FOREST A. CHRISTIAN
ATTORNEY AT LAW
P. O. DRAWER 190
AREA CODE 205 — PHONE 943-2201
FOLEY, ALABAMA 36535

November 7, 1967

Honorable Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama 36507

Re: Drinkard Chevrolet-Olds.
Vs: Charles Conway
Case No. 7732

Dear Judge Mashburn:

Kindly render a judgment in this case on a sworn to itemized statement of account for $379.45 principal, plus interest $18.55, for a total of $398.00.

Cordially yours,

Forest A. Christian

FOREST A. CHRISTIAN

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons CHARLES CONWAY, 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, Alabama, at the place of holding same by DRINKARD CHEVROLET-OLDS, INC.

Witness my hand this the 11th day of September, 1967.

Alice J. Duck
Clerk

** ** ** ** ** ** ** ** ** ** **

COMPLAINT

DRINKARD CHEVROLET-OLDS, INC., PLAINTIFF,	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
VS:	AT LAW
CHARLES CONWAY, DEFENDANT.	CASE NO. 7732

COUNT I:

The Plaintiff claims of the Defendant THREE HUNDRED SEVENTY-NINE & 45/100 DOLLARS ($379.45), due from him by account on, to wit: the 31st day of December, 1966, which sum of money, with interest thereon, is still unpaid.

COUNT II:

The Plaintiffclaims of the Defendant THREE HUNDRED SEVENTY-NINE & 45/100 DOLLARS ($379.45), due from him on account stated between the Plaintiff and the Defendant on, to wit: the 31st day of December, 1966, which sum of money, with interest thereon, is still unpaid.

COUNT III:

The Plaintiff claims of the Defendant THREE HUNDRED SEVENTY-NINE & 45/100 DOLLARS ($379.45), due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to wit: the 31st day of December, 1966, which sum of money, with interest thereon, is still unpaid.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 1st day of September, 1967.

ATTORNEY FOR THE PLAINTIFF

Forest A. Christian

Defendant's address:
P.O. Box 43
Silverhill, Alabama

FILED SEP 11 1967

AFFIDAVIT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared JOHN DRINKARD (Affiant), who, being by me duly sworn, deposes and says, that he is the ~~Owner~~ PRESIDENT (Officer of company, president, secretary, etc.) for the firm of DRINKARD CHEVROLET-OLDS, INC. (Name of company); that the annexed statement of account of said firm against CHARLES CONWAY (Debtor) of P. O. Box 43, Silverhill, Alabama (Address), is just, true, and correct; that there is now due on said account, the sum of $379.45, after allowing all just credits.

Affiant
JOHN DRINKARD

Sworn to and subscribed before me on this the 1st day of September, 1967.

Notary Public

Affix Seal:

... A. Christian
Notary Public
Baldwin County, Ala.
My Commission Expires Dec. 20, 1969

My Commission Expires: ____________

ORIGINAL

CHATTEL MORTGAGE

30535
Mortgage Number

THE UNDERSIGNED (Mortgagor) Charles E. Conway
residing at P. O. Box 43 (STREET) Silverhill, (TOWN) Ala. (STATE) (POSTAL CODE)
promises to pay to Drinkard Chevrolet-Olds., Inc. (Seller),
with a place of business at Foley, Ala.
the sum set forth in Item 7 below, said sum being the time balance, as herein next computed, of the total time price of the following accessories and/or repairs and material sold and furnished herewith by said seller for and as component parts of the property described in the ensuing chattel mortgage executed by the undersigned mortgagor concurrently herewith and securing payment of said price, subject to the terms and conditions set forth below and upon the reverse hereof.

