

CONDITIONAL SALE CONTRACT (Original)

To

Martin's Radio & TV Service

(Corporate, Firm or Trade Name of Dealer)

Name of Purchaser

Ben Garrett

(Print)

Address

Street

Jay Co Bee Place

Town and State

Bay Minette, Ala.

City

Bay Minette,

State

Ala.

| Model No. | Year Model | Serial No. | Description of Article | New or Used | Manufacturer | Cash Price |
|-----------|------------|------------|------------------------|-------------|--------------|------------|
| 5010R | 65 | 7114480 | Color Television | N | Zenith | 491.90 |
| | | | | | tax | 13.48 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

(1) TOTAL CASH PRICE (Including Tax)

505.38

(1)

(2) Cash

\$

(2)

Trade

\$

(2)

(3) DEFERRED BALANCE

505.38

(3)

(4) Finance Charges, Recording, Insurance

#B 50.53

50.82

(4)

(5) TIME BALANCE

5128.55

556.20

(5)

payable in

12

installments of \$

46.35

each, except the final installment which shall be \$

46.35

; the first installment shall be due on

September 25,

19

65

after date hereof, and one of such remaining installments shall be due on the

25th

day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

If payments are not made within fifteen days after due date, buyer agrees to pay late charges of 5c per dollar, or fraction thereof, in addition to the installments shown above. Buyer further agrees to pay in addition to the above all collection cost incurred by his failure to pay any installments promptly.

After thorough examination, I hereby buy and accept delivery of the foregoing chattels, to be kept and/or installed at

Bay Minette,

Baldwin,

Ala.

(City or Town)

(County)

(State)

and I will pay you therefor the total time price provided herein.

Title to said chattels shall remain in you until I have paid in cash all amounts owing hereunder. Any extension or assignments of this contract or extensions or negotiations of said note shall not waive any provisions herein contained.

Said chattels shall remain personal property and nothing shall prevent you from removing same, or so much thereof as you in your sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.

I shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of said chattels, nor permit nor suffer any lien, encumbrance or charge against said chattels. The chattels herein referred to shall at all times be at my risk and loss and any loss, injury or destruction of said chattels shall not operate in any manner to release me from payment as herein provided. You or your assigns are hereby authorized to procure and maintain for my (our) account, during the life of this contract, insurance on said chattels of such types, amounts and in such companies as you may deem advisable.

Should the insurance on said chattel be cancelled for any reason whatsoever, and should I fail, within five days after being given written notice of such cancellation, to provide substitute insurance of the type and in companies and amounts satisfactory to you or your assigns, the full amount unpaid hereunder, including any note given, may, at your option, become due and payable forthwith and you or your assigns may, without any previous notice or demand of performance, and without legal process, enter any premises where said chattel may be found and take possession thereof, after which you may at your option, make such disposition of said chattel as you shall deem fit, and all payments made by me (us) shall be retained by you as liquidated damages for the use of said chattel while in my (our) possession, and not as a penalty.

Should I fail to pay said indebtedness or any part thereof when due, or breach this contract, or should you feel yourself or said chattels insecure, or if any execution or writ be levied on the chattels described herein or on any of my property, or a receiver thereof is appointed, or if a petition under the Bankruptcy Act or any Amendment thereof should be filed by or against me, the entire unpaid balance shall at once become due and payable at your election, and you may without notice or demand, by process of law or otherwise, take possession of said chattels wherever located, and retain all moneys paid thereon for the reasonable use of said chattels and I will pay for necessary repairs because of damage thereto; or you may sell the same at public or private sale and apply the proceeds, after deducting expenses, liens and a reasonable attorney's fee paid or incurred by you, to the payment of said note and interest, and pay me the surplus, if any, or in case of a deficiency I will pay you the same at once. I waive all claims, damages and demands against you arising out of the repossession, retention, reparation and sale as aforesaid. And in event of a sale of said property at public sale, such sale may be held after having given ten days notice of the time, place and terms of sale by posting written notice in the courthouse of said county and I hereby waive any requirement that said property be present at the place of sale.

Any action to enforce payment of said note shall not waive any of your rights hereunder. Any indulgence granted me shall not constitute a waiver of any of your rights. Time is the essence of this contract. Any part of this contract may be assigned and/or said note may be negotiated without notice to me and when assigned and/or negotiated shall be free from any defense, counterclaim or cross complaint by me.

