| AUTOMOBILE DISCOUNT CENTER, INCORPORATED, a corporation | X x | IN THE CIRCUIT COURT OF |
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| PLAINTIFF | X Y | BALDWIN COUNTY, ALABAMA |
| VS. | i Ž | AT LAW |
| BILLY RAY JACKSON, | Ĭ | NO. 12992 |
| DEFENDANT | | NO. <u>127.72</u> |

1.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED THIRTY-EIGHT AND 60/100 DOLLARS (\$338.60), balance due on a promissory note made by him on the 28th day of September, 1965 and payable in 13 installments, the first installment in the amount of ONE HUNDRED DOLLARS (\$100.00) due October 5, 1965 and 12 monthly installments of FORTY-EIGHT AND 30/100 DOLLARS (\$48.30) thereafter, with interest after maturity at 8% per annum until paid. The Plaintiff avers that the Defendant defaulted in payment of the installment due April 5, 1966 and all subsequent monthly installments and that the whole balance has become due and payable. The Plaintiff claims interest at the rate of 8% per annum from April 5, 1966; this being provided in the terms of the note. The Plaintiff further avers that the Defendant agreed in said promissory note to pay all expenses including a reasonable attorneys fee incurred in collecting the same, and the Plaintiff claims a reasonable attorney fee in the amount of \$50.00.

WILTERS, SRATTLEY & NESBIT

By: Attogney for Plaintiff

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| Circui | t Court, | Baldwin | County |
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| No. 6992 Page | Defendant lives at |
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| Baldwin County | |
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| AUTOMOBILE DISCOUNT CENTER, | TAVIOD HOUSE |
| / INC., a corporation | SHERIFF Sheriff I have executed this summons |
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| Defendants | Billy Pay Jardison |
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| WILTERS, BRANTLEY & NESBIT | 1 0 01.10- |
| Plaintiff's Attorney | Sheriff |
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| Defendant's Attornay | ROM KOMAN Deputy Sheriff |

