOME CREDIT CORPORATION under the terms and conditions of the contracts mentioned above.

H. D. Harrison
H. D. Harrison

Sworn to and subscribed before me on this the 18 day of May, 1966.

CLARENCE P. FAVRET, JR.
Notary Public

CLARENCE P. FAVRET, JR.

Notary Public, Parish of Orleans, State of La.
My Commission is issued for life.

FILED

MAY 23 1966

ALICE L. DICK, CLERK
REGISTER

Executed
May 25, 1966

SUMMONS AND COMPLAINT

Received 23 day of May 1966
and on 25 day of May 1966
I served a copy of the within Summons
on Milton Wilson

By service on _____
By Taylor Wilkins, Sheriff
W. A. Zellerbach
on

MOBILE HOME CREDIT CORPORATION,

PLAINTIFF,

VS

MILTON WILSON,

DEFENDANT.

FILED

MAY 25 1966

AUDIE L. INCH, CLERK
RECORDED

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

MOBILE HOME CREDIT CORPORATION,)
Plaintiff,)
vs.)
MILTON WILSON,)
Defendant.)
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE. NO. 6971.

INTERROGATORIES:

Now comes the Defendant, by his Attorney, in the above styled cause and propounds the following interrogatories to the Plaintiff, Mobile Home Credit Corporation:

1. Will you please state your correct corporate name?
2. Will you please state where incorporated?
3. If your answer to the foregoing question is a State other than the State of Alabama, please state the date on which your corporation qualified to do business in the State of Alabama.
4. Will you please state your principal place of business.
5. Please state the name of your President and his present address.
6. Please state the name of your President on August 10, 1962.
7. Please state whether or not you maintained an office in the City of Mobile on August 10, 1962.
8. If your answer to the preceding question is in the affirmative, please state whether you maintained an office in the City of Mobile on the 20th day of November, 1965.
9. Please give the address of any office maintained by your corporation since August 10, 1962, in the City of Mobile.
10. Please state whether or not you maintained an office in the City of Pensacola, Florida on August 10, 1962.
11. If your answer to the preceding question is in the affirmative, please state whether you maintained an office in the City of Pensacola, Florida, on the 20th day of November, 1965.
12. Please give the address of any office maintained by your corporation since August 10, 1962, in the City of Pensacola, Florida.

13. Please state the names of your financial representatives who have worked in the City of Mobile since August 10, 1962, and give their addresses and their present status with your corporation, if any.

14. Please state the names of your financial representatives who have worked in the City of Pensacola, Florida, since August 10, 1962, and give their addresses and their present status with your corporation, if any.

15. Please state the number of transactions that you have had since August 10, 1961, with Skyline Trailer Sales.

16. Please state the name or names of the owner or owners of Skyline Trailer Sales.

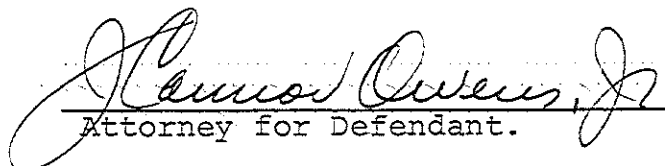
17. Please state the names of the officers of Skyline Trailer Sales.

18. Please state whether or not the said Skyline Trailer Sales is still in existence, or whether or not the same has been dissolved.

19. Are you the present owner and holder of those contracts referred to in the complaint filed in this cause, and if your answer is in the affirmative, please attach copies to your answers of all instruments, applications and other matters in connection with this particular transaction.

20. Please state whether or not you are the subsidiary of any other company which is in anywise involved in the sale, leasing, rentals, manufacturing or financing of trailer homes, and if your answer is in the affirmative, please name such company and state their principal place of business.

21. Please state whether or not you are affiliated with, or own, or have an interest in any other corporation which is involved in the sale, rental, manufacturing or financing of trailer homes and if your answer is in the affirmative, please state the name of such company and give their address.



Attorney for Defendant.

FILED
JUL 1 1964
MOBILE, ALA.

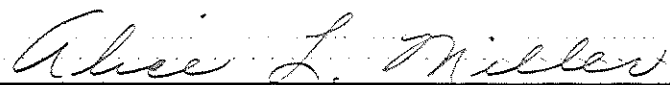
STATE OF ALABAMA)
 (
BALDWIN COUNTY)

Before me, the undersigned Notary Public, within and for said State and County, personally appeared J. Connor Owens, Jr., who being first duly sworn, deposes and says as follows:

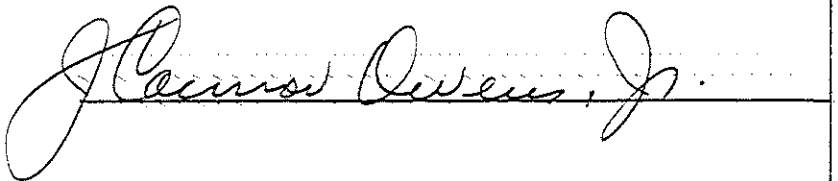
That he is the Attorney of Record for the Defendant in the above styled cause and that the answers of the Plaintiff to the Interrogatories propounded will, if truthfully made, be material evidence of the Defendant on the trial of said cause.



Sworn to and subscribed
before me this 31st day
of May, 1966.


Notary Public, Baldwin County, Alabama.

I, the undersigned, Attorney of Record for the Defendant in the foregoing cause, do hereby certify that I have this day forwarded a copy of the foregoing interrogatories to Forest A. Christian, the Attorney of Record for the Plaintiff in said cause, by United States mail, properly addressed, with postage prepaid, this 31st day of May, 1966.



JUN 16 1900

I hereby accept
Service of
a copy of these
rules as presented
Fuller Christ

Foren A. Christian
Attorney at Law
Foley, Alabama

Attorney for Plaintiff

MOBILE HOME CREDIT CORPORATION,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
vs.)	
)	LAW SIDE. NO. 6971.
MILTON WILSON,)	
)	
Defendant.)	

ANSWER AND CROSS CLAIM

Now comes the Defendant, Milton Wilson, by his Attorney, and for answer to the complaint filed in this cause, says as follows:

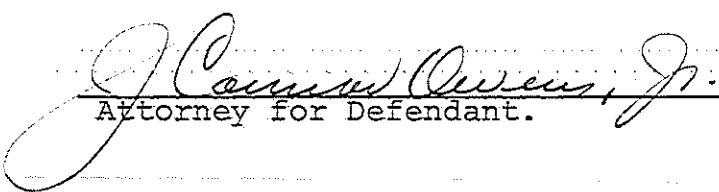
1. Not guilty.
2. That he has paid the debt for the recovery of which this suit was brought before the action was commenced.
3. For further answer and by way of cross-claim arising out of the subject matter of the original action, and relating to the property sued for in the original action, the Defendant alleges as follows:

That J. & R. Acceptance, Inc., a corporation, with its principal place of business at Trailer City, Mobile, Alabama, and that John Dupont, individually, and doing business as J. & R. Mobile Homes, whose address is Trailer City, Mobile, Alabama, represented to the Defendant on the 20th day of November, 1965, that they were the owners of the property described in the complaint and by Bill of Sale, for the sum of \$1700.00 paid by the Defendant, did convey to the Defendant, Milton Wilson, the goods and chattels described in the complaint, and did covenant with the said Defendant, Milton Wilson, that they were the lawful owners of said property and that the same was free from all encumbrances, and did warrant and agree to defend the same against the lawful claims of all persons and that the said J. & R. Acceptance, Inc., the said John Dupont, individually, or doing business as J. & R. Acceptance, Inc., or J. & R. Mobile Homes is liable to the Defendant for all sums claimed by the said Mobile Home Credit Corporation or by it in said suit which affirmatively arises out of a chattel mortgage;

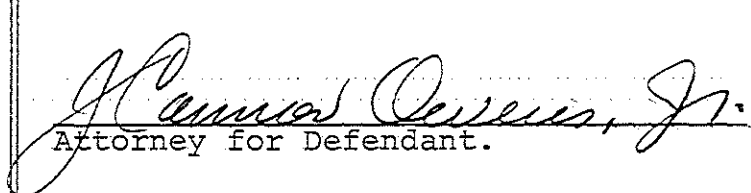
the Defendant, Milton Wilson, claims of the third-party defendant, J. & R. Acceptance, Inc., and John Dupont, individually, and doing business as J. & R. Mobile Homes, both separately and severally, the sum of TWENTY FIVE HUNDRED DOLLARS (\$2500.00) as damages for breach of warranty in the sale of the following described personal property, to-wit:

One (1) used 1958 Marlette, 50' x 8', 3-bedroom
turquoise with white, Housetrailer, Serial No.
350-883.