ACCESSORIES (LIST)	CASH SALE PRICE	REPAIRS AND MATERIAL (LIST)	CASH SALE PRICE
	$	Parts 208.51	$
		Labor 111.50	
TOTAL	$	TOTAL	$ 320.01

For a TOTAL TIME PRICE computed as follows:

1. CASH SALE PRICE — Accessories and/or Repairs and Material . . . $ 320.01 (1)
2. TOTAL DOWN PAYMENT $______ (Net Trade-in) $______ (Cash) . . . $ -0- (2)
3. DIFFERENCE BETWEEN ITEMS 1 AND 2 . . . $ 320.01 (3)

*4a. COST OF CAR INSURANCE (Include this item, if mortgagor has authorized seller to apply for the insurance) . . . $ 10.00 (4a)

**4b. CHARGE FOR CREDITOR INSURANCE ON LIFE OF MORTGAGOR (Include this item, if mortgagor has authorized the seller to apply for the insurance) . . . $ 1.39 (4b)

$

5. PRINCIPAL BALANCE (Add items 3, 4a and 4b) . . . $ 331.40 (5)
6. FINANCE CHARGE . . . $ 38.08 (6)
7. TIME BALANCE (Add items 5 and 6) Payable in 12 instalments of $ 30.79 each, commencing August 5, 19 66, and on the same day of each successive month thereafter, or as indicated in space below. The final instalment payable hereunder shall equal the amount of the time balance remaining due. $ 369.48 (7)

8. TOTAL TIME SALE PRICE (Add items 2 and 7) . . . $ 369.48 (8)

* Covering Accidental Physical Damage to the car as outlined below (check which applies) for a term of ______ months, and {including / excluding} optional coverage for Towing and Labor Costs.

☐ Comprehensive Coverage
☒ Fire-Theft and Additional Coverage {including / excluding} $______ Deductible Collision.

Insurance settlement shall be based upon actual value of property at time of loss, not to exceed limits of liability set forth in the policy, and shall be payable to mortgagor, seller or seller's assignee, as interests may appear.

The insurance, if any, referred to in this mortgage does NOT include coverage for bodily injury and property damage caused to others.

** According to terms and conditions set forth in policy or certificate of insurance issued by (check) ☒ The Prudential Insurance Company of America, Newark, New Jersey, under its Group Policy No. GL-360 ☐ ______ (If other policy, name insurer) (Home Office Address)

MORTGAGOR'S DECLARATION OF GOOD HEALTH (Applicable Where A Charge Has Been Authorized in 4b Above and Insurance Under Prudential Group Policy GL-360 Is Proposed) — I, the mortgagor, in order to induce Prudential to effect such insurance, do hereby declare that to the best of my knowledge and belief I am now in good health. I hereby authorize any physician or hospital to disclose to Prudential all information concerning my medical history prior to the date of this contract.

The aforesaid undersigned, hereinafter referred to as mortgagor, for securing payment of the time balance of the total price of accessories sold and delivered and/or repair work, labor, services and material furnished, as hereinabove described, by the aforesaid seller, hereinafter referred to as mortgagee, has bargained and sold, and by these presents does grant, bargain and sell unto the mortgagee, his, their or its heirs, executors, administrators, successors and assigns, the following goods, chattels and personal property, including said accessories and material thereon:—

New or Used	Year Model	No. Cyl.	Make Trade Name	Body Type If Truck, Give Tonnage	Model No. or Series	Manufacturer's Serial No.	Motor No.
Used	1956	8	Chevrolet	4 dr.		VB56A103507	

TO HAVE AND TO HOLD forever. UPON CONDITION, that if the said mortgagor shall and does well and truly pay said time balance of the total price in the sum and in accordance with the terms of the foregoing note evidencing the obligation therefor, then these presents shall be void. AND the said mortgagor, for himself, his heirs, executors, administrators and assigns, does covenant and agree to and with the said mortgagee, his, their or its heirs, executors, administrators, successors and assigns, that no transfer, renewal, extension or assignment of this mortgage, or any interest hereunder, or loss, injury or destruction of said property shall release the mortgagor from his obligation hereunder.