| COUNTY OF MO | · ·= | CO | | SALE AGREEM | ENT | |
|---|---|---|--|--|--|--|
| This Agre | MOBILE DISCO | 28 day of | | | between | |
| | (Dealer's Nam | e) | TER, INC. | 1451 Davis Ave | Mobile, Ala (Dealer's Address) | hereinafter called the |
| "Seller", or its a | ssigns or successors. | - | | | | |
| (Purch | Paser's address) | te l Box | ### 27 | Daphne, A | la . | Baldwin |
| Purchaser its present conditi | the "Purchaser" hereby acknowledges ion, purchaser having | delivery and | acceptance of the f | (County) ollowing described motor | Vehicle together with all | (State) the equipment thereon in s are made other than are thous hereinafter set forth. |
| contained in this | written instrument, w | hich motor veh | icle the purchaser b | ehicle and asserts that no cuys and the seller sells ur | warranties or guaranties der the terms and condi- | the equipment thereon in are made other than are lions hereinafter set forth |
| Year | Mak | e | Type of Body | Model | Mfg's Serial No. | Motor No. |
| 1707 | VDIKS- | wagon | Z Dr. | Model | 2210 4+ | |
| The purchaser ag | rees to pay for said r | notor vehicle, t | the sum of | | 1 | 6 519.00 |
| of which sum the | purchaser has this d | ay paid to the | seller; cash | 2 0 - 2 | (\$ |) |
| Total down paym | n allowance on car tr ent | aded in: | 5 | 7 Cad. | (\$ 20 °C | 1.99 772: 679 69 |
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| in 2 mo | nthly installments of | /4: | N | | | (+ |
| The first installments bearing | ent to be due and pa ng interest after mati | yable on the irity at 8% per | Oct. day of annum until paid | 5th Of Oct. | 19 65 and eac | ch month thereafter, said s evidence of the amounts ith and maturing on the |
| due dates of said | reunder and not as pa respective installmen | yment) made t ts and being p | by the purchaser to ayable at the office | the order of the seller.] | pearing even date herew | s evidence of the amounts ith and maturing on the |
| debtedness may be injury or destruct | e negotiated or assign ion of said car shall i | sener until all led or the payr not release pur | amounts due hereu nent thereof renew chaser from the na | nder are fully paid in cash ed or extended without pa | . Said promissory note mussing of title to said car t | ade in evidence of the in- to the purchaser. The loss, ument separate and apart |
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| any interest therei | in. Purchaser shall rain. Purchaser shall parchaser shall part or charge against or | iot sell, lend, n ly all taxes and upon said car | nortgage, assign, en d fees of every nat Burchaser at his as | -cumber, secrete, lose pos are in connection with sa | session of or dispose of side car. Purchaser shall | dress without the written aid car of this contract or not suffer or permit any seller, if it so elects, to terms as seller may elect. |
| protect its interest The purch | in said car may caus aser agrees to keep ti | e said car to be | repaired and purch | haser agrees to pay seller | car in good repair, but the cost thereof on such | seller, if it so elects, to terms as seller may elect. |
| tinue and renew | coid inclination of the | urchase price | is iuuy paid, payab | le to and to protect the in | iterest of the college and | thic to the seller for less |
| ing passengers or a ing liquors of any | goods for hire, nor to nature, kind or descr | said car for hi use said car, or iption, or liquo | re nor use it or allow allow it to be used its, the transportation | ow it to be used by others, for the purpose of trans | as a public conveyance. porting or carrying, for hi | or for hire, or for carry- |
| purpose, while this ted for any cause l | contract is in force a by either State or Fed | nd effect; and i leral authoritie | in the event said cars, the purchaser ag | is confiscated, or confisc rees to pay all costs of su | by any Federal or State : ation proceedings agains tch proceedings including | Law, or for any unlawful t it attempted, or intsitu- |
| liquors or narcotic If purchase | s or any violation of er should fail to pay s | the Internal Re | ugs. Furchaser here venue Act of any S installment thereov | by states that he has no state or the United States. | t been arrested for the | or for hire, or for carry- ire or othewise, intoxicat- Law, or for any unlawful t it attempted, or intsitu- g a reasonable attorney's handling of intoxicating |
| surance company s any execution, atta | shall cancel or give no achment or other write | tice of intention should be levi | n to cancel as again led on the car here | is of the cost of any repair ist purchaser any policy of in described or on any of | s to said car or breach to of insurance required or f purchaser's property or | handling of intoxicating his contract, or if any in- requested by seller, or if r if a petition under the sier should be appointed, hall become immediately ssion, of said car and all nd may enter any premcaused thereby, and the storage, seller may use ounts paid thereon which ause of damages to said ser, and seller shall have aived by purchaser. Such expenses, liens, storage, blus, if any, shall be paid |
| or if for any other due and payable at | reason seller should of t seller's option, toget | reor should be leem itself or s her with a reas | filed by or against aid car insecure, the conable attorney's fe | purchaser or a receiver of full amount of the purchaser or his | of the property of purchashase price then unpaid s | iser should be appointed, hall become immediately |