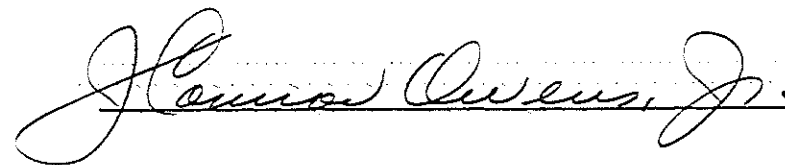
by them to the said Defendant sold on the 20th day of November, 1965, which was warranted to the said Defendant as being free and clear of all liens and encumbrances and that they, or one of them, was the lawful owner of the said property, when in fact, said property was allegedly subject to a mortgage or conditional sales contract in favor of Mobile Home Credit Corporation.


Attorney for Defendant.

Defendant demands a trial of this
cause by a Jury.


Attorney for Defendant.

I, the undersigned, Attorney for the Defendant in the above styled cause, do hereby certify that I have this day forwarded a copy of the foregoing answer and cross-claim to Forest A. Christian, the Attorney of Record for the Plaintiff, by United States Mail, properly addressed, with postage prepaid, this 27th day of May, 1966.



FILED
MAY 27 1966
ALICE J. DICK, CLERK
REGISTER

cross-claim

SUMMONS AND ~~COMPLAINT~~

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon JOHN DUPONT, individually and doing business
as J. & R. Mobile Homes, and J. & R.
Acceptance, Inc., 2760 Government Blvd., Mobile, Alabama,

to appear and plead, answer or demur, within thirty days from the service hereof, to the ~~complaint~~ ^{cross-claim} filed

in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....
John Dupont, individually and doing business as J. & R. Mobile Homes
and J. & R. Acceptance, Inc. third party Defendant.....

by Milton Wilson, Defendant

Witness my hand this 27th day of May 19 66

175

Clerk

Alleg. J. Luck
Received June 1, 1966

14-11-66
16.9.71

3425
Page.....

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

MOBILE HOME CREDIT CORPORATION

Plaintiffs

14-11-66 vs.
MILTON WILSON

Defendants

SUMMONS AND COMPLAINT

Filed May 27 1966

Clerk

MAY 27 1966
ALICE J. DUCK, CLERK
REGISTER

J. Connor Owens, Jr.
Plaintiff's Attorney

MOBILE HOME CREDIT CORPORATION
Defendant's Attorney

Defendant lives at
2760 Government Blvd.
Mobile, Alabama

RECEIVED
Received in Office

MAY 27 1966 19.....

TAYLOR WILKINS, Sheriff

I have executed this summons

this June 1 1966
by leaving a copy with

John Dupont, Individual
and also

J. R. Mobile Homes &
J. R. Acceptance, Inc.

L. H. Bridges, Sheriff

J. W. Lacy, Deputy Sheriff

MOBILE HOME CREDIT CORPORATION,

Plaintiff,

vs.

MILTON WILSON,

Defendant.

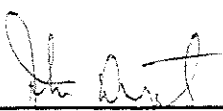
X IN THE CIRCUIT COURT OF
X BALDWIN COUNTY,
X ALABAMA.
X AT LAW.
X
X CASE NO. 6971
X

MOTION TO QUASH SERVICE

Comes now JOHN DUPONT, Individually, and appearing solely for the purpose of filing this Motion to Quash Service, and not appearing generally, shows unto this Honorable Court that heretofore and on, to-wit: June 1, 1966, a Summons and Cross Claim against J & R Acceptance, Inc., a Corporation, was served upon John DuPont.

John DuPont further shows that he is not an agent, servant, employee, director, officer, or in any other way connected with J & R Acceptance, Inc., a Corporation.

WHEREFORE, premises considered, your Petitioner respectfully moves this Honorable Court to quash the service of the Complaint and Summons directed to J & R Acceptance, Inc., directed to him.



JOHN DUPONT, Individually

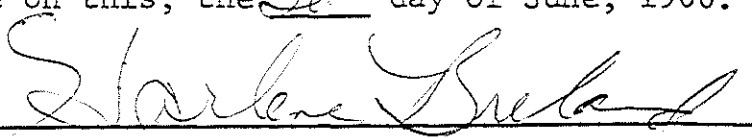
STATE OF ALABAMA)
COUNTY OF MOBILE)

Personally appeared before me the undersigned authority, JOHN DUPONT, who, being first duly sworn, states that he has read the foregoing Motion and that the facts averred therein are true and correct.



JOHN DUPONT

Subscribed and sworn to before me on this, the 30th day of June, 1966.



NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

FILED
6 JUN 1966
176
MOBILE COUNTY, ALABAMA

MATRANGA, HESS & SULLIVAN
Attorneys for John Dupont

BY: Barry Hess
BARRY HESS

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 22nd day of June, 1962, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed, and first class postage prepaid.

Barry Hess

MOBILE HOME CREDIT CORPORATION,

Plaintiff,

vs.

MILTON WILSON,

Defendant.

X IN THE CIRCUIT COURT OF

X BALDWIN COUNTY,

X ALABAMA.

X AT LAW.

X

CASE NO. 6971

X

PLEA IN ABATEMENT

Comes now JOHN DUPONT, Individually, and doing business as Trailer City Mobile, and moves this Honorable Court to abate the Cross Claim filed herein against the said John DuPont, and as grounds therefor says, separately and severally, as follows:

1. For that the proper venue for any claim against the said John DuPont would be in Mobile County, Alabama, in that the entire sale and transfer alleged in the said Cross Claim occurred in Mobile County, Alabama.

2. For that the offer, acceptance, and performance, as well as alleged breach of the contract sued upon as alleged in the Cross Claim occurred in Mobile County, Alabama; WHEREFORE, the venue for said Cross Claim does not properly lie in Baldwin County, Alabama.




JOHN DUPONT

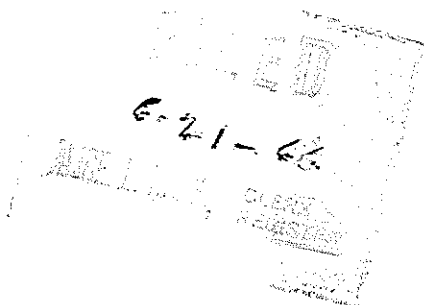
STATE OF ALABAMA)

COUNTY OF MOBILE)

Personally appeared before me, the undersigned authority, JOHN DUPONT, who being first duly sworn, states that he has read the foregoing Plea in Abatement and that the facts averred therein are true and correct.



JOHN DUPONT



Subscribed and sworn to before me on this, the 20th day of
June, 1966.

Harlene Ireland
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

MATRANGA, HESS & SULLIVAN
Attorneys for John DuPont

BY: Barry Hess
BARRY HESS

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 20th
day of June, 1966, served a copy of the
~~foregoing~~ proceeding on counsel for all parties to this
proceeding by mailing the same by United States mail,
properly addressed, and first class postage prepaid.

Barry Hess

MOBILE HOME CREDIT CORPORA-
TION,

Plaintiff,

vs.

MILTON WILSON,

Defendant.

X IN THE CIRCUIT COURT OF
X BALDWIN COUNTY,
X ALABAMA.
X AT LAW.
X
X CASE NO. 6971
X

Comes now BARRY HESS, and respectfully moves this Honorable
Court to withdraw as counsel of record for John DuPont.