This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto.

This contract shall apply to, inure to the benefit of, and bind your and my heirs, executors, administrators, successors and assigns, and I acknowledge the receipt of a true copy thereof. Undersigned will pay said note irrespective of any imperfections in the chattels or any breach of alleged representations. You and your assigns are authorized to correct patent errors in said contract and any other papers executed by Undersigned in connection therewith.

Executed this

24th

day of

August,

19

65

(Seal)

Witness:

(Seal)

Witness:

(Seal)

Accepted by

Martin's Radio & TV Service

(Corporate, Firm or Trade Name of Dealer)

(Seal)

DEALER MUST EXECUTE ASSIGNMENT ON THE REVERSE SIDE HEREOF

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

\$

556.20

(Total Amount of Note)

Bay Minette,

(City)

Alabama

(State)

August 24,

19

65

Date

For value received, the undersigned promise(s) to pay to the order of

Martin's Radio & TV Service

(Dealer)

the sum of

Five hundred fifty-six and 20/100-----

Dollars,

payable in

12

installments of \$

46.35

each, except the final installment which shall be

\$46.35

; the first installment shall be due on

September 25,

19

65

after date hereof, and one of such remaining installments shall be due on the

25th

day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

If payments are not made within fifteen days after due date, buyer agrees to pay late charge of 5c per dollar or fraction thereof, in addition to the installments shown above.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against, application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself hereby severally waive as to this debt, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, and severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee and severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party.

NEGOTIABLE AND PAYABLE AT THE OFFICE OF

BALDWIN COUNTY BANK

BAY MINETTE, ALABAMA

(Signature of Purchaser)

29868

(Signature of Purchaser)

For value received, pay to the order of:

BALDWIN COUNTY BANK
Bay Minette, Alabama

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

Matier Radio TV (Seal)

(Corporate, Firm or Trade Name of Seller)

By *William E. Matier* (Seal)
(Owner, Officer or Firm Members)

City-Mobille.

Bay Minette

(City or Town)

ASSIGNMENT

Alabama

(State)

8-25-65

(Date)

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned sells, assigns, transfers and sets over to THE AMERICAN NATIONAL BANK & TRUST COMPANY OF MOBILE, the contract on the reverse side hereof, and all right, title and interest in and to the property therein described, and all rights and remedies under said contract, and the right either in assignee's own behalf, or in undersigned's name to take all such legal proceedings or otherwise, as undersigned might have taken save for this assignment. The undersigned warrants that said instrument is genuine and in all respects what it purports to be; that all statements of fact therein contained are true, that at the time of the execution of the agreement the undersigned had good title to said chattel, and a good right to transfer title thereof; that all parties to the foregoing instrument have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said instrument or render it less valuable, that the down payment made by the purchaser, as stated in the contract was in cash and not its equivalent, unless otherwise mentioned in the contract, and that no part thereof was loaned directly or indirectly by the undersigned or anyone connected with the undersigned to the purchaser. Undersigned warrants the payment of said contract in strict accordance with its terms.

Upon the breach of any of said warranties, or of said contract, Undersigned will upon demand, purchase said contract and note for the amount owing thereon, plus all costs and expenses paid or incurred by Assignee in respect thereof. All remedies of Assignee shall be cumulative, and not alternative.

William E. Matier (Seal)
(Corporate, Firm or Trade Name of Buyer)
William E. Matier (Seal)
(Owner, Officer or Firm Member)

WILSON HAYES
LAWYER
BAY MINETTE, ALABAMA
36507

P. O. Box 268

Telephone 937-5704

December 5, 1966

Mrs. Alice J. Duck
Clerk
Circuit Court
Baldwin County
Bay Minette, Alabama

7305

Dear Mrs. Duck:

Please file the enclosed case of W. E. Martin
vs Garrett.