THE UNDERSIGNED MORTGAGOR HEREBY ACKNOWLEDGES THE RECEIPT FROM THE MORTGAGEE OF A TRUE, CORRECT AND COMPLETE COPY OF THIS CHATTEL MORTGAGE.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal the 18 day of July 19 66
(Do not date on Sunday)

Mortgagor Signs in Ink Charles E. Conway
CONTRACT INCLUDES GOOD HEALTH DECLARATION WHERE APPLICABLE Charles E. Conway (Witness) (Witness)

The foregoing Chattel Mortgage is hereby assigned under the terms of the Seller's Recommendation, Assignment and Guaranty on the reverse side hereof.

Seller Signs Drinkard Chevrolet-Olds., Inc. By [signature] (If Corp. or Part.) (Title)

(For use in Ala., Minn., Miss., N. C., S. C., Va.)

PROVISIONS

1. Said property is to remain in possession of the mortgagor as long as the conditions of this mortgage are fulfilled.

2. In the event of the transfer and assignment of the mortgagee's rights hereunder, the term "mortgagee" shall be understood as referring to the subsequent holder of this mortgage under such transfer and assignment, except as may be otherwise particularly stated herein.

3. The mortgagor shall keep said property free of all taxes, liens and encumbrances, and any sum of money that may be paid by the mortgagee in release or discharge thereof shall be paid on demand as an additional part of the obligation secured hereunder. The mortgagor shall not use said property illegally, improperly or for hire and shall not, without written permission of the mortgagee, remove said property from the state or transfer or otherwise dispose of any interest in this mortgage or said property.

4. Time is of the essence of this mortgage. In the event that any instalment is not paid within ten (10) days after it becomes due, the mortgagor shall pay to the mortgagee a default charge in an amount equal to 5% of each such unpaid instalment, but such charge shall neither be less than one dollar nor exceed five dollars in any event. The mortgagor agrees, in the event this mortgage is placed into the hands of an attorney for collection, to pay fifteen per cent (15%) of the amount due or such lesser sum as may be permitted by law, as attorneys' fees.

5. In the event that the mortgagee at the mortgagor's request, agrees to extend the time for payment of any instalment, the mortgagor agrees that the charge for such extension shall be at the highest lawful contract rate of interest.

6. In the event mortgagor defaults in any payment due hereunder or fails to comply with any of the terms or conditions hereof or a proceeding in bankruptcy, receivership or insolvency be instituted against the mortgagor or his property or the mortgagee deems said property in danger of misuse or confiscation, the mortgagee shall have the right at his or its election to declare the unpaid balance together with any other amount for which the mortgagor shall have become obligated hereunder to be immediately due and payable.

Further in any such event, the mortgagee or any sheriff or any other officer of the law, may take immediate possession of said property without demand, including any attachments or accessories thereon; and for this purpose the mortgagee may enter upon the premises where said property may be and remove same. The mortgagee may take possession of any other property in the above described motor vehicle in a lawful manner, only, at the time of repossession, wherever such other property may be therein, and hold same temporarily for the mortgagor without liability on the part of the mortgagee. Such repossession shall not affect the mortgagee's right, hereby confirmed, to retain all payments made prior thereto by the mortgagor hereunder.

In the event said property is so retaken, the mortgagee may sell and dispose of same at public or private sale, notice of which is hereby expressly waived, with or without having said property at the place of sale and upon such terms and in such manner as mortgagee may reasonably determine; mortgagee may bid at any public sale. From the proceeds of any such sale, mortgagee shall deduct all expenses for retaking, storing, repairing and selling said property. The balance thereof shall be applied to the total amount due; any surplus shall be paid over to the mortgagor, and in case of a deficiency mortgagee may recover, and mortgagor shall pay, the same together with interest and attorney's fee as hereinabove provided.

7. The mortgagee's acceptance of any instalment or payment after it or the full amount may have become due and payable hereunder shall not be deemed to alter or affect, the mortgagor's obligations or the mortgagee's rights hereunder with respect to any subsequent payments or default therein.

