

CONDITIONAL SALE AGREEMENT

This Agreement made this 4th day of May, 1968 between

Grady's Cut Rate Cars Inc. 1451 Davis Ave Mobile, Alabama hereinafter called the "Seller", or its assigns or successors, and Bernice Braslier (Purchaser)

General Delivery Robertsdale Baldwin Alabama
(Purchaser's address) (City) (County) (State)
hereinafter called the "Purchaser"

Purchaser hereby acknowledges delivery and acceptance of the following described motor vehicle, together with all the equipment thereon in its present condition, purchaser having thoroughly examined said motor vehicle and asserts that no warranties or guaranties are made other than are contained in this written instrument, which motor vehicle the purchaser buys and the seller sells under the terms and conditions hereinafter set forth.

Year	Make	Type of Body	Model	Mfg's Serial No.	Motor No.
1956	Chev-	4dr.		F6048	

The purchaser agrees to pay for said motor vehicle, the sum of (\$ 295.00) of which sum the purchaser has this day paid to the seller; cash (\$ 15.00) and in addition, an allowance on car traded in: 55 Buick (\$ 50.00)
Total down payment (\$ 65.00)

The purchaser has agreed to pay the seller the balance of (\$ 230.00) in 23 Weekly installments of (\$ 10.00) each.

The first installment to be due and payable on the 11th day of May, 1968 and each month thereafter, said installments bearing interest after maturity at 8% per annum until paid and are evidenced by a promissory note (received as evidence of the amounts to become due hereunder and not as payment) made by the purchaser to the order of the seller, bearing even date herewith and maturing on the due dates of said respective installments and being payable at the office.

Title to said car shall remain in seller until all amounts due hereunder are fully paid in cash. Said promissory note made in evidence of the indebtedness may be negotiated or assigned or the payment thereof renewed or extended without passing of title to said car to the purchaser. The loss, injury or destruction of said car shall not release purchaser from the payment of said note. Said note is a negotiable instrument separate and apart from this contract.

Purchaser shall not remove or attempt to remove said car from the county and state given above as purchaser's address without the written consent of the seller. Purchaser shall not sell, lend, mortgage, assign, encumber, secrete, lose possession of or dispose of said car of this contract or any interest therein. Purchaser shall pay all taxes and fees of every nature in connection with said car. Purchaser shall not suffer or permit any lien, encumbrance or charge against or upon said car. Purchaser at his own expense shall maintain car in good repair, but seller, if it so elects, to protect its interest in said car may cause said car to be repaired and purchaser agrees to pay seller the cost thereof on such terms as seller may elect.

The purchaser agrees to keep the said car insured against loss by fire and theft with insurance companies acceptable to the seller for less than the amount owing, and until the purchase price is fully paid, payable to and to protect the interest of the seller, and the seller may place, continue and renew said insurance for the purchaser at the purchaser's expense if the seller so elects.

The purchaser agrees not to rent said car for hire nor use it or allow it to be used by others as a public conveyance, or for hire, or for carrying passengers or goods for hire, nor to use said car, or allow it to be used, for the purpose of transporting or carrying, for hire or otherwise, intoxicating liquors of any nature, kind or description, or liquors, the transportation of which is prohibited by any Federal or State Law, or for any unlawful purpose, while this contract is in force and effect; and in the event said car is confiscated, or confiscation proceedings against it attempted, or instituted for any cause by either State or Federal authorities, the purchaser agrees to pay all costs of such proceedings, including a reasonable attorney's fee to the seller or assigns for defending such proceedings. Purchaser hereby states that he has not been arrested for the handling of intoxicating liquors or narcotics or any violation of the Internal Revenue Act of any State or the United States.

