

Law Offices of
PERLOFF & REID
SUITE 205 - VAN ANTWERP BLDG.
MOBILE, ALABAMA 36602

MAYER W. PERLOFF
T. DWIGHT REID
DONALD M. BRISKMAN

AREA CODE 205
TELEPHONE 433.5412

October 4, 1968

Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

Re: GECC v. Delores Robbins

8355

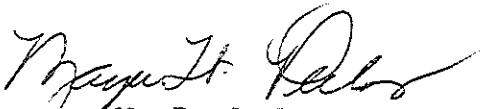
Dear Mrs. Duck:

Please find enclosed bill of complaint which I would appreciate your filing in your Circuit Court.

Please advise when service has been obtained.

Very truly yours,

PERLOFF & REID


Mayer W. Perloff

/rms

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 825

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Delores Robbins.....

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.....

Delores Robbins..... Defendant.....

by General Electric Credit Corporation,.....

..... Plaintiff.....

Witness my hand this 7th day of October 1968....

Alice J. Luck Clerk

No.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received in Office

OCT 7 1968

19.....

WILLIAM WILSON Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Sheriff

Deputy Sheriff

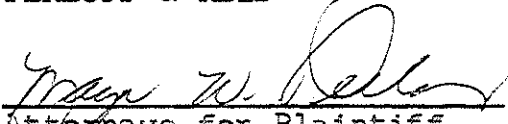
GENERAL ELECTRIC CREDIT (IN THE CIRCUIT COURT OF
CORPORATION, (BALDWIN COUNTY, ALABAMA,
Plaintiff, (AT LAW
vs. (
DELORES ROBBINS, (
Defendant (CASE NO. _____

Plaintiff claims of the defendant the sum of \$1809.50 for that heretofore on to-wit: September 3, 1966, the defendant executed written conditional sales contracts, copies of which are attached and made a part hereof as if fully set out herein, wherein she agreed to pay Electronic Products a total sum of to-wit: \$1549.79, in monthly installments commencing on to-wit: October 3, 1966, which contract was transferred and assigned to plaintiff herein before default in said contract. Plaintiff avers that defendant defaulted in payment thereunder on to-wit: April 1, 1968, and pursuant to the terms of said contract the plaintiff herein has declared the entire balance due and owing.

Plaintiff avers that by the terms of said contract the defendant waived all right or claim of exemption under the Constitution and Laws of the State of Alabama and agreed to pay a reasonable attorney's fee in the event employment of an attorney was necessary for the collection, which said attorney's fee plaintiff claims in the amount of \$301.50, which is 20% of \$1507.50.

WHEREFORE, Plaintiff claims of the defendants \$1507.50, plus interest, plus attorney's fee of \$301.50, as aforesaid.

PERLOFF & REID


Attorneys for Plaintiff

Defendant may be served:

Stockton Rt Box 6, Bay Minette, Alabama, 36507
emp: E. C. Johnson, Bay Minette, Alabama

FILED

OCT 7 1968

ALICE J. DUCK CLERK
REGISTER

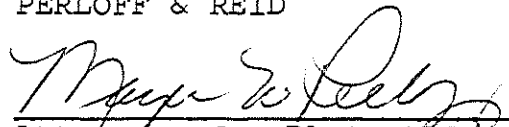
GENERAL ELECTRIC CREDIT CORPORATION,	(	IN THE CIRCUIT COURT OF
	(	BALDWIN COUNTY, ALABAMA,
Plaintiff,	(	AT LAW
vs.	(	
DELORES ROBBINS,	(	
Defendant	(	CASE NO. <u>8355</u>

Plaintiff claims of the defendant the sum of \$1809.50 for that heretofore on to-wit: September 3, 1966, the defendant executed written conditional sales contracts, copies of which are attached and made a part hereof as if fully set out herein, wherein she agreed to pay Electronic Products a total sum of to-wit: \$1549.79, in monthly installments commencing on to-wit: October 3, 1966, which contract was transferred and assigned to plaintiff herein before default in said contract. Plaintiff avers that defendant defaulted in payment thereunder on to-wit: April 1, 1968, and pursuant to the terms of said contract the plaintiff herein has declared the entire balance due and owing.

Plaintiff avers that by the terms of said contract the defendant waived all right or claim of exemption under the Constitution and Laws of the State of Alabama and agreed to pay a reasonable attorney's fee in the event employment of an attorney was necessary for the collection, which said attorney's fee plaintiff claims in the amount of \$301.50, which is 20% of \$1507.50.

WHEREFORE, Plaintiff claims of the defendants \$1507.50, plus interest, plus attorney's fee of \$301.50, as aforesaid.

PERLOFF & REID


Attorneys for Plaintiff

Defendant may be served:

Stockton Rt Box 6, Bay Minette, Alabama, 36507
emp: E. C. Johnson, Bay Minette, Alabama

FILED

OCT 7 1968

ALICE J. DUCK CLERK
REGISTER

**GENERAL ELECTRIC
CREDIT CORPORATION**

 ADDRESS
OF
BUYER

 Name Delane Robbins
 Address Latham Pt
 City Stockton, Alabama

 ZIP
Code 36579 Tel. No.