8. CREDITOR INSURANCE ON LIFE OF MORTGAGOR — If a charge for Creditor Insurance on the life of the mortgagor is included in item 4b on the face of this contract,

(a) The mortgagor acknowledges that said charge is included therein pursuant to his authorization that such insurance be procured, by and in the name of the seller or of the assignee of this contract, under a policy of the insurer designated in said item 4b, against the contingency of the mortgagor's death occurring while the insurance is in force, such insurance to be for an amount equal to, and the proceeds thereof to be payable to and applied by the seller or assignee in payment of, so much of the unpaid balance of the obligation hereunder as does not exceed the maximum amount of insurance applicable to an instalment obligation in accordance with the terms and conditions of the policy designated in said item 4b; provided, that in the event the mortgagor has prior hereto incurred instalment obligations under another contract or other contracts containing a charge for insurance authorized to be procured on his life under the same policy as is designated in said item 4b, the aggregate amount of insurance to the benefits of which the mortgagor may become entitled under said several contracts, including this one, shall be limited to the maximum aggregate amount of insurance payable by the insurer with respect to such several contracts in accordance with the terms and conditions of said policy.

(b) In the event that (1) the mortgagor shall have incurred instalment obligations under more than one contract containing a charge for insurance procured on his life under the policy of the insurer as is designated on the face hereof, (2) the aggregate of the instalment obligations under such contracts exceeds the maximum aggregate amount of insurance payable by the said insurer, (3) the instalment obligation under each of such contracts is or has become payable to the same seller thereunder or to the same assignee thereof, and (4) during the lifetime of the mortgagor the aforesaid seller or assignee is notified in writing to the foregoing effect, then, at such time as the aggregate of so much of the charge contained in each of said contracts as is included in the instalments theretofore paid thereunder equals the charge, at the same rate, for said maximum aggregate amount of insurance, the balance then payable under one of such contracts shall be reduced by the aggregate of so much of the charge as is included in the instalments thereafter payable under each of said contracts, as well as by the aggregate of so much of the Finance Charge itemized on the face of each of said contracts as is applicable to so much of the charge as is included in the instalments thereafter payable under each of said contracts, and the mortgagor shall be credited with payment thereof.

(c) The inclusion of the charge for the aforesaid insurance is (1) upon the understanding that the mortgagor hereby waives, and releases the seller or assignee from, all claims to any and all such rights, benefits or advantages as may accrue under such insurance, except the right thereunder to the application of any proceeds of such insurance in payment of the obligation under this contract, and (2) on the condition that, if the seller is unable for any reason to procure such insurance from the aforesaid insurer, the seller shall forthwith notify the mortgagor to that effect, whereupon the balance payable hereunder shall be reduced by the amount of the charge included as aforesaid, as well as by a rebate of so much of the Finance Charge itemized on the face of this contract as is applicable to the amount of said charge, and the mortgagor shall be credited with payment thereof.

GUARANTY BY THIRD PARTY

In consideration of the making of the within mortgage by the seller therein, the undersigned does hereby guarantee to said seller, or any assignee of said mortgage, payment of all deferred payments as specified therein and covenants in default of payment of any instalment or performance or any requirement thereof by mortgagor to pay full amount remaining unpaid upon demand. The liability of the undersigned shall not be affected by any settlement, extensions, variation of terms of the within mortgage effected with, or by the discharge or release of the obligation of the mortgagor or any other person interested, by operation of law or otherwise. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands, and prosecution of collection, foreclosure and possessory remedies, and the right to remove any legal action from the court originally acquiring jurisdiction, are hereby expressly waived.

(GUARANTOR) (ADDRESS) (WITNESS)

SELLER'S RECOMMENDATION, ASSIGNMENT AND GUARANTY

The seller, as identified on the face of this mortgage, certifies and warrants that all right, title and interest in and to the account evidenced by the foregoing promissory note and the mortgage securing same are now vested in the seller and that he (it, they) has the right to assign same; and that the statements made by the mortgagor concurrently with said mortgage are true to the best of the seller's knowledge and belief.

