Desired Des		(Typew	vrite or print name or buyer)		, · -	emarter cane		at
Commonstrate called the "Seller" whose place of business is following described property, together with all parts, equipment and occessories now upon or in said property, or herend ded by the Buyer, all of which are made a part hereof by this agreement and included in the term "property," as used here a part hereof by the Buyer, all of which are made a part hereof by this agreement and included in the term "property," as used here are the seller in the selle		<u> </u>	(City)			(County)	, Alabam	a hereby purchases o
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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 Soller 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 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 itme to time as not be used in violation of any State or Federal Law; that said property may be inspected by the Seller from itme to time as
- (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 observes keep or perform any provisions of this contract required to be observed, kept or performed, or if Buyer ceases doing observes 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 Buyer shall make an assignment for the benefit of creditors or take advantage of any law for the relief of debtors, or if Buyer shall deem the 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 receiver or any officer of a court be appointed to have control of the property or assets of the Buyer, or if Seller may at its 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 option, and in addition to and without prejudice to any other remedy, without notice or demand and without legal process, take option, and in addition to and without prejudice to any other remedy, without notice or demand and without legal process, take option, and in addition to and without legal process, take option, and in addition to and without legal process, take option, and in addition to and without legal process, take option, 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 property at public or private sale with or without notice at which sale Seller may become the purchaser. Each party hereunder property at publ
- (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 vaiver 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 contracted 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 horsest.
- (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, if shall mean Associates Discount Corporation of Alabams.

ASSIGNMENT BY SELLER

For value received, the undersigned hereby assigns this contract to Associates Discoun: Corporation, bereafter called "Assignee," its successors and assigned hereby transfers title to the property described in said contract to said Assignee, and war note that the facts set forth in the contract are true; that said property is fere 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 it first 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 transacting 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 impair the validity of said contract or renders it less valuable or valueless. If any of the wirranties herein contained are untrue, the undersigned will purchase on dersigned this contract from the Assignee for the balance remaining unpaid thereon.

Dated this day of, 19	material of ₹	
Dated this	Official Title	
Dealer (Firm Name)	Olliente Base	

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

607001 Rev. 7-63

	OLIVER TRACTOR A Corporation,	Ĭ	IN THE CIRCUIT COURT OF
	PLAINTIFF,	Ĭ	BALDWIN COUNTY, ALABAMA,
vs.		X	AT LAW
D. D. BUSBY,		X	NO. 7361
	DEFENDANT.	Ĭ	The state of the s
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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 (\$4159.00) 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

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