 Account No.
355316

Undersigned Seller sells and undersigned Buyer (if more than one, jointly and severally) purchases, subject to the terms and conditions set forth on both sides hereof the Merchandise described below, to be kept at the above address. Buyer certifies the credit information submitted by him is complete and correct.

 Buyer agrees to pay the Time Balance in 36 consecutive monthly installments beginning one month from date of execution hereof unless a different first payment date is inserted at this point.

 Each installment shall be in the amount of \$ 11.55 EXCEPT the final installment which shall be \$ 12.25 payments to be made at the place designated by Seller or his assignee.

Description of Merchandise	New or Used	Model	Serial No.	Price
<u>Reyer Gas Range</u>	<u>N</u>	<u>3436</u>	<u>6975103</u>	<u>244.95</u>
(Description of Trade-in)				

CASH PRICE	<u>244.95</u>
DOWN PAYMENT	
CASH	
TRADE-IN (Described below)	
UNPAID CASH BALANCE	<u>234.75</u>
INSURANCE LIFE	<u>6.20</u>
ACC. & HEALTH	
PROPERTY	<u>6.25</u>
OPTIONAL FEES	<u>2.00</u>
PRINCIPAL BALANCE	<u>246.95</u>
TIME PRICE DIFFERENTIAL	<u>36.27</u>
TIME BALANCE	<u>343.75</u>

 *Name of Buyer Proposed for Insurance Delane Robbins

AGE

(Complete only if such person is less than age 18 on date of this contract and a contract for life insurance and accident and health insurance is included. If Buyer is a corporation, no charge for any insurance should be included. See Notice of Proposed Group Insurance on the reverse side hereof.)

Accepted: The foregoing contract is hereby assigned under the terms of the assignment on the reverse side.

 Receipt of an executed copy of this
CONDITIONAL SALE CONTRACT is hereby acknowledged.

Signed <u>Delane Robbins</u> DEALER SIGN HERE (INDIVIDUAL, PARTNER, OR OFFICER) Address <u>Stockton, Alabama</u>	Signed <u>X</u> BUYER SIGN HERE (BUYER) Address _____	Date <u>8/2/67</u> (Date) (Date)
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APPROVED	DLR. NO.	R.F.C.	R.P.	P.O.	ACC. NO. OR C.O.P.	P.L.	S.S.	L.F. LOG	REMARKS
<u>X</u>	<u>2706</u>				<u>355316</u>				

Buyer's Name <u>Delane Robbins</u>	Age <u>40</u> Married ☒ Single ☐	Employed by <u>U.S. Army, Ft. Benning and Social No.</u>	New Loan	Monthly Salary
Street Address _____	No. Dependents _____	Land and/or Tenants _____	Occupation and Sect. Sect. No.	
City & State _____	New Loan	Previous Employer	Address	New Loan

☐ Rent ☐ Own home No. Payments _____ Previous Address _____	Name & Address of Landlord or Mortgagee _____ Name & Address of _____ Name & Address of _____ Name & Address of _____	Name & Address of _____ Name & Address of _____ Name & Address of _____ Name & Address of _____	Name & Address of _____ Name & Address of _____ Name & Address of _____ Name & Address of _____	Name & Address of _____ Name & Address of _____ Name & Address of _____ Name & Address of _____
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We have checked the references and have summarized them as follows: Bank _____ Trade, Insurance (Check and report at least three) _____ Eng. Service _____ Term, No. Payments _____ Prev. Balance _____ Paying Record _____	Date of card _____ Signature by _____ Date of card _____ Signature by _____
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Old Account No. _____	New Acct. # _____	C/S _____
Name of Dealer _____	APC # _____	Approved _____
TD _____	OP _____	Approved _____
DLR # _____	RP _____	HISTORY _____

OTHER CONDITIONS OF CONTRACT

If any payment is not made within ten days after due date, Buyer agrees to pay, in addition to the regular installment, late charges of either 5% of the installment or a maximum of \$5.00 and a minimum of \$1.00, or, when not prohibited by law, interest from the due date of each installment at the highest lawful contract rate; whichever is higher. Upon default Buyer agrees to pay court costs and attorneys fees of 15% of the unpaid balance or \$35, whichever is greater for it prohibited by law, such sum as is permissible, incurred in effecting collection.

Title shall not pass to Buyer until the Time Balance has been fully paid in cash. Buyer shall be responsible for any loss of or damage to the merchandise. Should Buyer fail to pay said Time Balance or any part thereof when due, the entire unpaid balance shall at Seller's election become due immediately, or Seller may, without demand or legal process, take possession of the merchandise wherever located and retain all monies paid thereon for the use of said merchandise. Seller may, upon sell said Merchandise at public or private sale and apply the proceeds after deducting expenses and liens, to the payment of said indebtedness. All rights and remedies herein contained are cumulative and not alternative.

