

CHRYSLER CREDIT CORPORATION*
a corporation,
Plaintiff,
VS.
JAMES W. HOWELL,
Defendant.
IN THE CIRCUIT COURT OF
BALDWIN
MOBILE COUNTY, ALABAMA.
AT LAW.
CASE NO.

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA)
COUNTY OF MOBILE)

Now comes JOHN M. YEARTY
who being first duly sworn, deposes and says that the defend-
ant herein, JAMES W. HOWELL
was not at the time of the filing of this suit, and is not now,
in the Military or Naval Service of the United States.

The Defendant resides at Foley, Alabama

John M. Yearty
JOHN M. YEARTY

Sworn to and subscribed before me

this the 4 day of April 1968.

Desmond B. Tolson
Notary Public, Mobile County, Alabama.

Filed

CLERK

RETAIL INSTALLMENT CONTRACT

NO. 10151
ORIGINAL

Buyer's (and Co-Buyer's) Name and Address (Include County) James W. Howell P.O. Box 206 Foley, Alabama	Seller's Name and Address Thompson Chrysler-Plymouth, Inc. 3016 Government Blvd. Mobile, Alabama
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The undersigned Seller hereby sells, and the undersigned Buyer (which means Buyer or Buyers, jointly and severally), having been quoted both a Time Price and a lower Cash Sale Price, hereby purchases from Seller on a time price basis, subject to the terms and conditions set forth herein, including the reverse hereof, the following property (hereinafter called "property"), delivery and acceptance of which in good order hereby are acknowledged by Buyer:

NEW/USED	YEAR	MAKE	CYL	MODEL	BODY TYPE	VEHICLE NO.
Used	1966	Chrysler		Imperial	Crown	YM43 J 63 124757

Check All Spec. Equip.	<input type="checkbox"/> Radio	<input type="checkbox"/> Heater	<input type="checkbox"/> Auto. Trans.	<input type="checkbox"/> Power Steering	<input type="checkbox"/> Power Brakes	<input type="checkbox"/> Power Seats	<input type="checkbox"/> Power Windows	<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Describe Other
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STATEMENT OF TRANSACTION

1. Cash Sale Price (Include equipment, accessories, extras and taxes, if any) \$4577.50
2. Total Down Payment—Consisting of \$1195.00 Plus \$ 400.00 \$1595.00
 (Net Trade-in) (Actual Cash)
- Description of Trade-in: Make Oldsmobile Model Sta. Wagon Year 1961
3. Difference between items 1 & 2 \$2982.50
- * 4a. Cost of Physical Damage Insurance (Include if Buyer has authorized Seller to apply for the insurance)—See Below \$
- ** 4b. Charge for Credit Life Insurance (Include if Buyer has authorized Seller to apply for the insurance)—See Below \$ 45.61
- 4c. \$
5. Official Fees \$ 10.00
6. Principal Balance (Add items 3, 4a, 4b, 4c & 5) \$3038.11
7. Finance Charge \$ 716.69
8. Time Balance (Add items 6 & 7) \$3754.80

Buyer hereby promises to pay the Time Balance to the order of Seller or holder at Seller's office designated herein, or at such office of any holder of this contract, in 36 installments of \$ 104.30 each, and one final installment of \$ _____, which shall be the balance due hereon, commencing on the 25 day of October, 19 67, and on the same day of each month thereafter until paid.

* **PHYSICAL DAMAGE INSURANCE** Covering Accidental Physical Damage to the car as outlined below (check which applies) for a term of _____ months, and ☐ including optional coverage for Towing and Labor Costs. (If included, the cost thereof, amounting to \$ _____, is included in the aggregate cost itemized above.)

☐ Comprehensive Coverage ☐ Fire-Theft and Additional Coverage ☐ including \$ _____ Deductible Collision ☐ excluding

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

** **CREDIT LIFE INSURANCE** according to terms and conditions set forth in policy or certificate of insurance issued by (check) ☒ The John Hancock Mutual Life Insurance Company, Boston, Mass. under its Group Policy No. 17680-GCI.