MATRANGA, HESS & SULLIVAN
Attorneys for John DuPont

Barry Hess
BARRY HESS

FILED

21 8 64

RECEIVED, REGISTER

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 7-16
day of July, 1964, served a copy of the
foregoing pleading on counsel for all parties to this
process by mailing the same by United States mail,
properly addressed, and first class postage prepaid.

Barry Hess

MOBILE HOME CREDIT CORPORATION,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
MILTON WILSON,)	
)	LAW SIDE. NO. 6971.
Defendant.)	

AMENDED ANSWER:

Now comes the Defendant, Milton Wilson, by his attorneys, and amends the answer heretofore filed in this cause by striking the following as parties defendant:

J. & R. ACCEPTANCE CORPORATION
 JOHN DUPONT, individually and doing business as J. & R.
 MOBILE HOMES.

OWENS AND PATTON

By: *James Owens, Jr.*
 Attorneys for Defendant.

I, the undersigned, one of the attorneys of record for the the Defendant in the foregoing cause, do hereby certify that I have this day forwarded a copy of the foregoing amended answer to Forest A. Christian, the attorney of record for the Plaintiff, by United States Mail, with postage prepaid, this 1st day of March, 1967.

James Owens, Jr.

FILED

MAR 2 1967

ALL I HAD FOR

MOBILE HOME CREDIT CORPORATION,)
 Plaintiff,) IN THE CIRCUIT COURT OF
 vs.) BALDWIN COUNTY, ALABAMA
 MILTON WILSON,)
 Defendant.) LAW SIDE NO. 6971

AMENDED ANSWER:

Now comes the Defendant, Milton Wilson, by his attorneys, and amends the answer heretofore filed in this cause and says as follows:

1. Notguilty.

2. The Defendant, for further answer to the complaint alleges that he purchased the property sued for in this cause in the ordinary course of business and for value and at the time of said purchase he had no knowledge, actual or constructive, that the Plaintiff had any claim, right, title or interest in and to said property and that he is an innocent purchaser for value of said property.

3. For further answer to the complaint the Defendant says as follows: That prior to the institution of this suit, on or about the 20th day of November, 1965, the Defendant purchased for value in the usual and ordinary course of business, the property sued for in the writ of detinue in this cause; that said purchase was made from J & R Mobile Homes, a concern operated by one Joe Fesmire; that the said Joe F. Fesmire was also the owner of the following businesses, viz: Skyline Trailer Sales; Skyline Mobile Homes; J & R Acceptance Co.; Twelve Wide City and Trailer City, all companies being located on Government Boulevard in Mobile, Alabama; that the said vendor or seller to the Defendant is the same person through whom the Plaintiff claims title to the trailer sued for in this action; that the Plaintiff claims such title or right of possession by virtue of a chattel mortgage or other instrument in writing; that at the time Defendant made such purchase as afore-said and for many months prior thereto, and at the time and before

the execution of the chattel mortgage or other medium through which the Plaintiff claims title or right of possession, the said vendor or seller was engaged in the sale, both in wholesale and retail of new and used trailers, the subject matter of this suit; that the Plaintiff in this suit is, as the name implies, a corporation engaged in the financing of trailer sales, both new and used; and that the officers of said corporation are men of experience in business transactions and knew the type of business in which the vendor or seller to the Defendant was engaged; that notwithstanding said knowledge and information at the time the Plaintiff took the chattel mortgage or medium through which, as aforesaid, he claims title to or right of possession of the said property, the subject matter of this suit, had knowingly permitted the said trailer described in his complaint in this cause to remain in the possession of the said Joe F. Fesmire at the Government Boulevard location in Mobile, Alabama, with the full knowledge that said trailer, the subject matter of this suit, along with other trailers, both new and used, would by said vendor be exhibited for sale and sold in the usual and ordinary course of business to prospective purchasers; Defendant further alleges that at the time he purchased said trailer he had no actual knowledge of claim, written or oral, through which the Plaintiff claims title or right of possession to the trailer described in this suit.

WHEREFORE, Defendant says that the Plaintiff has waived any right, title or interest as against this Defendant to the aforementioned trailer, the subject matter of this suit.

OWENS AND PATTON

By: *William Owens, Jr.*
Attorneys for Defendant.

Defendant demands a trial of this
cause by Jury.

William Owens, Jr.
Attorneys for Defendant.

I, the undersigned, one of the attorneys of record for the Defendant in the foregoing cause, do hereby certify that I have forwarded a copy of the foregoing amended answer to Forest Christian, the Attorney of Record for the Plaintiff, by United States Mail, with postage prepaid, on this the 1st day of March, 1967.

James Owen, Jr.

FILED

MAR 2 1967

ALICE L. BUCK, CLERK
REGISTER

MOBILE HOME CREDIT CORPORATION,	X	
PLAINTIFF,	X	IN THE CIRCUIT COURT OF
VS:	X	BALDWIN COUNTY, ALABAMA
MILTON WILSON,	X	AT LAW
DEFENDANT.	X	CASE NO. 6971
	X	

DEMURRER TO AMENDED ANSWER

Comes the Plaintiff, and demurs to paragraphs two and three of said amended answer since the general issue in the action of detinue is "non detinet" or an averment that the allegations are not true. However, "not guilty" may be treated as a general issue. The Plaintiff alleges and cites recorded liens and so the amended answers for two and three are not responsive but are argumentive and are not good defenses.

ATTORNEY FOR THE PLAINTIFF

Mary Ellen
 Ernest A. Christian

FILED

APR 14 1967

ALLIANCE CLERK
 REGISTER

Mary Ellen
 APR 12 1967

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

August 6, 1966

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

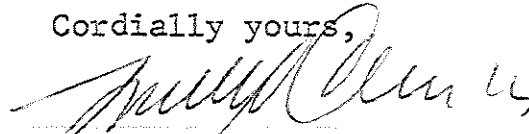
Re: Mobile Home Credit Corporation
Vs: Milton Wilson
Case No. 6971

Dear Mrs. Duck:

Enclosed you will find Answers to Interrogatories
filed in this case by J. Connor Owens, for the Defendant.
Also enclosed you will find Interrogatories filed by
the Plaintiff.

Please have Connor sign receipt of interrogatories
to save costs of service.

Cordially yours,



FOREST A. CHRISTIAN

cc: J. Connor Owens, Esquire
Bay Minette, Alabama

MOBILE HOME CREDIT CORPORATION,)
 Plaintiff,) IN THE CIRCUIT COURT OF
 vs.) BALDWIN COUNTY, ALABAMA
MILTON WILSON,)
 Defendant.) LAW SIDE. NO. 6971.

ANSWERS TO INTERROGATORIES:

Now comes the Defendant, Milton Wilson, and for answer to the Interrogatories propounded by the Plaintiff, Mobile Home Credit Corporation, says as follows:

1. Yes.
2. Stockton Road, Bay Minette, Baldwin County, Alabama.
3. Yes.
4. This trailer is located at Wilson's Trailer Park, Highway 31 South, Bay Minette, Alabama.
5. The Defendant, Milton Wilson, holds a Bill of Sale executed by J & R Acceptance, Inc., dated November 25, 1965, to the above noted trailer and the said Defendant, in the purchase of this trailer, negotiated with one Bob Woodham and also with John DuPont.
6. The transaction was negotiated in Mobile, Alabama, and upon delivery of the trailer to Bay Minette, Alabama, a check was given in payment of the trailer.
7. Bay Minette, Alabama.
8. November 20, 1965.
9. Yes.
10. November 20, 1965.
11. Yes.
12. \$1700.00.
13. By check.
14. J & R Mobile Homes
15. Yes.
16. Yes.
17. I suppose so.

18. I suppose so.

Milton Wilson
Milton Wilson, Defendant.

STATE OF ALABAMA)
 (
BALDWIN COUNTY)

Before me, the undersigned authority, personally appeared Milton Wilson, who being duly sworn, did depose and say as follows: That the answer to the foregoing Interrogatories are true and correct to the best of his knowledge.

Milton Wilson

Sworn to and subscribed before
me this 27th day of September,
1966.

Alice L. Miller

Notary Public, Baldwin County, Alabama.

FILED
OCT 4 1966
ALICE L. MILLER, CLERK
BALDWIN COUNTY, ALA.

