

_____, hereinafter called the "Buyer" residing at _____
(Typewrite or print name of buyer) Rural Route-Box Number _____
_____, Alabama hereby purchases of _____
(City) (County)
_____ hereafter called the "Seller" whose place of business is at _____
(Dealer)

the following (Street) _____ (City) _____ (County) _____ (State) _____
described property, together with all parts, equipment and accessories now upon or in said property, or hereafter
added by the Buyer, all of which are made a part hereof by this agreement and included in the term "property," as used herein:

Year	New or Used	Manufacturer	Description	Model	Serial Number	Cash Sales Price

Schedule of Seasonal or Irregular Payments			
\$ _____	on _____	19 _____	
\$ _____	on _____	19 _____	
\$ _____	on _____	19 _____	
\$ _____	on _____	19 _____	
\$ 3066.40	on 8-15	1965	
\$ 3066.40	on 8-15	1966	
\$ 3066.40	on 8-15	1967	
\$ _____	on _____	19 _____	
\$ _____	on _____	19 _____	
\$ _____	on _____	19 _____	
\$ _____	on _____	19 _____	
\$ _____	on _____	19 _____	

- (1) Total Cash Price \$ _____
- (2) Down Payment { Trade-in \$ _____
Describe _____
Cash \$ _____ \$ _____
- (3) Unpaid Cash Balance [(1) minus (2)] \$ _____
- (4) Total Finance and Credit Insurance Charges .. \$ _____
- ☐ Credit Life Insurance .. \$ 274.97
(covers only the person whose signature first
appears below)
(No insurance included unless checked)
- (5) Time Balance [Items (3) and (4)] \$ 9199.20

and the Buyer promises to pay the said unpaid Time Balance recited above to the Seller, its successors or assigns,
in _____ monthly installments of \$ _____ and a final installment of \$ _____ beginning on _____, 19 _____
(Month & Day)
and continuing on the same day of each month thereafter until fully paid and/or as set forth above in the Schedule of Seasonal or
Irregular Payments together with interest after maturity at the highest lawful contract rate plus court costs and attorney fees, all
as provided for and evidenced by the undersigned's note of even date herewith which is a separate instrument and may be de-
tached herefrom. Buyer also promises to pay a reasonable collection and delinquent charge for any installment in default more
than 10 days.

The covenants appearing on the reverse side hereof constitute part of this contract.

NOTICE OF PROPOSED CREDIT INSURANCE

The undersigned hereby takes notice that credit life insurance coverage, if a charge therefor is indicated above, is to be pur-
chased from Old Republic Life Insurance Company, Chicago 1, Illinois, in connection with the indebtedness under this sales con-
tract. This insurance covers only the person whose signature first appears below. Persons 65 years of age or older on the date the
indebtedness is incurred are not eligible for insurance hereunder. The amount of premium is indicated above. The term of insur-
ance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the
indebtedness. The life insurance in force during the term of this contract shall be the amount necessary to discharge the in-
debtedness hereunder. In no event and under no condition shall the aggregate amount of life insurance in effect on the life of
any debtor at any one time exceed a total amount of Ten Thousand Dollars. Benefits hereunder shall be paid to the creditor to
be applied to reduce or extinguish the indebtedness; excess proceeds, if any, shall be payable to the estate of the insured. If the
insurance is terminated prior to the scheduled maturity date of indebtedness, any refund of premium due will be paid or credit-
ed in accordance with the "Rule of 78" formula promptly to the person entitled thereto. All of the foregoing is subject to pro-
visions of the policy or certificate of insurance to be issued.

EXECUTED in duplicate and delivered by the Buyer this _____, day of _____, 19 _____

If this contract is signed by more than one person, the obligation of each so signing shall be joint and several.

BUYER ACKNOWLEDGES RECEIPT OF A TRUE COPY HEREOF.

SELLER

(Credit Life Insurance, as included, covers only the person signing above.) (SEAL)

By _____
ITS
607001 Rev. 7-63

(Co-purchaser or Name and Title of Corporate Officer) (SEAL)

Wherever Associates Discount Corporation appears, it
shall mean Associates Discount Corporation of Alabama.