| equipment, accesso ises therefore with | ries or repairs thereo out notice or demand | o, which shall to purchaser an | d without legal pro- | ponent part thereof, whereas, and purchaser waive | sentative may take posse rever it may be found, a s-all claims for damages | ssion, of said car and all nd may enter any prem- |
| purchaser's license shall be considered | plates. Said car may I for the reasonable u | be retained by se of said car. | seller, if seller is the and purchaser shall | ar from point of reposse te holder of said note, toget pay to seller any corts | ssion to seller's place of ther with any and all am | storage, seller may use ounts paid thereon which |
| the right at any pu | be sold at private or ablic sale to purchase ale may be held before | public sale with said car the san | nout being at the plane as any other per | ace of sale, and with or son, and all laws governing | without notice to purchase such sale are hereby w | ause of damages to said ser, and seller shall have aived by purchaser Such |
| and an attorney's r to purchaser; and i | easonable fee paid or in case of a deficiency | incurred by the | e seller, shall be an enants to pay forth | suit. The proceeds of a plied to the amount due of with the amount thereof of any other property in y responsibility or liability and no legal proceedings. | my sale, after deducting on said note, and the surp to the holder of said mo | expenses, liens, storage, lus, if any, shall be paid |
| repossession and h | old the same tempora | rily for the pu | may take possession urchaser without an | of any other property in y responsibility or liabilit | the above described mot y on the part of the selle | or vehicle at the time of er or its assigns. |
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| any further remedy | which he may have a of this agreement. | hereunder. An | y rearrangements g | ranted purchaser shall no | ot be considered a waive | r of any right of seller. |
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| gestion is made by sonable attorney's | defendant in said actifies for the services of | on to have asc f plaintiff's att | ertained the unpaid orney in such actio | tion in detinue is brought balance of the purchase in n shall be added to and co ained to be due. The pur ect the security herein de id repossession, including liens, engumbrances on a | to recover said car under price of said car, the pure unsidered a part of the un | this contract and a sug- chaser agrees that a rea- |
| ney is employed to purchaser further a | enforce any of the congress in the event of | e paid as a par ovenants herein repossession to | t of the debt ascert contained, or prot pay all costs of sa | ained to be due. The pur ect the security herein de id repossession including | chaser further agrees the scribed, to pay a reason | it in the event an attor- able attorney's fee. The |
| a breach of this co | ntract. | | • · · · · · · · · · · · · · · · · · · · | , one and mices of or | mer crimikes and presen c | I said warranty shall be |
| and said motor veh the seller or assigns | tent constitutes the er icle is accepted withous shall in no way be b | itire contract a ut any express ound for any w | nd no waiver or m or implied warran | odification shall be valid ties unless written herein | unless written upon or a at the date of purchase, a | ttached to this contract and it is understood that |
| tract. This agreeme seller, its heirs, exe | ent shall apply to and ecutors, administrator | bind the heirs | s, executors and ad | ministrators and assigns o | f purchaser and shall into | in set forth in this con- ire to the benefit of the |
| in witnes | S WHEREOF, the par | ties have set ti | eir hand and affix | ed their seals to this cont | ract. | |
| WITNESS: | 11 | , | | Automobil | e Discount Cer | iter inc (SEAL) |
| Mule | . Herten | Low | | | AM. | A(SEAL) |
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| For Value Re | eceived, I, we, prom | ise to pay to t | he order of | Auto Discou | unt Center In | <u>. </u> |
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| venicle and certain p tion of the holder he note or any installment | personal property and reof, mature all of sa ant thereof by suit or | equipment the id installments otherwise or to | reon. Failure to pa then unpaid. In th | itional Sale Agreement of this note, or any of the e event that an attorney is the property described if e parties hereto, whether this of exemption which is, and the endorsers and | installments thereon whe | n due shall, at the op- attempt to collect this |
| to agree to pay all cosentment, demand, p | osts incurred, includir rotest and notice of n | ig a reasonable on-payment; ar | attorney's fee. The | e parties hereto, whether his of exemption which | maker, surety or endors they have or may have | sale, the parties here- ser, hereby waive pre- under the Constitution |
| and laws of the State of payment hereof v | e of Alabama or any vithout notice to then | other state, or a n of such exten | or the United States asion. | and the endorsers and | sureties hereby agree to | extensions of the time |
| | - Suite | | 177 - | Billy Ro | y Jacker | (SEAL) |
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(SEAL)

(Purchaser)

Mobile, Alabama

This Contract is hereby sold to National Fin . Co. lnc.

Address______.For the sum of \$_______.

Date _____9-28-65

| | Witness; Automobile Discount | | | unt Cent | Center, Inc. | | |
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| | This Note is hereby sold to | | Fin Cs. | | 500.00 | • | |
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