For value received, the seller does hereby sell, assign and transfer to General Motors Acceptance Corporation, his, its or their right, title and interest in and to the foregoing mortgage and the property covered thereby, together with the promissory note evidencing the amount secured thereby, and authorizes said General Motors Acceptance Corporation to do every act and thing necessary to collect and discharge the same.

In consideration of your purchase of the foregoing mortgage, the seller guarantees payment of the full amount of the obligation secured by the foregoing mortgage, and covenants if default be made in payment of any instalment therein to pay the full amount then unpaid to General Motors Acceptance Corporation upon demand. The liability of the seller shall not be affected by any settlements, extensions, variation of terms effected with, or by the discharge or release of the obligation of, the mortgagor or any other person interested, by operation of law or otherwise. The seller waives notice of acceptance of this guaranty and notices of non-payment and non-performance.

For value received the undersigned hereby sells, assigns and transfers to Drinkard Chevrolet Company all its rights, title and interest in and tothe within contract and the property described therein, without recourse to GMAC.

GENERAL MOTORS ACCEPTANCE CORPORATION

9/29/66

By: [signature]

Assistant Secretary

DRINKARD CHEVROLET-OLDS, INC.
Telephone 943-2251
FOLEY, ALA.

8818

DATE 6/1/66

QTY.	PART NO. OR DESCRIPTION	SALE AMOUNT
1	~~Head Gasket~~	
1	3733899 Gasket	5 91
1	3773011 Cyl Head	35 00
8	Plugs	8 00
	Heater Hose	80
		49 71

SUBLET REPAIRS

Repair Radiator — 4 00

C RFO 8353

TOTAL SUBLET REPAIRS

ACCESSORIES

TOTAL ACCESSORIES

BILL TO

ADDRESS CITY

CUSTOMER'S NAME Harold Conway

ADDRESS Silverhill Ala CITY

YEAR	TYPE OR MODEL	MAKE	LICENSE NO.
56	4-D	Chev.	

MOTOR NO. SERIAL NO. SPEEDOMETER 3059

DELIVERY DATE TRANS. NO. DIFF. NO. PHONE RES. BUS.

PAINT & TRIM NO. BODY NO. STYLE NO.

TIME PROMISED AM PM

CUST. ORDER NO.

WRITTEN BY

DELIVER YES ☐ NO ☐

PHONE WHEN READY YES ☐ NO ☐

		LABOR CHARGE
LUBRICATE	☐	
CHANGE OIL	☐	
CHANGE OIL FILTER CART.	☐	
SERVICE AIR CLEANER	☐	
PACK WHEEL BRGS.	☐	
ADJ. BRAKES	☐	
CHANGE TRANS. OIL	☐	
CHANGE DIFF. OIL	☐	
PACK U-JOINTS	☐	
ALIGN WHEELS	☐	
ROTATE TIRES	☐	
WASH	☐	
POLISH	☐	

OPER. NO.	REPAIR ORDER — LABOR INSTRUCTIONS	LABOR CHARGE
1	Replace head right side	30 00
	Tune engine as needed	9 50
	Replace heater hose	

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

SIGNED

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

	GALS. GAS @		
4	QTS. OIL @	FVD	2 00
	LBS. GREASE @		
	AUTO. TRANS. OIL		

TOTAL GAS, OIL & GREASE

☐ Cash
☑ Charge
☐ Internal

OK'd By

INTERNAL SUMMARY

ACCT.	CHARGE	COST

LABOR	39 50
PARTS	49 71
ACCESSORIES	
GAS, OIL & GREASE	2 00
PAINT MATERIAL	
SUBLET REPAIRS	4 00
SALES TAX	1 99
TOTAL AMOUNT	97 20

THANK YOU

ADDITIONAL MATERIAL USED

PART NUMBER	DESCRIPTION	SALE AMOUNT				QUAN.	PART NUMBER	DESCRIPTION	SALE AMOUNT			
								TOTAL BROUGHT FORWARD				
	TOTAL FORWARD							TOTAL				

O-11411-B

DRINKARD CHEVROLET-OLDS, INC.