If purchaser should fail to pay said note or any installment thereon or the cost of any repairs to said car or breach this contract, or if any insurance company shall cancel or give notice of intention to cancel as against purchaser any policy of insurance required or requested by seller, or if any execution, attachment or other writ should be levied on the car herein described or on any of purchaser's property, or if a petition under the Bankruptcy Act or any Amendment thereof should be filed by or against purchaser or a receiver of the property of purchaser should be appointed, or if for any other reason seller should deem itself or said car insecure, the full amount of the purchase price then unpaid shall become immediately due and payable at seller's option, together with a reasonable attorney's fee, and seller or his representative may take possession, of said car and all equipment, accessories or repairs thereon, which shall be considered a component part thereof, wherever it may be found, and may enter any premises therefore without notice or demand to purchaser and without legal process, and purchaser waives all claims for damages caused thereby; and the holder of said note may declare it due and payable. While removing said car from point of repossession to seller's place of storage, seller may use purchaser's license plates. Said car may be retained by seller, if seller is the holder of said note, together with any and all amounts paid thereon which shall be considered for the reasonable use of said car, and purchaser shall pay to seller any costs for necessary repairs because of damages to said car. Said car may be sold at private or public sale without being at the place of sale, and with or without notice to purchaser, and seller shall have the right at any public sale to purchase said car the same as any other person, and all laws governing such sale are hereby waived by purchaser. Such private or public sale may be held before any judgment in any repossession suit. The proceeds of any sale, after deducting expenses, liens, storage, and an attorney's reasonable fee paid or incurred by the seller, shall be applied to the amount due on said note, and the surplus, if any, shall be paid to purchaser; and in case of a deficiency purchaser covenants to pay forthwith the amount thereof to the holder of said note. Purchaser waives all homestead and other property exemption laws. Seller may take possession of any other property in the above described motor vehicle at the time of repossession and hold the same temporarily for the purchaser without any responsibility or liability on the part of the seller or its assigns.

The seller may, by suit or otherwise, enforce payment of said notes, and no legal proceedings with respect thereto shall be deemed any waiver of said right of seller to take possession of said car and equipment on default or breach, as aforesaid, and the seller shall have the right to pursue and enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent the seller from pursuing any further remedy which he may have hereunder. Any rearrangements granted purchaser shall not be considered a waiver of any right of seller. Time is the essence of this agreement.

The right of exemption to personal property or wages under the Constitution and Laws of Alabama, or any other State in the United States, is hereby waived by the purchaser as against this obligation, and the purchaser agrees to pay all costs and expenses of collecting or attempting to collect the same, including a reasonable attorney's fee, and in the event an action in detinue is brought to recover said car under this contract and a suggestion is made by defendant in said action to have ascertained the unpaid balance of the purchase price of said car, the purchaser agrees that a reasonable attorney's fee for the services of plaintiff's attorney in such action shall be added to and considered a part of the unpaid balance of the purchase price of said property, and shall be paid as a part of the debt ascertained to be due. The purchaser further agrees that in the event an attorney is employed to enforce any of the covenants herein contained, or protect the security herein described, to pay a reasonable attorney's fee. The purchaser further agrees in the event of repossession to pay all costs of said repossession, including storage charges and wrecker service.

Purchaser warrants that the car traded in, if any, is free from any liens, encumbrances or other charges and breach of said warranty shall be a breach of this contract.

This agreement constitutes the entire contract and no waiver or modification shall be valid unless written upon or attached to this contract and said motor vehicle is accepted without any express or implied warranties unless written herein at the date of purchase, and it is understood that the seller or assigns shall in no way be bound for any warranty or guaranty made by any agent of the seller other than herein set forth in this contract. This agreement shall apply to and bind the heirs, executors and administrators and assigns of purchaser and shall inure to the benefit of the seller, its heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hand and affixed their seals to this contract. Grady's Cut Rate Cars Inc.

WITNESS: [Signature] [Signature] [Signature] [Signature]
[Signature] (Seal) [Signature] (Seal)
[Signature] (Seal) [Signature] (Seal)
[Signature] (Seal) [Signature] (Seal)

Date May, 4th, 1968

For Value Received, I, we, promise to pay to the order of Grady's Cut Rate Cars Inc. (Dealer's name) (\$ 230.00) in 23 Weekly installments of \$ 10.00 each.

The first to become due May, 11th, 1968, remainder of installments to be paid one on even date of each month thereafter until all paid, at the office of the Grady's Cut Rate Cars Inc. Alabama, with interest after maturity at 8% per annum until paid.