MOBILE HOME CREDIT CORPORATION, X
PLAINTIFF, X IN THE CIRCUIT COURT OF
VS: X BALDWIN COUNTY, ALABAMA
MILTON WILSON, X AT LAW
DEFENDANT. X CASE NO. 6971

INTERROGATORIES:

Now comes the Plaintiff, by its attorney, in the above styled case and propounds the following interrogatories to the Defendant, MILTON WILSON:

1. Are you the Defendant in this case?
2. What is your complete address?
3. Do you have in your possession One used 1958 Marlette, 50' x 8', 3 bedroom, Turquoise with White, Manufacturer's Serial No. 350-883.
4. Where is this trailer located?
5. From whom did you purchase said trailer? Give both the company name and the individual person with whom you negotiated this purchase.
6. Where did you negotiate and close said sale?
7. Where did you take possession of said trailer?
8. When and on what date did you take possession of said trailer?
9. Do you have a Bill of Sale for said trailer?
10. On what date did you purchase said trailer?
11. Have you paid for said trailer?
12. How much did you pay for said trailer?
13. Did you pay by check or how?
14. To whom did you pay for said trailer?
15. Is the trailer you purchased and have in your possession and described in said Bill of Complaint and described in the above Interrogatory Number 3, the same trailer described in one Conditional Sale Assumption Agreement dated May 11, 1964, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 452, page 591?

16. Is it the same trailer described in one Retail Installment Contract recorded in the Office of the Judge of Probate of Mobile, County, Alabama, in Personal Property Book 175, pages 345-346?

17. Was the Conditional Sale Assumption Agreement dated May 11, 1964 and filed of record and recorded prior to the time you purchased said trailer, which is the basis of this suit?

18. Was the Retail Installment Contract filed of record and recorded prior to the time you purchased said trailer, which is the basis of this suit?


Forest A. Christian, Attorney for the Plaintiff

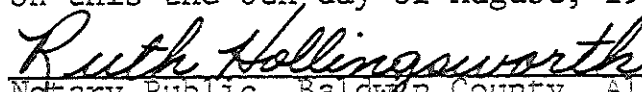
STATE OF ALABAMA,)
BALDWIN COUNTY.)

Before me, the undersigned Notary Public, within and for said State and County, personally appeared FOREST A. CHRISTIAN, who being first duly sworn, deposes and says as follows:

That he is the Attorney of Record for the Plaintiff in the above styled cause and that the answers of the Defendant to the Interrogatories propounded will, if truthfully made, be material evidence of the Plaintiff on the trial of said cause.


Forest A. Christian

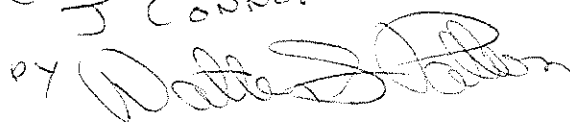
Sworn to and subscribed before me
on this the 6th day of August, 1966.


Notary Public, Baldwin County, Alabama



Ruth Hollingsworth
Notary Public
Baldwin County, Ala.
My Commission Expires March 2, 1970

I hereby this 8th day of
August, 1966 accept
service of the above.

J. Connor Owens, Jr.
BY 

FILED
AUG 8 1966
LEE A. RAY, CLERK
REGISTER

MOBILE HOME CREDIT CORPORATION

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

VS.

LAW SIDE. No. 6971

MILTON WILSON

ANSWERS TO INTERROGATORIES

Now comes MOBILE HOME CREDIT CORPORATION, plaintiff herein, and for answers to interrogatories propounded by the defendant, Milton Wilson, shows that:

Int. #1. Mobile Home Credit Corporation.

Int. #2. New Orleans, Louisiana.

Int. #3. Mobile Home Credit Corporation has never qualified to do business in Alabama, since it is not required to qualify.

Int. #4. New Orleans, Louisiana

Int. #5. H. D. Harrison, 4226 Chef Menteur Highway, New Orleans, Louisiana.

Int. #6. H. D. Harrison

Int. #7. No.

Int. #8. No.

Int. #9. None

Int. #10. No.

Int. #11. No.

Int. #12. None

Int. #13. Robert T. West, Vice President.

Int. #14. None

Int. #15. Seventeen

Int. #16. The only information we have regarding the ownership of Skyline Trailer Sales, is that it was a proprietorship of of Joe Fesmire.

Int. #17. No, except to state that all of our dealings were with Joe Fesmire, as his individual proprietorship.

Int. No. 18. Unknown.

Int. No. 19. Yes, we are the present owners and holder of the contracts referred to in the complaint filed in these proceedings, but refuse to furnish at this time copies of all instruments, applications and other matters in connection with this transaction, since in our opinion they are not relevant to the issue involved.

Int. No. 20. No.

Int. No. 21. No.

MOBILE HOME CREDIT CORPORATION

By: H. D. Harrison
H. D. HARRISON

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

H. D. HARRISON

who being duly sworn did depose and say:

That he is President of Mobile Home Credit Corporation, and that he has furnished answers to interrogatories propounded by defendant in this case, Milton Wilson, in accordance with the above, and that all of the answers thus furnished are true and correct.

H. D. Harrison
H. D. HARRISON

Sworn to and subscribed before me this 28 day of July, 1966.

NOTARY PUBLIC

CLARENCE F. FAVRET, JR.

Notary Public, Parish of Orleans, State of La.
My Commission is issued for life.

FILED

AUG 2-66

ALICE J. DUCK, CLERK
REGISTER

MOBILE HOME CREDIT CORPORATION, X
PLAINTIFF, X
VS: X
MILTON WILSON, X
DEFENDANT. X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 6971

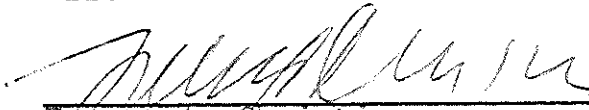
IN ANSWER TO MOTION TO REQUIRE
ANSWER TO INTERROGATORIES

Now comes the Plaintiff by his attorney and for answer to Interrogatory 19 propounded by the Defendant, shows that:

Interrogatory Number 19. Yes, we are the present owners and holders of the contracts referred to in the complaint filed in these proceedings. This is the answer given by the President of the Company.

In Addition thereto we are attaching copies of all instruments, applications and other matters in connection with this particular transaction.

ATTORNEY FOR THE PLAINTIFF


Forest A. Christian
P. O. Drawer 190
Foley, Alabama 36535

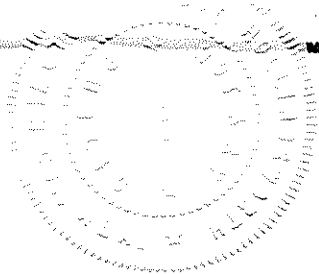
Sworn to and subscribed before me
on this the 23rd day of August, 1966.


Notary Public, Baldwin County, Alabama

Ruth Hollingsworth
Notary Public
Baldwin County, Ala.

My Commission Expires March 2, 1970

FILED
AUG 24 1966
CLERK
BALDWIN COUNTY, ALA.



BILL OF SALE

STATE OF ALABAMA,)

BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS, that I, HORACE O. POTTER, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to me in hand paid by HENRY D. AUSTIN, of 2400 Houston Avenue, Pensacola, Florida, receipt is hereby acknowledged do hereby GRANT, BARGAIN, SELL AND DELIVER one 1958 Marlette housetrailer eight (8) feet wide and 50 feet long, Serial No.305-888.

TO HAVE AND TO HOLD, unto the said HENRY D. AUSTIN the said housetrailer is free and clear of all encumbrances except a chattel mortgage held by the Mobile Home Credit Corporation, 4224 Chef Menteur Highway, P. O. Box 26147, New Orleans, Louisiana on which there is a balance due of TWO THOUSAND SEVEN HUNDRED THIRTY-THREE & 86/100 DOLLARS (\$2,733.86).

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24 day of March, 1964.

Horace O. Potter
Horace O. Potter (SEAL)
Horace O. Potter

STATE OF LOUISIANA,)

PARISH OF Plaquemine.)