☐ _____ (If Other Policy, Name Insurer) _____ (Home Office Address)

NOTICE TO BUYER IF CREDIT LIFE INSURANCE IS AUTHORIZED:

1. The maximum amount of insurance under this contract is: If John Hancock is the above-designated insurer under its Group Policy No. 17680-GCI, \$10,000. If insurer designated above is other than John Hancock under its Group Policy No. 17680-GCI, \$ _____. Maximum aggregate amount of insurance under this and any other installment contract of the Buyer, when the insurer designated above is the insurer designated in each of the several contracts, is _____. If John Hancock is the above-designated insurer under its Group Policy No. 17680-GCI, \$10,000; otherwise \$ _____. If the insurance becomes effective, the term thereof shall commence on the date of this contract and continue until not later than the 15th () day after the date provided above for payment of the final installment hereunder, on which date the unpaid balance of the obligation hereunder is or becomes paid in full, unless the insurance is automatically terminated on an earlier date in certain other events. Reference is hereby made to the further statement of such insurance, including the further statement concerning the above-designated maximum amounts of insurance contained in Paragraph 10 on the reverse hereof, and hereby incorporated in this item.
2. Buyer Proposed For Life Insurance: The person whose name appears on line A below (or Co-Buyer, if any, on line B, when Buyer is a corporation).
3. **Declaration of Good Health** — Applicable Where A Charge Has Been Authorized in 4b Above and Insurance Under John Hancock Group Policy No. 17680-GCI is Proposed: I, the Buyer proposed for life insurance, in order to induce John Hancock 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 John Hancock in the event of my death all information concerning my medical history prior to the date of this contract.

Buyer represents that the Property described in this contract is purchased for the following use (check which applies): ☐ personal, family or household ☐ farm ☐ business

If Buyer is a non-resident of Alabama, the address in Alabama where the Property will be kept is _____

THIS CONTRACT DOES NOT PROVIDE AUTOMOBILE BODILY INJURY OR PROPERTY DAMAGE INSURANCE AND IS NOT IN COMPLIANCE WITH THE MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW OF ANY STATE.

Notice to the Buyer: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of this contract.

Executed in quadruplicate, copy of which was delivered to, and receipt is acknowledged by, Buyer, this 11 day of September, 19 67.
(Do not date on Sunday)

A: Buyer Signs X _____ B: Co-Buyer Signs X _____

Seller: Thompson Chrysler-Plymouth, Inc. _____ Title: President

STATE OF ALABAMA
County of ~~MOBILE~~
Baldwin

KNOW ALL MEN BY THESE PRESENTS, That we, CHRYSLER CREDIT CORPORATION, a corporation,
as Principal, and FEDERAL INSURANCE COMPANY, as Sureties, are held and firmly bound unto
JAMES W. HOWELL

in the sum of SIX THOUSAND AND NO/100 (\$6,000.00) DOLLARS

for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our heirs, executors and administrators. Sealed with our seals and dated this 26th day of February
in the year of our Lord, one thousand, nine hundred and sixty-eight

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said
CHRYSLER CREDIT CORPORATION, a corporation,

did, on the 26th day of February, (1) 1968 sue out in the Circuit Court
of ~~MOBILE~~ Baldwin County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him to take
into his possession the following described property, to-wit: One (1) used 1966 Chrysler Imperial
Crown, Eight Cylinder, Four-Door, Hard Top, Serial Number YM43 J 63
124757.

which said writ was placed in the hands of

Sheriff of the County of ~~MOBILE~~ Baldwin, on the February, 19 68, by taking into his possession
the following described property, to-wit: One (1) used 1966 Chrysler Imperial Crown,
Eight Cylinder, Four-Door, Hard Top, Serial Number YM43 J 63 124757.

and whereas the said JAMES W. HOWELL

defendant in said writ, has failed and neglected, for the space of five days from the execution of said writ, to give bond
and take possession of said property as authorized by law.

Now is the said CHRYSLER CREDIT CORPORATION, a corporation,

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment, and
pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to remain
in full force and effect.

CHRYSLER CREDIT CORPORATION, a corporation

BY: [Signature] (Seal)
Its Collection Supervisor
FEDERAL INSURANCE COMPANY (Seal)

BY: [Signature] (Seal)
Attorney In Fact

Taken and approved this the 27th day of March, 19 68.

[Signature]
Sheriff, ~~MOBILE~~ Baldwin County, Alabama

State of Alabama, Mobile County)
I, the undersigned, Clerk of the Circuit Court of Mobile County, Alabama, do hereby
certify that if this bond were presented to me I would approve the same.
Done this the 28th day of February, 1968.

[Signature]
CLERK, CIRCUIT COURT, MOBILE COUNTY, ALA.

No. _____

CIRCUIT COURT

MOBILE COUNTY

CHRYSLER CREDIT CORPORATION,
a corporation

VS. } Definue Forthcoming
Bond by Plaintiff

JAMES W. HOWELL

ENGEL AND SMITH, Attorneys
for Plaintiff

Certified Copy of
POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 90 John Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint

T. L. Griffin
Robert P. Meier
Mary Jean Holt
of
Mobile, Alabama

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of Fifty Thousand Dollars (\$50,000.00).
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 66.

