

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

January 3, 1963

Hon. Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama 36507

Re: Associates Discount Corp.
Vs: Floyd Malone, Jr.
Case No. 7801

Dear Judge Mashburn:

Kindly enter a judgment on a promissory waive
note in this case for the principal amount of \$369.48,
plus \$25.00 attorney's fee, for a total of \$394.48.

Although, there is approximately 1½ years interest
on this note, we will waive the interest.

Cordially yours,



FOREST A. CHRISTIAN

Floyd Malone, Jr. residing at 1430 Detroit Blvd. (Write or Type Buyer's Name Plainly) Number Street

Pensacola, Escambia Florida, hereby agree to purchase of City Zone No. County

Vince Whibbs Pontiac Co. (Seller), of the City of Pensacola, Florida

Table with columns: New or Used, Make of Motor Vehicle, No. Cyl., Year, Model No., Type of Body, Serial Number, Motor Number, License Number. Includes checkboxes for Radio, Heater, Automatic Transmission, Overdrive, Power Steering, Power Brakes, Window Lifts, Air Conditioning, Other.

together with all equipment and accessories thereon, all of which are included in the term "motor vehicle" as used herein, for a Total Time Selling Price equal to the sum of Items (1, 4, 5 and 7) in the following tabulation:

- 1. Total Bona Fide Cash Price of Motor Vehicle if buyer had elected to buy for cash instead of for Total Time Selling Price as herein recited \$ 3351.68
DOWN PAYMENT { Trade-in 1957 Pontiac Equity \$ 381.86
Cash \$ 26982
2. Total Down Payment \$ 651.68
3. The difference between Items 1 and 2 \$ 2700.00
4. Insurance Premiums Credit Life Ins. not thru Associates \$ 320.45

(Check Insurance Coverages Included in Contract.) COVERAGES APPLICABLE TO MOTOR VEHICLE for Term 36 Months, effective July 13, 1965

\$ 50.00 Deductible Collision, Comprehensive, Fire, Theft and Combined Additional Coverage, Road Service. OTHER INSURANCE COVERAGES - Credit Life, Accident and Health

BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE NOT INCLUDED (No insurance included unless checked above)

It is hereby mutually agreed insurance included herein, other than insurance on the car, covers only the person whose signature first appears below.

- 5. The amount of license, taxes, and official fees Doc. Stamps \$ 5.40
6. Principal Balance (sum of Items 3, 4 and 5) \$ 3025.85
7. Finance charge \$ 555.65
8. The Time Balance (sum of 6 and 7) \$ 3581.50

and I promise to pay at the office of the Associates Discount Corporation at South Bend, Indiana, the amount of said Time Balance in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, 2 @ \$200.00 July 19, 1965 & Aug. 2, 1965, 3 @ \$120.00 Aug., Sept., & Oct. 27, 1965 in 38 monthly installments of \$ 85.50 and a final installment of \$ beginning on Nov. 27, 1965

and continuing on the same day of each month thereafter until fully paid. If any of said installments be not paid when due, then all unpaid installments shall immediately become due at the option of the owner hereof without notice or demand.

I promise to pay to the Seller or other holder of this contract a delinquency and collection charge on each installment of this contract in default for a period of not less than ten days in an amount not in excess of 5% of each installment or \$5.00, whichever is the lesser. Waiver of any default shall not constitute waiver of any other default.

Time is of the essence of this contract and if I fail to pay any of the installments when due or otherwise breach or fail to perform any of the provisions or promises herein, or if attachment, levy of execution or other process issues against the motor vehicle, or in the event of bankruptcy or my insolvency or if the holder shall deem himself insecure, all unpaid installments, at the option of the holder, shall immediately become due and payable without notice or demand.

Upon default, the motor vehicle purchased hereunder may be repossessed and sold at public sale. The proceeds of such sale shall be applied first to the payment of such costs, expenses and attorneys' fees in connection with the retaking, storing and sale of the motor vehicle as may be allowed by the court if the retaking is by legal process or, if the retaking is not by legal process, to the payment of the actual and necessary expenses of storing the motor vehicle, not to exceed one dollar (\$1.00) per day, and to the actual cost of publishing the notice of sale in a newspaper as required in subsection (4) of section 520.11, Florida Statutes, and then to the satisfaction of the balance due under this contract.