This note, including all installments thereof, is identified with Conditional Sale Agreement of even date herewith covering a certain motor vehicle and certain personal property and equipment thereon. Failure to pay this note, or any of the installments thereon when due shall, at the option of the holder hereof, mature all of said installments then unpaid. In the event that an attorney be employed to collect or attempt to collect this note or any installment thereof by suit or otherwise or to preserve or protect the property described in the aforesaid conditional sale, the parties hereto agree to pay all costs incurred, including a reasonable attorney's fee. The parties hereto, whether maker, surety or endorser, hereby waive presentment, demand, protest and notice of non-payment; and also waive all rights of exemption which they have or may have under the Constitution and laws of the State of Alabama or any other state, or of the United States, and the endorsers and sureties hereby agree to extensions of the time of payment hereof without notice to them of such extension.

Bernice Braslier (Purchaser) (Seal)

Our File No. 68-237

Your File No. _____

Law Offices

E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

CODE 205
Telephone: 928-9836

Mailing Address
P. O. BOX 471

October 8, 1968

Honorable Telfair J. Mashburn
Circuit Judge
Bay Minette, Alabama 36507

Dear Judge Mashburn:

Inre: Grady's Cut-Rate Cars, Inc. vs. Bernice Brashier

Enclosed find promissory note signed by the defendant
in the above mentioned matter.

Request Judgment by Default for \$180.00 principal and
a \$35.00 attorney's fee, making a total of \$215.00
with waiver. Service was had on the 6th day of Sep-
tember.

Yours very truly,



EGR/jlb
Encl.
10-22-68

Our File No. 68-237

Your File No. _____

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E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

CODE 205
Telephone: 928-9836

Mailing Address
P. O. BOX 471

August 30, 1968

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Grady's Cut-Rate Cars, Inc. versus
Bernice Brashier

8295

Enclosed find Summons and Complaint in the above styled
cause. Please process and oblige.

Yours very truly,



EGR/jlb
Encl.
cc: Client
9-28-68

STATE OF ALABAMA,
COUNTY OF BALDWIN.

CIRCUIT COURT, BALDWIN COUNTY,
NO. _____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are Hereby Commanded to Summon BERNICE BRASHIER 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 BERNICE BRASHIER, Defendant, by GRADY'S CUT-RATE CARS, INC., a Corporation, Plaintiff.

WITNESS my hand this 3rd day of Sept., 1968.

Alice J. Duck Clerk

GRADY'S CUT-RATE CARS, INC.,
a Corporation,

Plaintiff,

VS.

BERNICE BRASHIER,

Defendant.

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

8295

C O M P L A I N T

The Plaintiff claims of the Defendant the sum of ONE HUNDRED EIGHTY AND NO/100 (\$180.00) DOLLARS due by promissory note made by her on the 4th day of May, 1968, with interest at eight per cent after maturity only, and the Plaintiff avers that in the said note and as a part of the consideration thereof, the Defendant has expressly waived her rights to claim personal property as exempt to her under the Constitution and laws of the State of Alabama and agreed to pay an attorney's fee for the collection thereof, and the Plaintiff hereby claims the further sum of FORTY-FIVE AND NO/100 (\$45.00) DOLLARS as such attorney's fees.

E. G. Rickarby
E. G. RICKARBY, Attorney for
Plaintiff

Defendant's address is Highway 90 East, across from cemetery, in Robertsdale, Alabama.

FILED

SEP 3 1968

ALICE J. DUCK CLERK REGISTER

703

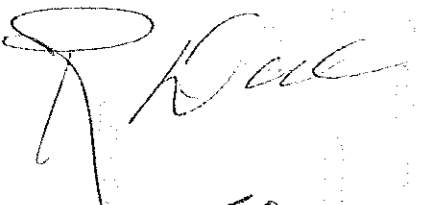
L- 9/6/68

RECEIVED

AUG 30 1968

Received 3 ~~Sept~~ Sept 1968
 and on 4 day of Sept 1968
 served a copy of the within HC
 on Bernice Brashier
 by service on _____

TAYLOR WILKINS, Sheriff
H. F. Hall


 Sheriff claims 50 miles @
 Ten Cents per mile Total \$ 5.00
 TAYLOR WILKINS, Sheriff
 BY H. F. Hall
 DEPUTY SHERIFF

Brady's Cut-Rate
 Cars, Inc. a corp.

Pety.

vs.

Bernice Brashier

Wet.

Summons & Complaint

FILED

SEP 3 1968

ALICE J. DUCK CLERK
 REGISTER

E. D. Reikarby, Atty

This document is a copy of a document filed in the
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