The merchandise shall remain personal property regardless of affixation to any realty. Buyer shall be responsible for obtaining all governmental permits and make bear expense of making changes in his property required by law or governmental regulation.

Time is of the essence hereof. This agreement may be assigned without notice to Buyer and when so assigned, shall be free from any defense, counterclaim or cross complaint.

Any note given in connection with this proposal or contract is understood to be as evidence of, and not in payment of, the obligation hereunder, and may be negotiated without waiving any condition hereof, even though at the time of execution it may be temporarily attached hereto.

This constitutes the entire agreement between Buyer and Seller and no oral modification hereof shall be valid.

Buyer certifies that there is or is to be no extension of credit in connection with the purchase of the merchandise herein described other than that evidenced by this agreement.

SELLER'S STATEMENT (To be completed only when Merchandise is to be attached to realty)

The undersigned, _____ (Seller's Name) hereby states that he/it is the Seller in the within contract that the within described goods _____ and being Section _____ Block _____

are to be affixed to the real estate known as No. _____ (Street) _____ (City) _____ (State) _____ the owner of said realty being _____

as shown on Land Map of the County of _____ State of _____

Said property is more fully described as follows: (give location and dimensions of plot)

By _____ (Name of Seller) _____ (Signature) _____ (Title)

ASSIGNMENT

TO GENERAL ELECTRIC CREDIT CORPORATION:

To induce you to purchase the within instrument, signed by one or more buyers (herein called "Buyer") the undersigned warrants that (1) Buyer's credit statement submitted herewith is substantially true unless otherwise specified; (2) Buyer was at least 21 years of age and otherwise legally competent at the time of the execution of said instrument; (3) said instrument arose from the bona fide sale of the property described in said instrument; (4) the down payment was made by Buyer in cash and not its equivalent unless otherwise specified; and no part thereof was loaned directly or indirectly by the undersigned to Buyer; (5) there is no fraud in this instrument; the amount set forth therein; (6) said instrument and all guarantees submitted in connection therewith are in all respects legally enforceable against each and every signatory thereof; and (7) the undersigned has the right to assign said instrument and thereby convey good title to it and to said property.

For value received, the undersigned hereby assigns to you all its interest in said instrument and property and authorizes you to do everything necessary to collect and discharge the same. All the terms of any existing written agreements between the undersigned and you are made a part hereof by reference, and undersigned understands that you rely upon the above warranties and upon said agreements in purchasing said instrument.

Neither the repossession of the said property from the Buyer for any cause, nor failure to file or record this instrument when required by law, nor the duty of the undersigned to file or record the instrument, shall release the undersigned from undersigned's obligations hereunder, and in said agreements, with you.

(See other side for Dealer's signature to Assignment)

NOTICE OF PROPOSED GROUP INSURANCE— If a charge for life insurance or charges for life and accident and health insurance are included in items of cost on reverse hereof, such insurance is contemplated in connection with this Contract on buyer-proposed for insurance on reverse hereof under Group Creditors' Insurance Policy No. GI-14950 issued by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, Newark, N. J., provided this Contract is assigned to General Electric Credit Corporation or General Electric Credit Corporation of Georgia. If such insurance is obtained: 1. It will take effect on the date from which finance charges accrue hereunder and a descriptive certificate(s) will be furnished within 30 days; 2. It will remain in force, subject to terms of the Group Policy, until discharge of the indebtedness; 3. Under life insurance a lump sum benefit is payable, if, while insured, Buyer dies or becomes totally disabled and remains so disabled or total disability being that necessary to discharge the indebtedness at death or at the commencement of said waiting period, reduced in latter instance by the total amount of (c) all installments due and unpaid at the commencement of the waiting period and (d) all installments falling due during the waiting period, but in no event shall more than \$15,000 be so payable with respect to all indebtedness of Buyer the durations of which are concurrent in whole or in part; 4. Accident and health insurance, if applicable, provides monthly benefits for total disability of Buyer which commences while Buyer is insured and continues beyond a 30 day Elimination Period; amount of the monthly benefit being equal to the monthly installment payment required hereunder, subject to a maximum monthly limit of \$300 with respect to all indebtedness of Buyer; 5. Any benefits provided are subject to any and all terms, conditions, limitations and exclusions of the Group Policy and will be paid to the group policyholder to reduce or extinguish indebtedness remaining unpaid, any balance being payable by policyholder to Buyer, if living, otherwise to his estate. If any proposed insurance is not obtained or a charge therefor in excess of any applicable limit is made, notice thereof will be sent to Buyer and appropriate refund or credit will be made. In event of termination of insurance prior to maturity of this Contract, any unearned portion of insurance charge(s), if \$1.00 or more, will be promptly paid or credited. The refund formula is based on "The Rule of 78" and is on file with the State Insurance Department where required and with the assignee.