The Buyer and Seller agree to the "Statement of Additional Covenants" set forth on the reverse side hereof, which the undersigned each agree shall constitute a part of this contract.

The word "I" used herein shall mean "we" if more than one person signs as buyer.

NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign.

I hereby acknowledge receipt of a true copy of this contract and warrant to each purchaser of the seller's interest herein that this instrument contains all of the agreements of the parties regarding the property herein described.

In Witness Whereof, the parties hereunto have set their hands on this 15 day of July, 1965

Buyer: Floyd Malone, Jr. (Signature) SEAL
Purchaser Signs
Jean Snyder (Witness)
Vince Whibbs Pontiac Co. (Dealer) SEAL
By: (Signature) (Owner, Officer or Firm Member) Dealer Signs

Title to the motor vehicle described herein shall remain in the Seller or his assignee until this contract is fully performed by me. I hereby acknowledge delivery to me and possession of said motor vehicle. I shall not sell, encumber or lease the vehicle or transfer or assign any of my interest therein or in this contract, or use said motor vehicle in violation of any State or Federal laws. I will not remove it from the county or filing district in which I now reside without written permission from the holder of this contract.

In the event this agreement and title to the motor vehicle is assigned to Associates Discount Corporation, I promise that after such assignment I will settle all claims against the Seller directly with him and agree not to set up any such claim as a defense, counter-claim, set-off, cross-complaint or otherwise to any action for the purchase price or possession of said motor vehicle brought by the owner hereof. I further agree to pay such attorneys fees and court costs as are permitted by law in the event this agreement is assigned to an attorney not a salaried employee of the holder for collection or repossession of the motor vehicle described herein.

If no cost of insurance coverage applicable to the motor vehicle is included in this contract, I promise to promptly insure the motor vehicle at my own expense in a company acceptable to the holder hereof against loss by fire, theft and collision for the period of the term of this contract under a policy providing that loss, if any, shall be payable to me and the holder of this contract as our respective interests may appear and to keep such insurance in full force during said term and to deliver to the holder of this contract within five days of the date of this contract a paid-up policy to such effect. If I fail to so deliver such a policy, or if such policy is subsequently cancelled or expires and I do not furnish replacement insurance immediately, the holder of this contract may but shall not be obligated to purchase such a policy, and I promise to pay the cost thereof at such time or times as the holder of this contract demands together with interest thereon at the highest lawful contract rate until paid.

If any motor vehicle insurance obtained by the holder of this contract under the terms hereof is subsequently cancelled by the insurer and a return premium received therefrom, the holder after each such cancellation may but shall not be obligated to obtain therewith similar insurance from another carrier and if the premiums therefor are greater than the amount of return premiums, I promise to pay such additional amounts at such time or times as the holder of this contract demands together with interest thereon at the highest lawful contract rate until paid. If the holder chooses not to obtain such insurance protecting both the holder and myself against loss, the holder may but shall not be obligated to purchase a policy of single interest insurance protecting the holder alone against loss and to apply any remainder toward the satisfaction of the last maturing installment of this contract.

Any and all refunds or returns of unearned insurance premiums are hereby transferred, set over and assigned to the holder hereof as an additional security for the indebtedness evidenced by this contract and may be collected and receipted for by the holder in its name or in mine or any time. The holder of this contract may from time to time apply all sums not expended for insurance toward the satisfaction of the last maturing installment of this contract.

ASSIGNMENT WITHOUT RECOURSE

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle 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; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

Dated this 15 day of July, 1965 Vince Whibbs Pontiac Co. By [Signature]
(Dealer Firm Name) (Official Title)

ASSIGNMENT WITH RECOURSE

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns, with full recourse, and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle 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; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

The undersigned guarantees payment of the unpaid balance on said contract as and when the same shall become due and payable under the terms of said contract, hereby waiving notice of acceptance and notice of defaults and consents that the Assignee may, without affecting the undersigned's liability, compromise or release, by operation of law or otherwise, any rights against and grant extensions of time of payment to Buyer and other obligators.

Dated this 28 day of June, 1965 [Signature] By [Signature]
(Dealer Firm Name) (Official Title)

ASSIGNMENT

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle 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; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

As a part of the foregoing instrument, the undersigned's obligation in addition to those stated in the preceding paragraph are governed by the paragraph set forth opposite the undersigned's signature below.

