

CONDITIONAL SALE AGREEMENT

TY OF MOBILE

This Agreement made this 23 day of OCT., 1967, between

AUTOMOBILE DISCOUNT CENTER, INC. 1451 Davis Ave., Mobile, Ala. hereinafter called the

(Dealer's Name) (Dealer's Address)

"Seller", or its assigns or successors, and

Toney Petite

(Purchaser)
Mobile

A7a.

Rte 1 box 653

Rte 1 box 653

Daphne
(City)

(County)

(State)

(Purchaser's address)
hereinafter called the "Purchaser"

hereinafter called the "Purchaser"

Year	Make	Type of Body	Model	Mfg's Serial No.	Motor No.
1958	Chev		1958	C58S208675	891.60

The purchaser agrees to pay for said motor vehicle, the sum of (\$)
of which sum the purchaser has this day paid to the seller; cash (\$ 95.00)

and in addition, an allowance on car traded in: 10 26 65 \$30.00 - 10 29 65 \$25.00^(\$) \$95.00
Total down payment side note \$796.60^(\$)

The purchaser has agreed to pay the seller the balance of \$9.10 in 63 weekly installments of (\$12.50) each. 1 at \$9.10

The first installment to be due and payable on the 5 day of Nov., 19 57, and each month thereafter, said installments bearing interest after maturity at 8% per annum until paid and are evidenced by a promissory note (received as evidence of the amounts to become due hereunder and not as payment) made by the purchaser to the order of the seller, bearing even date herewith and maturing on the due dates of said respective installments and being payable at the office.

Title to said car shall remain in seller until all amounts due hereunder are fully paid in cash. Said promissory note made in evidence of the indebtedness may be negotiated or assigned or the payment thereof renewed or extended without passing of title to said car to the purchaser. The loss, injury or destruction of said car shall not release purchaser from the payment of said note. Said note is a negotiable instrument separate and apart from this contract.

Purchaser shall not remove or attempt to remove said car from the county and state given above as purchaser's address without the written consent of the seller. Purchaser shall not sell, lend, mortgage, assign, en-cumber, secrete, lose possession of or dispose of said car of this contract or any interest therein. Purchaser shall pay all taxes and fees of every nature in connection with said car. Purchaser shall not suffer or permit any lien, encumbrance or charge against or upon said car. Purchaser at his own expense shall maintain car in good repair, but seller, if it so elects, to protect its interest in said car may cause said car to be repaired and purchaser agrees to pay seller the cost thereof on such terms as seller may elect.

The purchaser agrees to keep the said car insured against loss by fire and theft with insurance companies acceptable to the seller, and to protect the interest of the seller, and the seller may place, continue and renew said insurance for the purchaser at the purchaser's expense if the seller so elects.

than the amount owing, and until the purchaser at the purchaser's expense if the seller so elects. The purchaser agrees not to rent said car for hire nor use it or allow it to be used by others as a public conveyance or for hire, or for carrying passengers or goods or for any other purpose prohibited by any Federal or State Law, or for any unlawful use, or for any kind or description, or liquors, the transportation of which is prohibited by any Federal or State Law, or for any unlawful purpose, and this contract is in force and effect; and in the event said car is used for any such prohibited purpose, the purchaser shall be liable for any cause by either State or Federal authorities, the purchaser agrees to pay all costs of such proceedings, including a reasonable attorney's fee to the seller or assigns for defending such proceedings. Purchaser hereby states that he has not been arrested for the handling of intoxicating liquors or narcotics or any violation of the Internal Revenue Act of any State or the United States.

If purchaser should fail to pay said note or any installment thereon or the cost of any repairs to said car or breach this contract, or if any insurance company shall cancel or give notice of intention to cancel as against purchaser any policy of insurance required or requested by seller, or if any execution, attachment or other writ should be levied on the car herein described or on any of purchaser's property, or if a petition under the Bankruptcy Act or any Amendment thereof should be filed by or against purchaser or a receiver of the property of purchaser should be appointed, or if for any other reason seller should deem itself or said car insecure, the full amount of the purchase price then unpaid shall become immediately due and payable at seller's option, together with a reasonable attorney's fee, and seller or his representative may take possession, of said car and all equipment, accessories or repairs thereon, which shall be considered a component part thereof, wherever it may be found, and may enter any premises therefore without notice or demand to purchaser and without legal process, and purchaser waives all claims for damages to said car and all holder of said note may declare it due and payable. While removing said car from point of repossession to seller's place of storage, seller may use purchaser's license plates. Said car may be retained by seller, if seller is the holder of said note, together with any and all amounts paid thereon which shall be considered for the reasonable use of said car, and purchaser shall pay to seller any costs for necessary repairs because of damages to said car. Said car may be sold at private or public sale without being at the place of sale, and with or without notice to purchaser, and seller shall have the right at any public sale to purchase said car the same as any other person, and all laws governing such sale are hereby waived by purchaser. Such private or public sale may be held before any judgment in any repossession suit. The proceeds of any sale after deducting expenses, liens, storage, and an attorney's reasonable fee paid before or incurred by the seller, shall be applied to the amount due on said note, and the surplus, if any, shall be paid to purchaser; and in case of a deficiency purchaser covenants to pay forthwith the amount thereof to the holder of said note. Purchaser waives all homestead and other property exemption laws. Seller may take possession of any other property in the above described motor vehicle at the time of repossession and hold the same temporarily for the purchaser without any responsibility or liability on the part of the seller or its assigns.

The seller may, by suit or otherwise, enforce payment of said notes, and no legal proceedings with respect thereto shall be deemed any waiver of said right of seller to take possession of said car and equipment on default or breach, as aforesaid, and the seller shall have the right to pursue and enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent the seller from pursuing any further remedy which he may have hereunder. Any rearrangements granted purchaser shall not be considered a waiver of any right of seller. Time is the essence of this agreement.