NOTICE OF PROPOSED PROPERTY INSURANCE— If a charge for property insurance is included in the items of cost shown on the reverse side hereof, property insurance covering all items of merchandise listed on the reverse side of this Contract is contemplated under an Inland Marine Insurance Policy (Inland Marine Insurance Policy No. IM-14950 issued by Electric Mutual Liability Insurance Company, Lynn, Mass., to General Electric Credit Corporation and/or General Electric Credit Corporation of Georgia (herein collectively called "Creditor"). It is understood that such insurance is available only if this Contract is assigned to Creditor, in which event it will become effective from the date from which finance charges on the indebtedness accrue. The insurance will (in absence of default on installment payments) remain in force, subject to the terms of said policy, until discharge of the indebtedness; a written description of the insurance will be furnished within 30 days. In the event any or all of the covered merchandise is lost or destroyed by any risk of physical loss (including but not limited to fire, lightning, windstorm, flood, explosion, theft or the perils of transportation) EXCEPT the hazards of war, strike, riots, electrical disturbances within the merchandise, ordinary wear and tear, radioactive contamination and fraudulent conversion, the Insurer will pay to Creditor for application toward the indebtedness so much of the unpaid balance of this Contract as is applicable to the item or items lost or destroyed and will pay to you your equity (down payment plus installments paid less normal depreciation) in said item or items of merchandise. If said merchandise is damaged by any risk of physical loss NOT EXCEPTED above, Insurer will pay the cost of repairing such damage not to exceed the actual cash value. In no event shall more than \$50,000 be so payable with respect to insured merchandise at any one premise or location. In the event of termination of the insurance prior to scheduled maturity of this Contract, any unearned portion of the property insurance charge will be promptly paid or credited if \$1.00 or more.



Address of Buyer: Delores Robbins
Name: Delores Robbins
Address: Latham Rd
City: Stockton State: ALA Zip Code: 36579 Tel. No.: 53666

Undersigned Seller sells and undersigned Buyer (if more than one, jointly and severally) purchases, subject to the terms and conditions set forth on both sides hereof the Merchandise described below, to be kept at the above address. Buyer certifies the credit information submitted by him is complete and correct.

Buyer agrees to pay the Time Balance in <u>24</u> consecutive monthly installments beginning one month from date of execution hereof unless a different first payment date is inserted at this point.	Description of Merchandise	New or Used	Model	Serial No.	Price	CASH PRICE
Each installment shall be in the amount of \$ <u>8.46</u> EXCEPT the final installment which shall be \$ <u>10.46</u> payments to be made at the place designated by Seller or his assignee.	TELEVISION	N	1134	399681		<u>176.75</u>
						DOWN PAYMENT CASH <u>15.00</u>
						TRADE-IN (Described below) <u>15.00</u>
						UNPAID CASH BALANCE <u>161.75</u>
						INSURANCE LIFE* <u>2.93</u>
						ACC. & HEALTH* <u>3.00</u>
						PROPERTY* <u>2.00</u>
						OFFICIAL FEES <u>16.73</u>
						PRINCIPAL BALANCE <u>35.06</u>
						TIME PRICE DIFFERENTIAL <u>2.04</u>
						TIME BALANCE <u>79.79</u>

*Name of Buyer Proposed for Insurance DELORES ROBBINS AGE 23
("Buyer" designated must be contract signer or her husband)

(Complete only if such person is less than age 65 on date of this contract and a charge for life insurance only or both life insurance and accident and health insurance is included. If Buyer is a corporation, no charge for any insurance should be included. See Notice of Proposed Group Insurance on the reverse side hereof.)

Accepted: The foregoing contract is hereby assigned under the terms of the assignment on the reverse side. Receipt of an executed copy of this CONDITIONAL SALE CONTRACT is hereby acknowledged.

DEALER SIGN HERE By Electronix (SELLER) Date 3 Sept 66 BUYER SIGN HERE Delores Robbins (BUYER) (L. S.) Date 3 Sept 66
Seller's Address Stockton, Alabama Witness Ray Dineen

APPROVED	DLR. NO.	N.P.C.	R.P.	P.G.	PROB. ACCT. NO. OR C.O.P. NO. OF DAYS AND REP. AMT.	P.L.	C.S.	I.F. LIQ.	REMARKS

IMPORTANT DETACH BEFORE FILING

Buyer's full name DELORES ROBBINS Age 23 ☒ Married ☐ Single ☐ Divorced
Street Address LATHAM RD No. Dependents 3 Employed By (If military, list Branch and Serial No.) E.C. JOHNSON How Long 9 yrs Monthly Salary \$93.00
City & State STOCKTON ALA 36579 Employer's Address RAY DINEEN ALA Occupation and Soc. Sec. No. 42460940
How Long 11 yrs Previous Employer RAY DINEEN Address 1200 How Long 12 yrs

Wife's Name ELIZABETH C. EARLY Address LOTIE ALA
Name & Address of Nearest Relative Not Living with Buyer MURIE DELL ROBBINS Relationship MOTHER
Make of car owned ALFA Year 1960 License No. 1311

We have checked the references below and have summarized their replies as follows: Bank WILSON FURNITURE Address STOCKTON ALA Date Contacted PAID OFF
LEE GORD Address STOCKTON ALA
WIGGINS Address STOCKTON ALA

Name of Dealer Electronix New Acct. # CP C/S DUE HISTORY
A/C # TB SAL L/C SHTG. RP Approved Approved
DLR # SAL SHTG. RP Approved Approved

OTHER CONDITIONS OF CONTRACT

If any payment is not made within ten days after due date. Buyer agrees to pay, in addition to the regular installment, late charges of either 5% of the installment or a maximum of \$5.00 and a minimum of \$1.00, or, when not prohibited by law, interest from the due date of each installment at the highest lawful contract rate, whichever is higher. Upon default Buyer agrees to pay court costs and attorneys fees of 15% of the unpaid balance or \$35, whichever is greater (or if prohibited by law, such sum as is permissible), incurred in effecting collection.