FEDERAL INSURANCE COMPANY

By

Frederick C. Gardner

Frederick C. Gardner
Vice President



Davis Quinn

Davis Quinn
Assistant Secretary

STATE OF NEW YORK }

ss.:

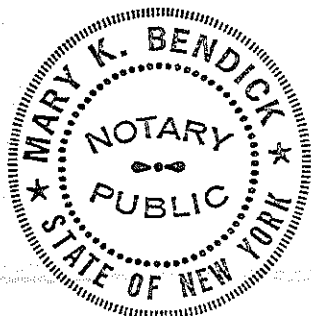
County of New York

On this 1st day of January 19 66, before me personally came Davis Quinn, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney and the said Davis Quinn being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with Frederick C. Gardner and knows him to be Vice President of said Company, and that the signature of said Frederick C. Gardner subscribed to said Power of Attorney is in the genuine handwriting of said Frederick C. Gardner and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me
on the date above written.

Mary K. Bendick

Notary Public



MARY K. BENDICK
NOTARY PUBLIC, State of New York
No. 24-0237960
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1967

8022

THE STATE OF ALABAMA,
~~MOBILE~~ COUNTY.
 BALDWIN

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, CHRYSLER CREDIT CORPORATION,
a corporation, and FEDERAL INSURANCE COMPANY

are held and firmly bound unto JAMES W. HOWELL
his heirs, executors and administrators, in the
 sum of THREE THOUSAND FIVE HUNDRED AND NO/100 (\$3,500.00) Dollars, for
 the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly
 and severally, firmly by these presents.

Sealed with our seals and dated this 26th day of February, A. D. 19 68

The Condition of the above Obligation is such, That whereas the above bounden
CHRYSLER CREDIT CORPORATION, a corporation, has, on
 the 26th day of February 19 68, sued out from the office of the
 Clerk of the Circuit Court of Mobile, in the State of Alabama, a Writ of Detinue, returnable to the present
Baldwin
 term of said Circuit Court of Mobile against the said JAMES W. HOWELL
Baldwin

for the recovery of the following property.
 to-wit One (1) used 1966 Chrysler Imperial Crown, 8 Cylinder, Four-door,
Hard Top, Serial Number YM43 J 63 124757

NOW, if the said CHRYSLER CREDIT CORPORATION, a corporation shall fail
 in said suit, and shall pay to the said JAMES W. HOWELL
 the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said
 Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

State of Alabama) Mobile County)
 I, the undersigned, Clerk of the Circuit Court of Mobile County, Ala., do hereby
 certify that if this bond were presented to me I would approve the same. Done this
 the 28th day of February, 1968.
J. L. McManisville
 CLERK, CIRCUIT COURT, MOBILE COUNTY, ALA.

CHRYSLER CREDIT CORPORATION, a corporation
 BY: [Signature] (Seal)
 Its Collection Supervisor
FEDERAL INSURANCE COMPANY
 BY: [Signature] (Seal)
 Its Attorney in Fact

THE STATE OF ALABAMA,
Mobile County

DETINUE AFFIDAVIT

the undersigned Notary Public
PERSONALLY appeared before me, ~~XXXXXX XXXXXXXX Clerk of the Circuit Court of Mobile County~~

JOHN M. YEARTY

who, being duly sworn deposes and says, that the property sued for in the complaint of
CHRYSLER CREDIT CORPORATION, a corporation,

to-wit: One (1) used 1966 Chrysler Imperial Crown, Eight Cylinder, Four-
Door, Hard Top, Serial Number YM43 J 63 124757.

belongs to CHRYSLER CREDIT CORPORATION, a corporation the said Plaintiff.

Sworn to and subscribed the 26th day
of February, 19 68, before me.

JOHN M. YEARTY

Notary Public, Alabama State at Large

No. _____

CIRCUIT COURT

~~MOBILE~~ COUNTY

BALDWIN

CHRYSLER CREDIT CORPORATION,
a corporation

VS. } Detinue Affidavit
and Bond

JAMES W. HOWELL

Filed _____ day of _____ 19 _____

Clerk Circuit Court, ~~MOBILE~~ County
Baldwin

ENGEL AND SMITH

P. O. Box 1045

Mobile, Alabama
Attorney

Certified Copy of
POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 90 John Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint

T. L. Griffin
Robert P. Meier
Mary Jean Holt
of
Mobile, Alabama

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of Fifty Thousand Dollars (\$50,000.00).
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 66.