FILED
MAR 28 1967
ALICE A. BUCK, CLERK
REGISTER

STATEMENT OF ADDITIONAL COVENANTS

Buyer covenants and agrees with Seller as follows:

- (1) The said property shall remain personal property and shall not become real property no matter how affixed thereto.
- (2) Title and ownership of the property and any and all replacements and additions thereto shall remain and continue in Seller until the time balance is paid in full; that Buyer will not suffer or permit any lien or encumbrance of any kind or character to accrue against said property; that Buyer will pay or cause to be paid as and when due all taxes, assessments, franchise levies or other governmental charges against said property or the use thereof.
- (3) Said property is now in possession of the Buyer and shall not be removed from its present location without the written consent of Seller; that said property is now and shall at all times be kept in good condition and repair; that said property shall not be used in violation of any State or Federal Law; that said property may be inspected by the Seller from time to time as it may demand.
- (4) Time is of the essence hereof and if Buyer shall fail to pay when due any installment hereof, or if Buyer shall fail to observe, keep or perform any provisions of this contract required to be observed, kept or performed, or if Buyer ceases doing business as a going concern, or if a petition is filed by or against Buyer under the Bankruptcy Act or any amendment thereto, or if Buyer shall make an assignment for the benefit of creditors or take advantage of any law for the relief of debtors, or if a receiver or any officer of a court be appointed to have control of the property or assets of the Buyer, or if Seller shall deem the property in jeopardy or feel insecure, the unpaid balance hereof shall become due and payable forthwith and Seller may at its option, and in addition to and without prejudice to any other remedy, without notice or demand and without legal process, take possession of such property wherever it may be located (with all additions and substitutions). Seller may at its option sell the property at public or private sale with or without notice at which sale Seller may become the purchaser. Each party hereunder shall have the rights and privileges with respect to repossession, resale and disposition of proceeds thereof as are accorded by the applicable laws of the State of Alabama. In the event of such a sale there shall be due from the Buyer and Buyer will immediately pay to Seller the difference between the purchase price at such sale and the remaining unpaid time balance, plus all costs and expenses of Seller in repossessing, transporting, repairing, selling or otherwise handling said property, including reasonable attorney fees.
- (5) No delay or omission to exercise any right, power or remedy accruing to Seller upon any breach or default by Buyer under this contract shall impair any such right, power or remedy by Seller, nor be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this contract must be in writing. All remedies either under this contract or by law afforded to Seller shall be cumulative and not alternative.
- (6) The Seller may assign this contract and in event of such assignment the Buyer shall perform all promises herein contained to such assignee as the owner hereof and the Buyer agrees that after such assignment, the Buyer will settle all claims against the Seller directly with it and agrees not to set up any claim which the Buyer may have against the Seller as a defense, set-off, cross-complaint, or otherwise to any action for the purchase price or possession of said property brought by the owner hereof.
- (7) All of the terms and conditions of this contract shall apply to and be binding upon said Buyer, his heirs, personal representatives, successors, and shall inure to the benefit of said Seller, its successors and assigns.

Wherever Associates Discount Corporation appears, it shall mean Associates Discount Corporation of Alabama.

ASSIGNMENT BY SELLER

For value received, the undersigned hereby assigns this contract to Associates Discount Corporation, hereafter called "Assignee," its successors and assigns and hereby transfers title to the property described in said contract to said Assignee, and warrants that the facts set forth in the contract are true; that said property is free of all liens and encumbrances of whatever nature or kind; that said contract is genuine and in all things what it purports to be and that the undersigned has title to said property and has a right to transfer title thereto; that the property described in said contract was sold to the Purchaser in a bona fide time sales transaction; that all parties thereto had capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any fact which impairs the validity of said contract or renders it less valuable or valueless. If any of the warranties herein contained are untrue, the undersigned will purchase on demand this contract from the Assignee for the balance remaining unpaid thereon.

Dated this _____ day of _____, 19____.