I, the undersigned notary public, in and for said County and State, do hereby certify that HORACE D. POTTER, whose name is signed to the foregoing Bill of Sale, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Bill of Sale, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 24 day of March, 1964.

Affix Seal:

My Commission Expires:

at State

Coyne Williams
Notary Public
Plaquemine Parish, Louisiana

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TWO THOUSAND EIGHT HUNDRED SIXTY SIX 00/100 Dollars (\$ 2866.00)
and other valuable consideration, the receipt whereof is hereby acknowledged, SKYLINE TRAILER SALES,
does hereby sell, transfer and deliver unto HORACE O. POTTER (buyer) his right
title and interest in and to the following described vehicle:

Make and Model MARLETT 1968

Serial Number 350-995 Width 8 ft. Length 50 ft.

The said seller hereby warrants that he is the lawful owner of said vehicle; that it is free from all liens and incumbrances and that he will warrant and defend the title of same against claims and demand of all persons whomsoever except lien in favor of:

<u>MOBILE HOME CREDIT CORP. NEW ORLEANS LA.</u>	<u>\$5919.00</u>
Name	Amount
Address	

Signed this 25 day of JUNE, 1968

Signature H. O. Potter

2760 GOVT. BLVD. MOBILE ALABAMA
Address City State

Subscribed and sworn to before me this 25 day of June, 1968

Notary Public in and for Mobile County, Alabama

My commission expires My Commission Expires

MICHIGAN NATIONAL BANK CUSTOMER'S STATEMENT

IMPORTANT: Please answer each question.

DATE 6-23 1962

For the purpose of securing credit for the purchase of the articles mentioned below Undersigned makes the following representations.

New or Used	Year	Make or Trade Name	TRAILER COACH Length	Color and Model	Manufacturer's Serial No.	CAR PURCHASER IS DRIVING	
Used	1939	Marquette	50x7 3DR	Teal White	750-883	Make Ford	
						Anti. Owning \$1000	
						Year 1939 Body 4dr	
						Color Green/white	
						License No. 9-91502	
						State Issued Ala	
Print Purchaser's Name		HERBERT C. PATTEN					
Location Where Trailer Will Be Parked		PRIVATE LOT Baldwin GULF SHORES ALA					
Address Where Payment Book to Be Mailed		Box 41 Gulf Shores, Ala					
Home Address Previous						(Years)	(Months)
Age 25 White - Colored Single Married - Number of Dependents Including Wife 2 Total Monthly Income \$ 5700.00						Per An	
Date of Birth 11-24-1933		Where Born Louisville, N.C.		Draft Status			
Real Estate Holdings		Present Value \$		Mortgage \$			
Name Present Employer John Callaway		What Position Manager		(Years)		(Months)	
Business Address Foley, Ala		If in business for self, what type?		(Years)		(Months)	
Name Previous Employer		(Address)		(Years)		(Months)	
Wife's Given Name Emily		Employed By Natl Construction Co		Monthly Income \$ 210.00			
Name of Nearest Relative Outside of Immediate Family J. C. Patten		Townsend, N.C.		(City and State)			
Wife's Nearest Relative Mrs. John H. Patten		1006 Lakewood Boulevard		(City and State)			
Additional Relatives or Close Friends		(No. and Street)		(City and State)			
Fraternal Orders, Unions or Life Insurance with		(No. and Street)		(City and State)			
Name of Bank Where You Deposit State Bank of Alabama		Branch		Alabama Ala			

LIST BELOW INSTALLMENT OBLIGATIONS NOW OWING (If None, State "None")

Name and Address	UNPAID BALANCE	AMT. MO. INSTAL.
<i>L. M. a. c. Violet E. Peters Mobile Ala.</i>	\$	\$ 9.46
<i>Cumulative Service Center Gulf Shores Ala.</i>		

First Trade Reference	<i>Bank of Alberta</i>	(Address)	<i>Alberta Alta</i>
Second Trade Reference	<i>Bank of Montreal</i>	(Address)	
Third Trade Reference		(Address)	
Purchased last Car From	<i>Baldwin Motor Co. St. John's, Nfld.</i>	Financed By	<i>Bank of Montreal</i> Year <i>1962</i>

Insurance Coverage:

Note: The financing of this transaction is subject to the Purchaser obtaining acceptable insurance for the full term of the contract protecting the Bank against (1) Fire, Theft, Windstorm, Hail, Tornado, Flood and combined additional coverage and (2) Accidental Collision or Upset and Wrongful Conversion, Embezzlement or Secretation (Vendor's Single Interest).

- (a) ☐ Purchaser will secure the above insurance coverage.
(b) ☐ Purchaser authorizes and requests the Bank to obtain such insurance coverage.
Purchaser will check (V) (a) or (b) above.

I Prefer My Payments

To Fall Down on The

THE ABOVE INFORMATION IS TRUE AND CORRECT

There is no agreement, arrangement or understanding regarding any purchase, down-payment

Note: The financing of this transaction is subject to the Purchaser obtaining acceptable insurance for the full term of the contract protecting the Bank against (1) Fire, Theft, Windstorm, Hail, Tornado, Flood and combined additional coverage and (2) Accidental Collision or Upset and Wrongful Conversion, Embezzlement or Secretation (Vendor's Single Interest).

(a) ☐ Purchaser will secure the above insurance coverage.

(b) ☐ Purchaser authorizes and requests the Bank to obtain such insurance coverage.

Purchaser will check (V) (a) or (b) above.

THE ABOVE INFORMATION IS TRUE AND CORRECT

There is no agreement, arrangement or understanding regarding my purchase, down-payment or payments except as contained in the contract which I have executed.

Purchaser's Signature James M. Potter

Cash Delivered Price - - - - - (1) \$266.00

Accessories, Taxes, etc. - - - - - (2) \$ 56.00

Insurance - - - (see Ins. charts)		<u>Total 1 and 2</u>	\$2,286.00
-----------------------------------	--	----------------------	------------

Fire, Theft, and Combined Additional Coverage, as

authorized - - - - - 2025-45.00

Above coverage and \$50.00 Deductible Coll. (Optional) \$ 50.00 10.00

V.S.I. Conversion, Collision, etc. (See above)

Total (1, 2 and 3) (4) \$3101.00

Net Amount of Trade-in \$..... plus Actual Cash \$ 301.00 (5) \$ 301.00
(On or before delivery)

Unpaid Balance	(5)	\$2200.00
(Subtract item 5 from item 4)		

Finance Charge (on item 6) (see Rate sheets) - - - - - (7) \$ 117.00

Deferred Balance (8) \$ 3919.00

Payable \$ 64.30 per month for 60 months.

TO INCLUDE LIFE, HEALTH AND ACCIDENT INSURANCE,
COMPLETE THE FOLLOWING (optional):

Life, Health and Accident Premium (see Rate sheets) - - - - (9) \$_____

Finance Charge (on item 9 only) " " " " " " " " (10) \$.....

Deferred Balance Including Purchaser's Protection Insurance - - (11) \$.....
(Add Items 8, 9 and 10)

Payable \$..... per month for months.

Dealer Mustang Lincoln Sales City Midvale State Utah

WHEN INCLUDING
LIFE, HEALTH AND
ACCIDENT INSURANCE

To obtain correct figures for completing sales contract, it is necessary to:

Add Total of \$

Total: \$

~~504~~ (5) \$.....

NEW
UNPAID
BALANCE \$.....

Total \$.....

New
Deferred
Balance \$.....

FOR BANK'S USE

Credit Rating

References

Form

Letter

Processed

From

MICHIGAN NATIONAL BANK CUSTOMER'S STATEMENT

IMPORTANT—Please answer each question

NEW or USED	YEAR	MAKE OR TRADE NAME	LENGTH AND WIDTH	MODEL	MANUFACTURER'S SERIAL No.
USED	1958	MARLETTE	50X8	38RCK	350-888

Print Purchaser's Name HENRY D. AUSTIN SR.

Location Where Trailer Will Be Parked NELSON'S COTTAGES FORT MORGAN RD. GULF SHORES FLA.