1. FULL REPURCHASE AGREEMENT

The undersigned further agrees that if Assignee repossesses the said motor vehicle described in said Contract, the undersigned will purchase from Assignee the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and will so purchase said motor vehicle although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

Dated this _____ day of _____, 19____

Dealer
By _____
Official Title

Address of Dealer

2. LIMITED REPURCHASE AGREEMENT

The undersigned further agrees that if the Buyer fails to pay the first _____ installments of his obligation as set forth in the contract hereby assigned and if Assignee repossesses the said motor vehicle described in said Contract, the undersigned will purchase from Assignee the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and will so purchase said motor vehicle although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

Dated this _____ day of _____, 19____

Dealer
By _____
Official Title

Address of Dealer

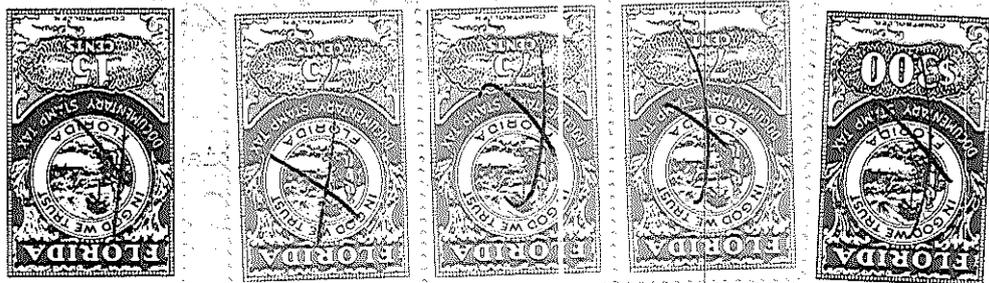
3. PARTIAL REPURCHASE AGREEMENT

The undersigned further agrees that if Assignee repossesses the motor vehicle described in said contract, the undersigned upon demand will pay to Assignee \$ _____ or purchase the motor vehicle from Assignee for the then unpaid balance in its then condition and location, and will so pay or purchase although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

Dated this _____ day of _____, 19____

Dealer
By _____
Official Title

Address of Dealer



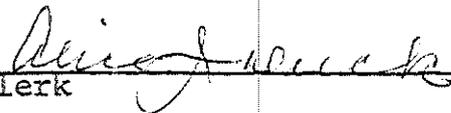
SUMMONS

STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons FLOYD MALONE, JR. 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 ASSOCIATES DISCOUNT CORPORATION, an Alabama corporation.

Witness my hand this the 15 day of October, 1967.


Clerk

** ** *

COMPLAINT

ASSOCIATES DISCOUNT CORPORATION,)
An Alabama corporation,)

PLAINTIFF,)

VS:)

FLOYD MALONE, JR.,)

DEFENDANT.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7881

The Plaintiff claims of the Defendant THREE HUNDRED SIXTY-NINE & 48/100 DOLLARS (\$369.48), due by promissory waive note made by him on the 15th day of July, 1965, and payable on the 1st day of July, 1966, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be TWENTY-FIVE & 00/100 DOLLARS (\$25.00).

ATTORNEY FOR THE PLAINTIFF


Forest A. Christian

Defendant's address is:
Seminole, Alabama

FILED

OCT 25 1967

ALICE J. DUCK CLERK REGISTER

Received 25 day of Oct. 1967
and on 29 day of Nov 1967

720. 7801

I enclose a copy of this within A.V.C.
Floyd Malone, Jr.

SUMMONS AND COMPLAINT

by service on

TAYLOR WILKINS Sheriff
Charles Childers

Summons

ASSOCIATES DISCOUNT CORPORATION,
An Alabama Corporation,

PLAINTIFF,

VS:

FLOYD MALONE, JR.,

DEFENDANT.

Sheriff claims 90 miles at
Ten Cents per mile Total \$ 9.00
TAYLOR WILKINS, Sheriff
by Charles Childers
DEPUTY SHERIFF

FILED

OCT 25 1967

ALICE J. DUCK CLERK
REGISTER

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FOREST A. CHRISTIAN
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