Telephone 943-2251

FOLEY, ALA.

No. 8353

DATE 4/23/66

QTY.	PART NO. OR DESCRIPTION	SALE AMOUNT
1	1977468 Lever	1 80
1	1931585 Drive	8 09
1	3814713 Seal U	2 15
1	3716678 Gasket	3 68
1	3703256 Fil Pump	26 85
1	5459350 Band	7 50
[redacted]		
1	3694467 Washer	60
1	3694468 ✓	60
5	3764461 Plates	6 80
4	3848703 ✓	6 40
1	3756776 Link	2 07
1	3780084 Bush	75
1	3709063 Pin	05
1	3742455 Drum	9 70
		5
1	1157 Bulb	49
1	3771946 Gear	15 60
1	703 Washer	60
2	Seals	1 30
1	3721564 Drum	12 20
1	Seal	2 45
1	3725285 Mount	4 01
1	PF141 Element	2 82
P.O. NO.	SUBLET REPAIRS	116 46
	Clean radiator	7 50
	Overhaul trans.	25 00
	TOTAL SUBLET REPAIRS	32 50
	ACCESSORIES	
	TOTAL ACCESSORIES	

BILL TO			
ADDRESS		CITY	
CUSTOMER'S NAME	Harold Conway (Ed Conway)		
ADDRESS	Silverhill, Ala.	CITY	
YEAR 56	TYPE OR MODEL 4-D	MAKE Chev.	LICENSE NO. 5-21644
MOTOR NO.	SERIAL NO. VB56A103507		SPEEDOMETER 3059
DELIVERY DATE	TRANS. NO.	DIFF. NO.	PHONE RES.
PAINT & TRIM NO.	BODY NO.	STYLE NO.	PHONE BUS.

TIME PROMISED AM PM

CUST ORDER NO.

WRITTEN BY

DELIVER YES ☐ NO ☐

PHONE WHEN READY YES ☐ NO ☐

OPER. NO.	REPAIR ORDER — LABOR INSTRUCTIONS	LABOR CHARGE
	LUBRICATE ☐	
	CHANGE OIL ☐	
	CHANGE OIL FILTER CART. ☐	
	SERVICE AIR CLEANER ☐	
	PACK WHEEL BRGS. ☐	
	ADJ. BRAKES ☐	
	CHANGE TRANS. OIL ☐	
	CHANGE DIFF. OIL ☐	
	PACK U-JOINTS ☐	
	ALIGN WHEELS ☐	
	ROTATE TIRES ☐	
	WASH ☐	
	POLISH ☐	
	Repair starter	5 50
	Repair trans (R&R trans)	25 00
	Repair tail lights	N/C
	R&R Radiator for repair & Cleaning	5 00

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

SIGNED

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

	GALS. GAS @	
5	QTS. OIL @ .50	2 50
	LBS. GREASE @	
10½	AUTO. TRANS. .60	6 30
	TOTAL GAS. OIL & GREASE	8 80

☐ Cash

☐ Charge

☐ Internal

OK'd By________

INTERNAL SUMMARY		
ACCT.	CHARGE	COST

LABOR	35 50
PARTS	116 46
ACCESSORIES	
GAS, OIL & GREASE	8 80
PAINT MATERIAL	
SUBLET REPAIRS	32 50
SALES TAX	4 66
TOTAL AMOUNT	197 92

THANK YOU

ADDITIONAL MATERIAL USED

PART NUMBER	DESCRIPTION	SALE AMOUNT			QUAN.	PART NUMBER	DESCRIPTION	SALE AMOUNT	
							TOTAL BROUGHT FORWARD		
		37 50							
		27 00							
		1 60							
	TOTAL FORWARD						TOTAL		

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