Address Where Payment Book to Be Mailed 2400 HUSTON AVE. PENSACOLA, FLA.

Home Address Previous	Years	Months
NONE		

Age	White	Colored	Single	Married	No. of Dependents Incl. Wife	Present Draft Status	Total Monthly Income
41	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	4		\$422.00

Name Present Employer CIVIL SERVICE Employer's Address NEES, PENSACOLA Position Held WELDER Years 21 Months

Previous Employment NONE Address Position Held Years Months

Wife's Name HELEN Employed By NONE Monthly Income Years Months

Name of Nearest Relative IDA AUSTIN RT8 BOX 871 PENSACOLA FLA

Name of Wife's Nearest Relative W. A. RIGGINS 1007 N. 57th AVE MYRTLE BEACH, FLA.

Name of Relative Or Friend WARRINGTON BANK WARRINGTON, FLA. SAVINGS ACC.

Name of Bank Where You Deposit No. and Street BRANCH City and State ADDRESS

LIST BELOW INSTALLMENT OBLIGATIONS NOW OWING (IF None State "None") ALSO LIST TRADE REFERENCES

OBLIGATION	UNPAID BALANCE	AMT MONTHLY PAYMENT
WARRINGTON BANK (LOAN)	CLOSED	
DEARS ROBUCK CO. 105 S. PALM FOX PENSACOLA	MT. 400.00	36.00 MO.
PERSONAL FINANCE 192 N. PALM FOX PENSACOLA	350.00	34.27 MO.
CIF BANK PALM FOX (LOAN)	36.00	12.00 MO.
U. PENSACOLA BANK (MRS. HELEN AUSTIN) (LOAN)	200.00	CLOSED

Insurance Coverage: MERBLERS JEWELRY PENSACOLA (CLOSED)

Note: The financing of this transaction is subject to the Purchaser obtaining acceptable insurance for the full term of the contract protecting the Bank against (1) Fire, Theft, Windstorm, Hail, Tornado, Flood and combined additional coverage and (2) Accidental Collision or Upset and Wrongful Conversion, Embezzlement or Secretation (Vendor's Single Interest).

(a) ☐ Purchaser will secure the above insurance coverage.

(b) ☐ Purchaser authorizes and requests the Bank to obtain such insurance coverage. Purchaser will check (V) (a) or (b) above.

I Prefer My Payments
To Fall Due on The
.....of Each Month.

THE ABOVE INFORMATION IS TRUE AND CORRECT

There is no agreement, arrangement or understanding regarding my purchase, down-payment or payments except as contained in the contract which I have executed.

Purchaser's Signature Henry D. Austin

CASH DELIVERED PRICE—Incl. Optional Equip. (1) \$ _____
SALES TAX (2) \$ _____

FOR BANK USE ONLY

Total (1 & 2) _____

INSURANCE—

- ☐ FIRE, THEFT, CAC. (Full Term) _____
- ☐ VSI CONVERSION, COLLISION, ETC. _____
- ☒ FIRE, THEFT, CAC & VSI — (24 Month Premium) A. _____
- Monthly Ins. Escrow for Remaining Prem. B. _____
- ☐ PERSONAL CONTENTS _____
- ☐ 50-100.00 DEDUCTIBLE _____

WHEN INCLUDING
LIFE OR LIFE, HEALTH
& ACCIDENT INSUR-
ANCE, ADD FIGURES 3
& 9 TO OBTAIN TOTAL
INSURANCE FIGURE.

(3) _____

- Indemnification or Secretation (Vendor's Single Inter-
(a) ☐ Purchaser will secure the above insurance coverage.
(b) ☐ Purchaser authorizes and requests the Bank to obtain such insurance coverage.
Purchaser will check (V) (a) or (b) above.

I Prefer My Payments
To Fall Due on The
.....of Each Month.

THE ABOVE INFORMATION IS TRUE AND CORRECT

There is no agreement, arrangement or understanding regarding my purchase, down-payment or payments except as contained in the contract which I have executed.

Purchaser's Signature Henry D. Luster

CASH DELIVERED PRICE—Incl. Optional Equip. (1) \$
SALES TAX (2) \$

FOR BANK USE ONLY

Total (1 & 2) _____

INSURANCE—

- ☐ FIRE, THEFT, CAC, (Full Term) _____
☐ VSI CONVERSION, COLLISION, ETC. _____
☐ FIRE, THEFT, CAC & VSI — (24 Month Premium) A. _____
Monthly Ins. Escrow for Remaining Prem. B. _____
☐ PERSONAL CONTENTS _____
☐ 50-100.00 DEDUCTIBLE _____

(3) _____
TOTAL 1, 2, 3.....(4) _____

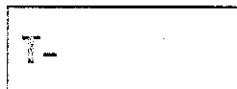
TRADE IN. _____ CASH _____ TOTAL DOWN PAYMENT(5) _____
Description _____ UNPAID BALANCE(6) _____
TIME PRICE DIFFERENTIAL(7) _____
DEFERRED BALANCE(8) _____
LIFE OR LIFE HEALTH & ACCIDENT PREMIUM.....(9) _____
TIME PRICE DIFFERENTIAL (On Item 9 Only).....(10) _____
DEFERRED BALANCE(11) _____

REPAYMENT SCHEDULE—With Escrow Insurance

Pay't Per Month _____ Payable _____ Per Month For _____ Months, Plus
Monthly Ins. Escrow _____ B _____ Per Month For 12 Months.
TOTAL _____

REPAYMENT SCHEDULE—With Full Term Insurance

PAYABLE _____ PER MONTH FOR _____ MONTHS.



DEALER _____ CITY _____ STATE _____

WHEN INCLUDING
LIFE, OR LIFE, HEALTH
& ACCIDENT INSUR-
ANCE, ADD FIGURES 2
& 9 TO OBTAIN TOTAL
INSURANCE FIGURE.

\$ _____

ADD FIGURES 7 & 10 TO
OBTAIN TOTAL TIME
PRICE DIFFERENTIAL.

\$ _____

FOR BANK'S USE

Credit Rating
Floor Plan
Form
Letter
Processed
Date:

Filing Copy

Assumption Agreement

CONDITIONAL SALE

6/11/64 9:00 A
452 Account No. 591

By agreement dated June 26, 1962, 1962, the undersigned
Horace O. Potter purchased from
Skyline Trailer Sales (ORIGINAL PURCHASER(S))
Mobile, Alabama (CITY OR TOWN) of
the following described
trailer coach: (STATE)

NEW OR USED	YEAR	MAKE OR TRADE NAME	LENGTH AND DESCRIPTION	COLOR AND MODEL	MANUFACTURER'S SERIAL NO.
Used	1958	Marlette	50' x 8' 3 br.	Turquoise/ White	350-883

The purchase was made by conditional sale contract and the contract and the rights and interests in said trailer coach
accorded by the contract are now owned by Mobile Home Credit Corporation.

As of this date, there remains unpaid under the contract, and the promissory note executed in connection therewith, the sum
of \$ 2612.40, which is payable at the Mobile Home Credit Corporation in 40 remaining monthly
installments of \$ 65.33 each (plus a final installment to equal the balance then remaining unpaid), on the same date
of each month. The next payment is due and payable April 5, 1964.

Undersigned original purchaser (the singular being intended to mean and include the plural wherever applicable in this agree-
men) hereby sells, assigns and transfers all of his right, title and interest in the above described trailer coach and in the contract
to Henry D. Austin, Sr. (NEW PURCHASER)

Undersigned new purchaser, in consideration of such assignment and of the agreements of the parties, assumes and agrees to
pay the above sum in the manner provided in such contract and to perform all other agreements, covenants, obligations and condi-
tions thereof and of the promissory note executed in connection therewith, and, if so requested by the Corporation, to execute a new
promissory note as evidence, but not as payment, of the obligation hereunder assumed.

Undersigned new purchaser acknowledges receipt of a true and complete copy of the original conditional sale contract, all of
the terms, conditions, statements and provisions of which (except as herein expressly modified) are incorporated herein by reference
with the same force and effect in all respects as if the same were here again set forth in full and in the same form, that he has
read and knows the contents thereof, and agrees to be bound thereby to the same extent as if he had been the original purchaser
and had properly executed the original instruments.