Title shall not pass to Buyer until the Time Balance has been fully paid in cash. Buyer shall be responsible for any loss of or damage to the merchandise. Should Buyer fail to pay said Time Balance or any part thereof when due, the entire unpaid balance shall at Seller's election become due immediately, or Seller may, without notice, demand or legal process, take possession of the merchandise wherever located and retain all monies paid thereon for the use of said merchandise. Seller may hereupon sell said Merchandise at public or private sale and apply the proceeds after deducting expenses and liens, to the payment of said indebtedness. All rights and remedies herein contained are cumulative and not alternative.

The merchandise shall remain personal property regardless of affixation to any realty. Buyer shall be responsible for obtaining all governmental permits and make, bear expense of making changes in his property required by law or governmental regulation.

Time is of the essence hereof. This agreement may be assigned without notice to Buyer and when so assigned, shall be free from any defense, counterclaim or cross complaint.

Any note given in connection with this proposal or contract is understood to be as evidence of, and not in payment of, the obligation hereunder, and may be negotiated without waiving any condition hereof, even though at the time of execution it may be temporarily attached hereto.

This constitutes the entire agreement between Buyer and Seller and no oral modification hereof shall be valid.

Buyer certifies that there is or is to be no extension of credit in connection with the purchase of the merchandise herein described other than that evidenced by this agreement.

SELLER'S STATEMENT (To be completed only, when Merchandise is to be attached to realty)

The undersigned _____ (Seller's Name) hereby states that he/it is the Seller in the within contract; that the within described goods

to be affixed to the real estate known as No. _____ (Street) _____ (City) _____ (State) and being Section _____ Block _____

as shown on Land Map of the County of _____ State of _____, the owner of said realty being _____

Said property is more fully described as follows: (give location and dimensions of plot) _____

By _____ (Name of Seller) _____ (Signature) _____ (Title)

ASSIGNMENT

GENERAL ELECTRIC CREDIT CORPORATION.
To induce you to purchase the within instrument, signed by one or more buyers (herein called "Buyer"), the undersigned warrants that: (1) Buyer's credit statement submitted herewith substantially true unless otherwise specified; (2) Buyer was at least 21 years of age and otherwise legally competent to contract at the time of the execution of said instrument; (3) said instrument arose from the bona fide sale of the property described in said instrument; (4) the down payment was made by Buyer in cash and not its equivalent unless otherwise specified, and no part thereof was further directly or indirectly by the undersigned to Buyer; (5) Buyer is now owing on said instrument the amount as set forth therein; (6) said instrument and all attachments submitted in connection therewith are in full payment of the purchase price of the property described in said instrument; and (7) the undersigned has the right to assign said instrument and thereby convey good title to it and to said property.

For value received, the undersigned hereby assigns to you all its interest in said instrument and property and authorizes you to do everything necessary to collect and discharge the same. All the terms of any existing written agreements between the undersigned and you are made a part hereof by reference, and undersigned understands that you rely upon the above warranties and upon said agreements in purchasing said instrument.

Neither the repossession of the said property from the Buyer for any cause, nor failure to file or record this instrument when required by law (it being the duty of the undersigned to file or record the instrument) shall release the undersigned from undersigned's obligations hereunder, and in said agreements, with you.

(See other side for Dealer's signature to Assignment)

NOTICE OF PROPOSED GROUP INSURANCE—If a charge for life insurance or charges for life and accident and health insurance are included in the items of cost on reverse hereof, such insurance is contemplated in connection with this Contract on buyer proposed for insurance on reverse hereof under Group Life Insurance Policy No. GL-14650 issued by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, Newark, N. J., provided this Contract is assigned to General Electric Credit Corporation or General Electric Credit Corporation of Georgia. If such insurance is obtained: 1. It will take effect on the date from which finance charges accrue hereunder and a descriptive certificate(s) will be furnished within 30 days; 2. It will remain in force, subject to terms of the Group Policy, until discharge of the indebtedness; 3. Under life insurance a lump sum benefit is payable, if, while insured, buyer dies; or becomes totally disabled and remains so disabled for a waiting period equal to the lesser of (a) six months and (b) one-half the full scheduled term of the indebtedness; amount payable in event of death shall more than \$15,000 be so payable with respect to all indebtedness of the waiting period and (d) all installments falling due during the waiting period, but in no event shall more than \$50,000 be so payable with respect to all indebtedness of buyer the durations of which are concurrent in whole or in part; 4. Accident and health insurance, if applicable, provides monthly benefits for total disability of buyer which commences while buyer is insured and continues beyond a 30 day waiting period, amount of the monthly benefit being equal to the monthly installment payment required hereunder, subject to a maximum monthly limit of \$300 with respect to all indebtedness of buyer; 5. Any benefits provided are subject to any and all terms, conditions, limitations and exclusions of the Group Policy and to his estate. If any proposed insurance is not obtained or a charge therefor in excess of any applicable limit is made, notice thereof will be sent to buyer and appropriate refund or credit will be made, in event of termination of insurance prior to maturity of this Contract, any unearned portion of insurance charge(s) of \$1.00 or more, will be promptly paid or credited. The refund formula is based on "The Rule of 78" and is on file with the State Insurance Department where recorded and with the above assignee.