FEDERAL INSURANCE COMPANY

By

Frederick C. Gardner

Frederick C. Gardner
Vice President



Davis Quinn

Davis Quinn
Assistant Secretary

STATE OF NEW YORK }

ss.:

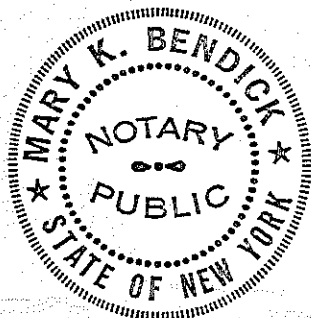
County of New York

On this 1st day of January 19 66, before me personally came Davis Quinn, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney and the said Davis Quinn being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with Frederick C. Gardner and knows him to be Vice President of said Company, and that the signature of said Frederick C. Gardner subscribed to said Power of Attorney is in the genuine handwriting of said Frederick C. Gardner and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me
on the date above written.

Mary K. Bendick

Notary Public



MARY K. BENDICK
NOTARY PUBLIC, State of New York
No. 24-0237960
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1967

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended January 2, 1964 and that this By-Law is in full force and effect.

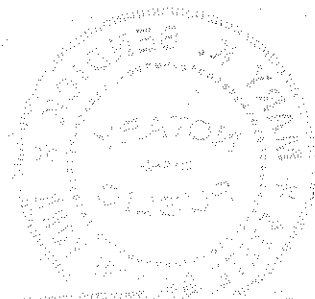
Section 2. All bonds, undertakings, contracts, powers of attorney, and other instruments other than as above, for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in this section, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney."

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, Puerto Rico, and each of the Provinces of the Dominion of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the laws of the United States.

Given under my hand and seal of said Company at New York, N. Y., this 26th day of

February 19 68

Assistant Secretary



CHRYSLER CREDIT CORPORATION,
a Corporation,

Plaintiff,

VS.

JAMES W. HOWELL

Defendant.

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA
) AT LAW
)
)
) CASE NO. 8022
)

The Plaintiff claims of the Defendant the following personal property, viz: One (1) used 1966 Chrysler Imperial Crown, Eight Cylinder, Four-Door, Hard Top, Serial Number YM43 J 63 127475, with the value of the hire or use thereof during the detention, viz: from the 9th day of January, 1968.

ENGEL AND SMITH
Attorneys for Plaintiff

FILED

FEB 28 1968

ALICE J. DUCK CLERK
REGISTER

BY: Desmond B. Tolson
Member Appearing

DEFENDANT MAY BE SERVED IN THE FOLLOWING MANNER:

Upon entering Foley from the North by State Highway 59, proceed one block past the 2nd red light, then turn right; proceed West one block. Defendant Howell's address is 3rd building on left. in 2nd block

The State of Alabama, }
Baldwin County

CIRCUIT COURT
No. 8022

19

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon JAMES W. HOWELL

to appear within thirty days from the service of this writ, in the Circuit Court to be held for said County

at the place of holding the same, then and there to answer the complaint of CHRYSLER CREDIT CORPORATION,
A Corporation

Witness my hand this 28th day of February 1968

Allice J. Luck, Clerk

COMPLAINT

Plaintiff Versus Defendant

The plaintiff claims of the defendant the following personal property, to-wit:

with the value of the hire or use thereof during the detention, to-wit:

from 19, to 19

Plaintiff's Attorney.

State of Alabama

Baldwin County

CIRCUIT COURT

CHRYSLER CREDIT CORPORATION,

A Corporation

Plaintiff...

VS.

JAMES W. HOWELL

Defendant...

Detinue Summons and Complaint

FILED

Filed 19

FEB 28 1968

Clerk

ALICE J. DUCK

CLERK
REGISTER

Engel & Smith

Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Alice J. Duck Clerk

executed Feb 29 1968
By
Looking up 1966 Chrysler
Imperial Crown Serial
YM43 J 63 127471,
IN POSSESSION AND STORING
At Foley PD

Taylor Wilkins
Carolee Childers

Defendant lives at

RECEIVED
Received in office

FEB 28 1968

19

AVICE WILKINS
SHERIFF

Sheriff

I have executed this summons

this Feb 29 1968

by leaving a copy with

James W. Howell
Pay made bond
3/7/68 by Chrysler
Credit Corp. by Federal
Ins. Co. Mary Jean
Holt atty in fact.
Property released to
Pay.

Taylor Wilkins, Sheriff
Carolee Childers, Deputy Sheriff

Printed by Moore Printing Co.

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
Carolee Childers
DEPUTY SHERIFF

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