Undersigned new purchaser acknowledges that the *
to said trailer has been transferred to him and that he has made proper application for title (or the equivalent thereof recognized
by the state in which this agreement is made) in his own name. He further acknowledges that the trailer is in his possession.

Undersigned dealer recommends and approves of this assignment and, by executing this agreement, renews all representations
and warranties made in his original assignment of the contract to the Corporation; renews his qualified endorsement of the original
note; agrees, if requested by the Corporation, to endorse similarly a new note to be executed by the new purchaser; agrees separately
that he will at any time upon demand repurchase from Mobile Home Credit Corporation the trailer described in this agreement for the
amount then remaining unpaid; agrees to save the Corporation harmless from any loss or damage resulting from its reliance on any
representations or warranties made by him in this or any other agreement; agrees that the undersigned original purchaser be relieved
of all further liability. He further represents that the assignment is designed solely to avoid potential loss and is not for the purpose
of furthering another sale to the original purchaser.

Mobile Home Credit Corporation by executing this agreement (and no part of the agreement shall be effective unless and until
it is so executed by the Corporation), agrees to the assignment, to the substitution of the new obligor, and to the release of the
original purchaser from all further liability, except as to any rights of other persons which have accrued since the date of the
original sale by the act or default of the original purchaser.

New purchaser had read the foregoing agreement as well as the original contract after all the blanks have been filled in, and
there are no understandings, agreements, representations or warranties, express or implied, not specified herein or in the original
contract, respecting the trailer herein described or the terms and conditions of the sale.

Executed in quadruplicate this 11th day of May, 1964

Horace O. Potter (ORIGINAL PURCHASER) } Box 41, Gulf Shores, Alabama (ADDRESS)

Henry D. Austin, Sr. (NEW PURCHASER) } 2400 Houston Ave., Pensacola, Fla. (ADDRESS)

SKYLINE TRAILER SALES (DEALER) } 3001 Government Blvd., Mobile, Ala. (ADDRESS)

By John F. Fumelle Its Owner

MOBILE HOME CREDIT CORPORATION
By J. D. Harrison Its President

Date May 11, 1964

*Insert. "Certificate of Title", "Certificate of Ownership" or whatever document is applicable for the proper state.

NEW PURCHASER MUST ACKNOWLEDGE

STATE OF Alabama ss.
COUNTY OF Mobile

On this 12 day of May, 1964, before me personally appeared
Henry D. Austin, Sr. personally

(NAME OF NEW PURCHASER—AND WIFE, IF SHE SIGNS)
known to me to be the same person(s) whose name(s) is (are) subscribed to the within instrument as New Purchaser, and being
duly sworn, he (they) acknowledged the execution and delivery of the within instrument as New Purchaser and that
such execution was his (their) free act and deed.

Notary Sign here Carleton L. Newton

Notary Public Mobile County

Notary Public Alabama Parish

State of Alabama
My commission expires Dec. 5, 1964

Fill In Reverse Side

MAKE FIVE COPIES
(GILING COPY)

RETAIL INSTALLMENT CONTRACT

PERS
PROP

MHCC 3-4-61

175 PAGE 345

The undersigned Buyer (whether one or more) does hereby purchase from the undersigned Seller, subject to the terms and conditions hereinafter set forth, the following trailer, complete with all attachments and equipment, including any hereafter added, delivery and acceptance of which is hereby acknowledged by me, viz.:

New or Used	Year	Make or Trade Name	Length and Description	Color and Model	Manufacturer's Serial No.
Used	1958	Marquette	5-07-2 TRAILER COACH	Light Blue 2 EP	350-883

STATEMENT OF TRANSACTION

1. Cash Price	\$2856.00	6. Principal Balance Owed and Payable in Installments (Total of Items 3, 4, and 5)	\$2800.00
2. Down Payment	\$301.00	7. Finance Charge (Time price differential)	\$119.00
Cash	\$	8. Time Balance (Items 6 and 7)	\$2919.00
Trade-in Allowance	\$	9. Payment Schedule:	
Make	Year	60 equal monthly installments of \$65.93	
Model	Serial No.	each, payable the same date of each month beginning 10/1/62	
Other Credits	\$	provided that the final installment shall equal the time balance then remaining unpaid.	
3. Unpaid Cash Price Balance	\$2555.00	10. Time Sale Price	\$
4. Cost of Insurance (procured by Holder as authorized by Buyer):			
Fire, Theft and Combined Additional Coverage	\$195.00		
Without Collision	\$		
With \$50 Deductible Collision	\$		
Vendor's Single Interest (Collision and Embezzlement)	\$50.00		
Life and Disability (Restricted—)	\$		
Total Cost of Insurance	\$		
5. Official Fees	\$		

(Warning. The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others.)

Buyer agrees to pay the time balance (Item (8) in the above schedule) at the office of Mobile Home Credit Corporation (New Orleans, Louisiana) as provided in the payment schedule set forth as Item (9) above. For each payment which Buyer fails to pay within 10 days after it becomes due, he may be required to pay a default charge of 5% of the amount in arrears, or \$5.00, whichever is lesser, but in any event not more than the maximum default or delinquency charge permitted by law. If this contract be placed with an attorney for collection, Buyer agrees also to pay as attorney's fee 15% of the amount due hereunder, but not more than the maximum amount permitted by law. Acceptance by Seller or assigns of the promissory note executed in connection herewith shall not be considered as payment.

It is also agreed:

1. The above described trailer shall at all times be and remain personalty and the title to said trailer shall remain vested in the Seller until this contract shall have been fully performed by Buyer; title to all equipment, radios, heaters, tires, accessories and parts now attached to said trailer shall immediately vest in the holder of this contract upon like terms and conditions and such property shall be included in the term "trailer" whenever used herein. Any assignee shall be entitled to all of the rights of the Seller.

2. Time is of the essence of this contract and in the event Buyer defaults on any payment, or fails to comply with any provision herein, or (except where insecurity is not a legal basis for default) Seller, for any reason wholly within his or its discretion, deems himself or itself insecure, then the Seller, at his or its option, may elect (1) to declare the entire sum remaining unpaid hereunder immediately due and payable and sue therefor, thereby vesting absolute title in Buyer, or (2) to repossess said trailer without notice, demand or legal process if repossession may be made without breach of the peace, and may enter upon the premises where said trailer may be and remove and hold the same absolutely as the property of Seller (together with any other personal property therein, until demanded by Buyer). In such latter event Buyer agrees to deliver possession of said trailer to Seller who shall retain all payments made by Buyer as and for the rental and depreciation of said trailer. In case of repossession and sale of said trailer for default in payment of any part of the total time price, all sums paid on account of such price and any sums remaining from the proceeds of the sale of such repossessed trailer, after deducting the reasonable expenses of such repossession and sale, shall be applied in reduction of such price and, if the net proceeds of such sale exceed the balance due on such price, the excess shall be paid to the Buyer. Except where contrary to law, any sale after repossession may be private or public, without notice and without having the trailer at the place of sale.

3. Buyer shall not remove said trailer from the county where he now resides without the written consent of the Seller or assigns, nor use the same for any unlawful purpose, nor sell, encumber nor permit any liens to be incurred against the same. Buyer shall, at his own expense, maintain said trailer in as good condition as he received it, shall be liable for all loss or damage to the same and he shall give the Seller immediate written notice of any such loss or damage.

4. Buyer shall insure said property against fire, theft and other hazards (combined additional coverage) to protect the Buyer and the Seller or other Holder hereof. Buyer shall also insure said property against accidental collision or upset or wrongful conversion, embezzlement or secretion (vendor's single interest) to protect the Holder hereof. Buyer has the option of procuring such insurance or authorizing the Seller or other Holder hereof to procure the same at the Buyer's cost and expense. In the event that Buyer authorizes the Holder hereof to procure such insurance or if the Buyer fails to procure such insurance satisfactory to the Holder hereof such insurance aforesaid, shall be procured by the Holder hereof and the cost thereof shall be added to and become a part of the purchase price. The proceeds of any insurance whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of the Seller or other Holder hereof. Buyer also understands that the purchase of life, health and accident insurance to further protect him during the term of this contract is optional with him.