NOTICE OF PROPOSED PROPERTY INSURANCE—If a charge for property insurance is included in the items of cost shown on the reverse side of the contract, such insurance is contemplated under an Inland Marine Insurance Policy (Inland Marine Insurance Policy No. _____) issued by Electric Mutual Liability Insurance Company, Lynn, Mass. to General Electric Credit Corporation and/or General Electric Credit Corporation of Georgia (herein collectively called "Creditor"). It is understood that such insurance is available only if this Contract is assigned to Creditor, in which event it will become effective from the date from which finance charges on the indebtedness accrue. The insurance will in absence of default on installment payment(s) remain in force, subject to the terms of said policy, until discharge of the indebtedness; a written description of the insurance will be furnished within 30 days. In the event any or all of the covered merchandise is lost or destroyed by any risk of physical loss (including but not limited to fire, lightning, windstorm, flood, theft, or the peril of transportation) EXCEPT the hazards of war, strike, riots, electrical disturbances within the merchandise, ordinary wear and tear, active contamination and fraudulent conversion, the Insurer will pay to Creditor for application toward the indebtedness so much of the unpaid balance of this Contract as is applicable to the item or items lost or destroyed and will pay to you your equity (down payment plus installments paid less normal depreciation) in said item or items of merchandise. If said merchandise is damaged by any risk of physical loss NOT EXCEPTED above, Insurer will pay the cost of repairing such damage to exceed the actual cash value. In no event shall more than \$50,000 be so payable with respect to insured merchandise at any one premise or location. In the event of termination of the insurance prior to scheduled maturity of this Contract, any unearned portion of the property insurance charge will be promptly paid or credited if \$1.00 or more.



(Please Print)

CONDITIONAL SALE CONTRACT

For Office Use Only

Account No.

ADDRESS
OF
BUYER

Name Dolores Robbins
Address Stockton Ala
City Stockton Ala State Ala Zip Code 36507

Account No. 56274
Tel. No. _____

Undersigned Seller sells and undersigned Buyer (if more than one, jointly and severally) purchase, subject to the terms and conditions set forth on both sides hereof the Merchandise described below, to be kept at the above address. Buyer certifies the credit information submitted by him is complete and correct.

Buyer agrees to pay the Time Balance in 36 consecutive monthly instalments beginning one month from date of execution hereof unless a different first payment date is inserted at this point.

Each instalment shall be in the amount of \$ 27.64 EXCEPT the final instalment which shall be \$ 27.85 payments to be made at the place designated by Seller or his assignee.

Description of Merchandise	New or Used	Model	Serial No.	Price
Refrigerator	I	15	644623	
Box Spring & Mattress				
Bed, Chest, Dresser				
Dining Table, & 20" Pan w/stand				

CASH PRICE	\$ <u>696.65</u>
DOWN PAYMENT	
CASH	<u>10.00</u>
TRADE-IN (Described below)	\$ <u>30.00</u>
UNPAID CASH BALANCE	\$ <u>686.65</u>
INSURANCE LIFE*	\$ <u>21.34</u>
ACC. & HEALTH*	\$ <u>22.38</u>
PROPERTY	\$ <u>206</u>
OFFICIAL FEES	\$ <u>732.15</u>
PRINCIPAL BALANCE	\$ <u>263.10</u>
TIME PRICE DIFFERENTIAL	\$ <u>995.25</u>
TIME BALANCE	

(Description of Trade-In)

*Name of Buyer Proposed for Insurance Dolores Robbins AGE 36

("Buyer" designated must be contract signer or her husband)

(Complete only if such person is less than age 65 on date of this contract and a charge for life insurance only or both life insurance and accident and health insurance is included. If Buyer is a corporation, no charge for any insurance should be included. See Notice of Proposed Group Insurance on the reverse side hereof.)

Accepted: The foregoing contract is hereby assigned under the terms of the assignment on the reverse side.

Receipt of an executed copy of this CONDITIONAL SALE CONTRACT is hereby acknowledged.