Yours very truly,


Wilson Hayes

WH/rkh
Encl: 1

W. E. MARTIN d/b/a
MARTIN'S RADIO AND T. V.
REPAIR

Plaintiff

vs

B. N. GARRETT and
MILDRED GARRETT

Defendants

X

X

X

X

X

X

X

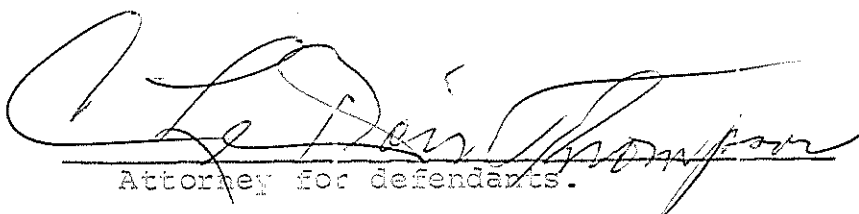
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW NO. 7305

Come defendants, B. N. Garrett and Mildred Garrett in the
above styled cause and propound the following interrogatories
to the plaintiff, W. E. Martin d/b/a Martin's Radio and T. V.
Repair:

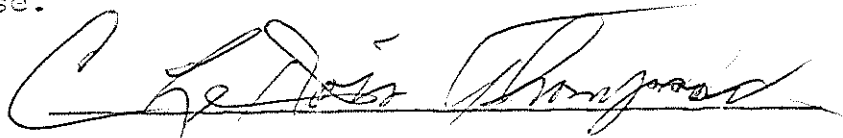
1. State your name.
2. Are you the plaintiff in this case?
3. Attach a photocopy or true copy of the promissory
note sued on.
4. List the payments made by the defendants.
5. State the whereabouts of the consideration for the note
sued on.


Attorney for defendants.

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned Notary Public, in and for
said State and County, personally appeared C. LeNoir Thompson, who
being by me first duly sworn, deposes on oath and says as follos:

My name is C. LeNoir Thompson and I am one of the Attorneys
of Record for the defendants in the above entitled cause, and
as such, I am authorized to make this affidavit. I further state
that the answer of the plaintiff to the foregoing interrogatories
will, if truthfully made, be material evidence for the defendants
on the trial of said cause.



Subscribed and sworn to before me by the said C. LeNoir
Thompson on this the 9 day of January 1967.

FILED

JAN 10 1967

ALICE I. DICK, CLERK
REGISTERED


Notary Public, Baldwin County, Alabama

Ex! 1-11-67

497

7305

received 10 day of Jan. 1967
on 11 day of Jan. 1967
a copy of the within Anten.
W. E. Martin
by service on _____

TAYLOR WILKINS, Sheriff
By W. E. Zelbeck D. S.

W. E. Martin d/b/a
Martin's Radio & V. V.
Repair. Pllz.

vs.

B. N. Garrett &
Mildred Garrett
deft.

serve: W. E. Martin
Bay Minette

FILED

JAN 10 1967

ALICE I. HICK, CLERK
JAN 10 1967

C. LeNoir Thompson

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon B. N. Garrett and Mildred Garrett 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 W. E. Martin d/b/a Martin's Radio and T.V. Repair.

Witness my hand, this the 6 day of ^{December}~~October~~, 1966.

Alice J. Luck
CLERK

W. E. MARTIN d/b/a
MARTIN'S RADIO AND T.V.
REPAIR

PLAINTIFF

VS

B. N. GARRETT and
MILDRED GARRETT

DEFENDANT

) IN THE CIRCUIT COURT
)
) BALDWIN COUNTY, ALABAMA

) AT LAW

) NUMBER: 2315

.....

The Plaintiff claims of the Defendants THREE-HUNDRED EIGHTEEN and NO/100 (\$318.00) DOLLARS as balance due on a promissory note in the amount of \$637.20 made by them on the 3rd day of September, 1963 and payable on the 25th day of September, 1964 with interest thereon.

The said note provides for waiver of exemption and for a reasonable attorney's fee whereof Plaintiff claims benefit.

Wilson Hayes
WILSON HAYES, ATTORNEY FOR PLAINTIFF

FILED

DEC 6 1966

CLERK
J. M. HAYES

24112-27-64

496

CASE NO 7305

W.E. MARTIN, d/b/a MARTIN's
RADIO AND T.V. REPAIR,

Plaintiff,

vs:

B.N. GARRETT & MILDRED GARRETT,

Defendant,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, CASE NO. 7305

Wilson Hayes, Atty.

Received 7 day of Dec. 1966
and on 27 day of Dec 1966
I received a copy of the within HVC
on B. N. Garrett;
Mildred Garrett
By service on _____

TAYLOR WILKINS, Sheriff
By W A Tolbert
om