Dealer (Firm Name)

By _____

Official Title

NOTE: If a corporation, signature must be in name of corporation by officer having authority from board of directors to sign.

BALDWIN COUNTY OLIVER TRACTOR
COMPANY, INC., A Corporation,

PLAINTIFF,

vs.

D. D. BUSBY,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW
NO. 7361
1.

The Plaintiff claims of the Defendant the sum, of to-wit, FOUR THOUSAND SIX HUNDRED FORTY-ONE and 00/100 DOLLARS, (\$4,641.00), for the breach of a written agreement entered into by the Defendant on, to-wit, the 15th day of August, 1964, by which he promised to pay to the Plaintiff the sum of, to-wit, THREE THOUSAND SIXTY-SIX and 40/100 DOLLARS (\$3,066.40) on August 15, 1965 and a like amount on August 15, 1966 and August 15, 1967, until the sum of, to-wit, NINE THOUSAND ONE HUNDRED NINETY-NINE and 20/100 DOLLARS (\$9,199.20) had been paid for the purchase of an Oliver Diesel tractor and an Oliver Mounted Cornsnapper; said written instrument cited that in the event of default of said payments, the entire amount would then become due, and the Plaintiff would seize said combine and sell the same at public or private sale, with or without advertisement, with or without notice to the Defendant and apply the proceeds of said sale to the remainder due under the said written instrument and in the event of a deficiency the Defendant agreed to pay the amount of the deficiency.

The Plaintiff alleges that the Defendant defaulted in said written instrument in that he failed to make the payments provided therein, leaving the balance of the principle due of, to-wit, EIGHTY-EIGHT HUNDRED and 00/100 DOLLARS (\$8,800.00); that the said equipment mentioned therein was seized and sold and that the sum of, to-wit, FOUR THOUSAND ONE HUNDRED FIFTY-NINE and 00/100 DOLLARS (\$4,159.00) was received from the sale of the said equipment; which sum, the Plaintiff alleges, was the reasonable market value of the equipment at the time of the seizures and at the time of the sale, and that after applying the amount received from the sale, of the said equipment, it amounted to to-wit, FOUR THOUSAND SIX HUNDRED

FORTY-ONE and 00/100 DOLLARS (\$4,641.00) which remains due and unpaid. The Plaintiff claims the additional sum of FIVE HUNDRED DOLLARS (\$500.00) as a reasonable attorneys fees everring that, to-wit, FIVE HUNDRED DOLLARS (\$500.00) for a reasonable attorneys fees as is provided for in said written instrument and in addition thereto interest at the highest legal contract rate after maturity on the unpaid balance, as provided for in the written instrument.

2.

The Plaintiff claims of the Defendant FOUR THOUSAND SIX HUNDRED FORTY-ONE DOLLARS (\$4,641.00) due from him by account on the 29th day of October, 1966, which sum of money with the interest thereon is still unpaid.

WILTERS, BRANTLEY & NESBIT

By: 

Attorneys for Plaintiff

FILED
FEB 8 1967
ALICE L. DUK, CLERK
RECEIVED

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7361

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon D.D. BUSBY

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

D.D. BUSBY

Defendant

by BALDWIN COUNTY OLIVER TRACTOR COMPANY, INC., A CORP.

Plaintiff

Witness my hand this 6th day of February 19 67

Alice J. Duck, Clerk

Executed
2-24-67

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

BALDWIN COUNTY OLIVER TRACTOR

COMPANY, INC., A CORP.,

Plaintiffs

vs.

D.D. BUSBY

Defendants

SUMMONS AND COMPLAINT

Filed February 6, 1967

Alice J. Duck Clerk

FILED

FEB 6 1967

ALICE J. DUCK, CLERK
REGISTER

Wilters, Brantley & Nesbit

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route 1, Repton, Ala.

RECEIVED
Received in Office

FEB 6 1967

NAYLOR WILKINS, Sheriff

I have executed this summons

this 2-24-1967

by leaving a copy with

A.D. Busby

James M. Brock Sheriff
C. W. Kent Deputy Sheriff