5. Any extension of time in which to pay any installment granted to Buyer by Seller or assigns, shall not be construed as an election of remedies hereunder, and shall not operate to prejudice or waive any right to enforce the full and strict performance of this contract. Buyer waives all benefits of valuation, appraisal and exemption laws.

6. Buyer acknowledges notice of intended assignment of this contract and agrees that such assignee shall be entitled to all the Seller's rights hereunder. Buyer agrees that he has not dealt with the Seller as the agent of the assignee for any purpose whatsoever, and that all claims against the Seller with respect to the sale evidenced hereby are to be settled directly with the Seller, and further agrees not to set up any claim against Seller as a defense, counterclaim, set off or otherwise to any action for payment or possession brought by the assignee on this contract.

7. Upon full payment of the balance due and performance by Buyer of all conditions and acts required of him hereunder, title to the above described trailer shall automatically pass to Buyer and Seller shall, upon request, furnish evidence of satisfaction hereof.

8. Any provision of this contract prohibited by law of any state or held invalid in any state shall as to such State be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions hereof.

9. It is the intention of the parties hereto that all matters relating to the execution, interpretation, validity and performance of this contract shall be governed by the laws of the state in which the Buyer now resides, which is the state indicated below.

Buyer has represented to Seller that he is 21 years of age or over, and Seller, in entering into this contract, has relied upon such representation.

Buyer has read the foregoing contract after all blanks have been filled in and there are no understandings, agreements, representations or warranties, express or implied, not specified herein, respecting the said trailer or the terms and conditions of the sale above mentioned.

Executed in quintuplicate this 2 day of June, 1962
(Do not execute on Sunday or Legal Holiday)

THIS IS A RETAIL INSTALLMENT CONTRACT

Notice to Buyer — Do not sign this contract before you read it and if it contains blank spaces. You are entitled to a completely filled in copy of this contract before you sign it.

Under the State law regulating installment sales, you have certain rights, among others:

- (1) To pay the amount due in advance and obtain a partial rebate of the credit service charge;
- (2) To redeem the property if repossessed for a default;
- (3) To receive, under certain conditions, a resale of the property if repossessed.

Buyer acknowledges receipt of an executed copy of this contract with all blanks filled in.

BUYER'S SIGNATURE: Karace O Potter

WIFE: Emma O Potter

RESIDENCE OF BUYER: Box 41, Dubuque, Iowa

STATE OF _____
COUNTY OF _____ } ss.

On this _____ day of _____, 19____, before me personally appeared

_____, personally known to me to be same person(s)
whose name(s) is (are) subscribed to the within instrument as Buyer, and _____

_____, personally known to me to be the same person whose name is subscribed to the within instrument as Seller (or as
_____, of Seller), and being duly sworn, they acknowledge the execution

by signing and delivery of the within instrument in the capacities indicated, and that such execution was the free act and deed of
each of them respectively.

NOTARY
SIGN HERE

(Seal of Notary)

Notary Public _____ County.

State of _____

My commission expires: _____

PERS
PROP

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State of _____ }
County of _____ } ss.

INDIVIDUAL ACKNOWLEDGMENT

On this _____ day of _____ A. D., 19____, before me, the undersigned, a Notary Public in and for said County, State
of _____, personally appeared _____
to me personally known
to be the identical person named in and who executed the within instrument and acknowledged that _____ executed the same as
_____ voluntary act and deed.

Claude J. Rad
Notary Public in and for said County and State

My Commission Expires May 2, 1966

SELLER'S WARRANTIES AND ASSIGNMENT

To, Mobile Home Credit Corporation (New Orleans, Louisiana)

The undersigned represents and warrants that the within contract, the note and all accompanying documents are genuine,
properly executed, and that any statements made therein are true and shall continue to be true; that said contract arose from the
conditional sale of the within described trailer, which trailer is as represented to the Buyer by the undersigned; that the title to said
trailer is now vested in the undersigned free of all liens and encumbrances except the interest of the within Buyer; that the under-
signed has the right to assign such title and such contract; that the terms and execution of the within contract are in compliance
with all applicable laws, rules and regulations of the state and any agency or political subdivision thereof; and that all taxes or fees
applicable to such transaction or to the instruments evidencing same have been properly and timely paid. The undersigned warrants
that the down payment made by Buyer as indicated on the Statement of Transaction was in cash or trade-in, and not its equivalent,
and does not directly or indirectly represent a loan from Seller to Buyer; and that the Buyer is 21 years of age or older.

For value received, the undersigned does hereby sell, assign and transfer to the Mobile Home Credit Corporation (New Orleans,
Orleans Parish, Louisiana) his, its or their right, title and interest in and to the within contract and the trailer covered thereby and
authorizes said Mobile Home Credit Corporation to do every act and thing it deems necessary or proper to collect and discharge
the same.

SIGNATURE OF
SELLER

BY John F. Freeman

ITS

(Date)

STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

JUL 20 8 38 AM '62

RECORDED & INDEXED
MOBILE CO. ALA.
JUL 20 1962

JUDGE OF PROBATE

MISTAKES cause DELAYS

Re-examine

- all Signatures
- all Spaces
- all Figures
- all Dates
- all Affidavits

Fill in Reverse Side

PLACE OF BUSINESS

1000 Mobile Homes
280
50

600
1000
638218

PERS
PROP

175 PAGE 345

CP

reptw in Sales

Horace O. Potter
Maf

29

Mobile Home
Credit Co

Mail Receipt
Mobile Home

Mail

Mobile Home Credit
Corp

RD Box 26157

New Orleans, La

MOBILE HOME CREDIT CORPORATION,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
MILTON WILSON,)	
)	LAW SIDE. NO. 6971.
Defendant.)	

MOTION TO REQUIRE ANSWER TO INTERROGATORIES:

Now comes the Defendant, Milton Wilson, by his Attorney, and shows unto this Honorable Court as follows:

1. That the Defendant herein filed Interrogatories in this cause and made affidavit as required by law that the Interrogatories propounded therein were material evidence of the Defendant in said cause; that among said Interrogatories propounded to the Plaintiff, Mobile Home Credit Corporation, was the following Interrogatory:

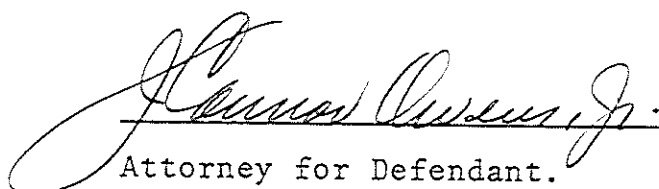
"19. Are you the present owner and holder of those contracts referred to in the complaint filed in this cause, and if your answer is in the affirmative, please attach copies to your answers of all instruments, applications and other matters in connection with this particular transaction."

2. That Mobile Home Credit Corporation, by and through H. D. Harrison, as its President, answered Interrogatory numbered 19 as follows:

"Int. No. 19. Yes, we are the present owners and holder of the contracts referred to in the complaint filed in these proceedings, but refuse to furnish at this time copies of all instruments, applications and other matters in connection with this transaction, since in our opinion they are not relevant to the issue involved."

WHEREFORE, the Defendant moves this Honorable Court to require the answer to Interrogatory numbered 19 in full or to direct a non-suit or judgment for the Defendant if no full answer be made to said Interrogatory No. 19 within the time set by this Court.

FILED


Attorney for Defendant.

AUG 10 1966
ALICE L. BARK, CLERK
REGISTER

I, the undersigned J. Connor Owens, Jr., the attorney of record for the Defendant in the above styled cause, hereby certify that I have this day forwarded a copy of the foregoing motion to Forest A. Christian, the attorney of record for the Plaintiff in the above styled cause, by United States Mail, properly addressed, with postage prepaid, this 8th day of August, 1966.

J. Connor Owens, Jr.

FILED

AUG 10 1966

ALICE I. BURN, CLERK
REGISTER