The right of exemption to personal property or wages under the Constitution and Laws of Alabama, or any other State in the United States, is hereby waived by the purchaser as against this obligation, and the purchaser agrees: to pay all costs and expenses of collecting or attempting to collect the same, including a reasonable attorney's fee, and in the event an action in detinue is brought to recover said car under this contract and a suggestion is made by defendant in said action that plaintiff's attorney in such action shall be added to and considered a party of the unpaid balance of the purchase price of said property, and shall be paid as a part of the debt ascertained to be due. The purchaser further agrees that in the event an attorney is employed to enforce any of the covenants herein contained, or protect the security hereby described, to pay a reasonable attorney's fee. The purchaser further agrees in the event of repossession to pay all costs of said repossession, including storage charges and wrecker service. The property hereby conveyed, in, if any, is free from any liens, encumbrances or other charges and breach of said warranty shall be

Purchaser warrants that the car traded in, if any, is free from any liens, encumbrances or other charges and breach of said warranty shall be a breach of this contract.

This agreement constitutes the entire contract and no waiver or modification shall be valid unless written upon or attached to this contract and said motor vehicle is accepted without any express or implied warranties unless written herein at the date of purchase, and it is understood that the seller or assigns shall in no way be bound for any warranty or guaranty made by any agent of the seller other than herein set forth in this contract. This agreement shall apply to and bind the heirs, executors and administrators and assigns of purchaser and shall inure to the benefit of the seller, its heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hand and affixed their seals to this contract.

Automobile Discount Center, Inc. (SEAL)

WITNESS :

WITNESS: Mark Buffington
SP. CLERK

(Delet)

[Signature] (SEAL)

Owner, Officer or Firm Member)

James K. Stoll (SEAL)

(Purchaser)

(SEAL)

Date 10 23 65 196

For Value Received, I, we, promise to pay to the order of AUTO DISCOUNT CENTER INC. (Dealer's name)

(For Value Received, I, we, purchase of _____ (Dealer's Name)
 (\$ \$796.60) in sixty-three ^{whole} ~~month~~ ^{months} installments of \$ 12.50 each.
one at \$9.10

The first to become due 11 5 65, 1965, remainder of installments to be paid one on even date of each month thereafter until all paid, at the office of the Automobile Discount Center, Inc., 1451 Davis Ave., Mobile, Ala., with interest after maturity at 8% per annum until paid.

Mobile, Ala., with interest after maturity at 8% per annum until paid.

This note, including all installments thereof, is identified with Conditional Sale Agreement of even date herewith covering a certain motor vehicle and certain personal property and equipment thereon. Failure to pay this note, or any of the installments thereon when due shall, at the option of the holder hereof, mature all of said installments then unpaid. In the event that an attorney be employed to collect or attempt to collect this note or any installment thereof by suit or otherwise or to preserve or protect the property described in the aforesaid conditional sale, the parties hereto agree to pay all costs incurred, including a reasonable attorney's fee. The parties hereto, whether maker, surety or endorser, hereby waive presentment, demand, protest and notice of non-payment; and also waive all rights of exemption which they have or may have under the Constitution and laws of the State of Alabama or any other state, or of the United States, and the endorsers and sureties hereby agree to extensions of the time of payment hereof without notice to them of such extension.

W. H. Little (SEAL)

✓ Money to title (Purchaser) (SEAL)

No. _____

Mobile, Alabama

Date _____

This Contract is hereby sold to _____

Address _____ For the sum of \$ _____.

Witness; Automobile Discount Center, Inc.

By _____

Witness; By _____

By _____

Mobile, Alabama

Date _____

This Note is hereby sold to _____

Address _____ For the sum of \$ _____.

Witness; Automobile Discount Center, Inc.

By _____

By _____

Witness;

By _____

AUTOMOBILE DISCOUNT CENTER,
INC., A Corporation,

PLAINTIFF,

VS

TONEY PETITE,

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7358

1.

The Plaintiff claims of the Defendant the sum of Two Hundred Sixty-two and 50/100 Dollars (\$262.50), balance due after all proper credits given on the promissory note made by the Defendant on October 23, 1965, and payable in 63 weekly installments of \$12.50 each, the first payment due and payable November 5, 1965. The Plaintiff avers that the Defendant defaulted in his payments, and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from August 26, 1966. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses and reasonable attorney fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fee in the amount of \$50.00.

FILED

FEB 2 1967

ALICE L. WICK, CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Phillip S. Nesbit
Attorney for Plaintiff

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7358

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonTONEY PETITE

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, State of Alabama, at Bay Minette, against.....

TONEY PETITE

....., Defendant.....

byAUTOMOBILE DISCOUNT CENTER

....., Plaintiff.....

Witness my hand this.....2nd.....day of.....February.....1967.....

Alice J. Duck

Clerk

Exsented
2-27-67
Taylor Williams
By Bay Road

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Automobile Discount
Center, Inc

Plaintiffs

vs.

Imery Petite

Defendants

SUMMONS AND COMPLAINT

Filed FILED 19.....

FEB 2 1967 Clerk

ALICE J. BUCK, CLERK
REGISTER

Walter Brentley & Asst

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

St. Pauline
RECEIVED

Received In Office

FEB 2 1967

19.....

TAYLOR WILKINS
SHERIFF

Sheriff

I have executed this summons

this Feb 27 1967

by leaving a copy with

Imery Petite
Dayne

Sheriff claims 54 miles at

Ten Cents per mile Total \$ 5.40

TAYLOR WILKINS, Sheriff
BY Roy Randall
DEPUTY SHERIFF

Taylor Wilkins Sheriff
Roy Randall Deputy Sheriff