Signed Electronic Products (SELLER)
DEALER SIGN Willie Chancy Date 22 May 67
HERE (INDIVIDUAL, PARTNER, OR OFFICER)
Seller's Address Stockton Ala

Signed X (BUYER)
BUYER SIGN Signed (BUYER)
HERE (BUYER)

Witness _____

FOR OFFICE USE ONLY

APPROVED	DLR. NO.	N.P.C.	R.P.	P.C.	PROG. ACCT. NO. OR C.O.P. NO. OF DAYS AND REP. AMT.	P.L.	C.S.	I.F. LIG.	REMARKS
					<u>355316</u>				

Buyer's Name Dolores Robbins Age 36 Married ☒ Single ☐ Divorced ☐
Street Address _____ No. Dependents _____ Employer's Address _____ Occupation and Soc. Sec. No. _____

City & State _____ How Long _____ Previous Employer _____ Address _____ How Long _____

Rent ☐ Own Home ☐
Name & Address of Landlord or Mortgagee _____
No. Payments _____
Name & Address of Nearest Relative not living with Buyer _____
How Long _____
Name of car owned _____ Year _____ License No. _____

Previous Address _____
We have checked the references below and have summarized their replies as follows: Bank _____
Name _____ Address _____ Date Current _____
Checking Savings Loan Branch _____
Name _____ Address _____ Date Current _____
Trade, installment (Check and report at least three) _____
Name _____ Address _____ Date Current _____
Name _____ Address _____ Date Current _____
Name _____ Address _____ Date Current _____

Bank _____
Name _____ Address _____ Date Current _____
Name _____ Address _____ Date Current _____
Name _____ Address _____ Date Current _____
Name _____ Address _____ Date Current _____

Old Account No. _____
Name of Dealer _____
A/C# _____ TB _____ L/C _____
DLR# _____ BAL. _____ SHTG. _____

Now Acct. # _____
OP _____ DUE _____
RP _____ FIN. QRY _____
Approved _____
Approved _____

OTHER CONDITIONS OF CONTRACT

If any payment is not made within ten days after due date, Buyer agrees to pay, in addition to the regular instalment, late charges of either 5% of the instalment with a maximum of \$5.00 and a minimum of \$1.00, or, when not prohibited by law, interest from the due date of each instalment at the highest lawful contract rate; whichever is higher. Upon default Buyer agrees to pay court costs and attorneys fees of 15% of the unpaid balance or \$35, whichever is greater for if prohibited by law, such sum as is permissible, incurred in effecting collection.

Title shall not pass to Buyer until the Time Balance has been fully paid in cash. Buyer shall be responsible for any loss of or damage to the merchandise. Should Buyer fail to pay said Time Balance or any part thereof when due, the entire unpaid balance shall at Seller's election become due immediately, or Seller may, without notice, demand or legal process, take possession of the merchandise wherever located and retain all monies paid thereon for the use of said merchandise. Seller may thereupon sell said Merchandise at public or private sale and apply the proceeds after deducting expenses and liens, to the payment of said indebtedness. All rights and remedies herein contained are cumulative and not alternative.

The merchandise shall remain personal property regardless of affixation to any realty. Buyer shall be responsible for obtaining all governmental permits and make, or bear expense of making changes in his property required by law or governmental regulation.

Time is of the essence hereof. This agreement may be assigned without notice to Buyer and when so assigned, shall be free from any defense, counterclaim or cross complaint.

Any note given in connection with this proposal or contract is understood to be as evidence of, and not in payment of, the obligation hereunder, and may be negotiated without waiving any condition hereof, even though at the time of execution it may be temporarily attached hereto.

This constitutes the entire agreement between Buyer and Seller and no oral modification hereof shall be valid.

Buyer certifies that there is or is to be no extension of credit in connection with the purchase of the merchandise herein described other than that evidenced by this agreement.

SELLER'S STATEMENT (To be completed only when Merchandise is to be attached to realty)

The undersigned _____ (Seller's Name) hereby states that he is the Seller in the within contract; that the within described goods are to be affixed to the real estate known as No. _____ (Street) _____ (City) _____ (State) _____ and being Section _____ Block _____

Lot _____ as shown on Land Map of the County of _____ State of _____, the owner of said realty being _____

Said property is more fully described as follows: (give location and dimensions of plot) _____

By _____ (Name of Seller) _____ (Signature) _____ (Title)

ASSIGNMENT

TO: GENERAL ELECTRIC CREDIT CORPORATION,

To induce you to purchase the within instrument, signed by one or more persons (herein called "Buyer"), the undersigned warrants that (1) Buyer's credit statement submitted herewith is substantially true unless otherwise specified; (2) Buyer was at least 21 years of age and otherwise legally competent at the time of the execution of said instrument; (3) said instrument arose from the bona fide sale of the property described in said instrument; (4) the above document was made by Buyer in cash and not its equivalent unless otherwise specified, and no part thereof was loaned directly or indirectly by the undersigned to Buyer; (5) there is now owing on said instrument the amount as set forth therein; (6) said instrument and all accessories submitted in connection therewith are in all respects intact, unaltered, and duly signed by Buyer; and (7) the undersigned has the right to assign said instrument and thereby convey good title to it and to said property.

For value received, the undersigned hereby assigns to you all its interest in said instrument and property and authorizes you to do everything necessary to collect and discharge the same. All the terms of any existing written agreements between the undersigned and you are made a part hereof by reference, and undersigned understands that you rely upon the above warranties and upon said agreements in purchasing said instrument.

Neither the intervention of the said property from the Buyer for any cause, nor failure to file or record this instrument when required by law (it being the duty of the undersigned to file or record the instrument) shall release the undersigned from undersigned's obligations, hereunder, and in said documents, with you.

(See other side for Debtor's signature to Assignment.)

NOTICE OF PROPOSED GROUP INSURANCE

Items of cost on reverse hereof, such insurance is contemplated in connection with this Contract on buyer proposed for insurance on reverse hereof under Group Creditors Insurance Policy No. 6L-14850 issued by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, Newark, N. J., provided this Contract is assigned to General Electric Credit Corporation or General Electric Credit Corporation of Georgia. If such insurance is obtained, it will take effect on the date from which finance charges accrue hereunder and a descriptive certificate(s) will be furnished to the insured. The insurance will remain in force, subject to terms of the Group Policy, until discharge of the indebtedness. 3. Under life insurance a lump-sum benefit is payable, if while insured, buyer dies or becomes totally disabled in event of death total disability being that necessary to discharge the indebtedness at death or at the commencement of said waiting period, reduced in latter instance by the total amount of (a) all instalments due and unpaid at the commencement of the waiting period and (b) all instalments falling due during the waiting period, but in no event shall more than \$15,000 be so payable with respect to all indebtedness of buyer the durations of which are concurrent in whole or in part; 4. Accident and health insurance, if applicable, provides monthly benefits for total disability of buyer which commences while buyer is insured and continues beyond 30 days of termination period; amount of the monthly benefit being equal to the monthly instalment payment required hereunder, subject to a maximum monthly limit of \$300 with respect to all indebtedness of buyer; 5. Any benefits provided are subject to any and all terms, conditions, limitations and exclusions of the Group Policy and shall be paid to the group policyholder to reduce or extinguish indebtedness remaining unpaid, any balance being payable by policyholder to buyer. 6. Living, other than appropriate refund or credit will be made. In event of termination of insurance prior to maturity of this Contract, any unearned portion of insurance charges, \$1.00 or more, will be promptly paid or credited. The refund formula is based on "The Rule of 78" and is on file with the State Insurance Department where recorded and with the above assignee.

NOTICE OF PROPOSED PROPERTY INSURANCE

Items of cost on reverse hereof, such insurance is contemplated in connection with this Contract on buyer proposed for insurance on reverse hereof under Group Creditors Insurance Policy No. 6L-14850 issued by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, Newark, N. J., provided this Contract is assigned to General Electric Credit Corporation or General Electric Credit Corporation of Georgia (herein collectively called "Creditor"). It is understood that such insurance is available only if this Contract is assigned to Creditor, in which event it will become effective from the date from which finance charges on the indebtedness accrue. The insurance will (in absence of default on instalment payments) remain in force, subject to the terms of said policy, until discharge of the indebtedness. A written declaration of the insurance will be furnished within 30 days. In the event any or all of the covered merchandise is lost or destroyed by any risk of physical loss (including but not limited to fire, lightning, windstorm, flood, explosion, theft or the perils of transportation) EXCEPT the hazards of war, strike, riots, external disturbances within the merchandise, ordinary wear and tear, or items of merchandise, if said merchandise is damaged by any risk of physical loss, the insurer will pay to Creditor for application toward the indebtedness so much of the unpaid balance of this Contract as is applicable to the item or items lost or destroyed and will pay to you your equity (down payment plus instalments paid less normal depreciation) in said item or items of merchandise. In no event shall more than \$50,000 be so payable with respect to insured merchandise at any one premise or location. In the event of termination of the insurance prior to scheduled maturity of this Contract, any unearned portion of the property insurance charge will be promptly paid or credited if \$1.00 or more.

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ... Delores Robbins

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.....

Delores Robbins Defendant.....

by General Electric Credit Corporation,

Plaintiff.....

Witness my hand this..... 7th day of October 1968

Alice J. Luck Clerk

No. 8355

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

GENERAL ELECTRIC CREDIT CORPORATION,

Plaintiffs

vs.

DELORES ROBBINS

Defendants

SUMMONS AND COMPLAINT

Filed Oct. 7, 1968

Alice J. Duck

Clerk

FILED

OCT 7 1968

ALICE J. DUCK

CLERK
REGISTER

Perloff & Reid

Plaintiff's Attorney

Defendant's Attorney

nc

Defendant lives at

Received In Office

RECEIVED

OCT 7 1968

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Delores Robbins

Returned 11/14/68 day of October 1968
Not found in my county after diligent search and in
July.

By Taylor Wilkins, Sheriff
W. A. Jones Deputy Sheriff

Sheriff

Deputy Sheriff