GENERAL ELECTRIC CREDIT CORPORATION, a corporation,

Plaintiff,

v.

WALTER MOORER,

Defendant.

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

CASE NO. 8363

Plaintiff claims of defendant the sum of $755.65, for that heretofore on to-wit: September 29, 1967, the defendant executed a written contract a copy of which is attached and made a part hereof as if fully set out herein, wherein the defendant agreed to pay Electronic Products the sum of $555.14, in installments of $23.13, including interest commencing on the to-wit: 15th day of October, 1967, which said contract was transferred and assigned to plaintiff before default occurred in said contract. Plaintiff avers that defendant defaulted in payment thereunder on to-wit: June 15, 1968, and pursuant to the terms of said contract the plaintiff herein has declared the enitre balance due and owing.'

Plaintiff avers that by the terms of said conditional sales 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 $188.91, which is 1/3 of $566.74.

WHEREFORE, Plaintiff claims of the defendant $566.74, plus interest, plus attorneys fee in the amount of $188.91, as aforesaid.

PERLOFF & REID

Wayne W. Reid

Attorneys for Plaintiff

Defendant may be served:
412 Hurrican Rd, Bay Minette, Alabama
his emp: Bacon McMillan Mfg. Co.
Stockton, Alabama

FILED

OCT 8 1968

ALICE J. DUCK CLERK REGISTER

ERLOFF & REID
ORNEYS AT LAW
AN ANTWERP BLDG.
LE, ALABAMA 36602

GENERAL ELECTRIC CREDIT CORPORATION

(Please Print)

CONDITIONAL SALE CONTRACT

For Office Use Only
Account No. 35645

ADDRESS OF BUYER
Name Walter Hoorer
Address 412 Hurricane Rd
City Bay Minette State Ala Zip Code 36507 Tel. No.

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 24 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 $8.96 EXCEPT the final instalment which shall be $10.96, payments to be made at the place designated by Seller or his assignee.

Description of Merchandise	New or Used	Model	Serial No.	Price
G.E. Range	N	J408		159.95

(Description of Trade-in)

CASH PRICE Tax	$ 166 55
DOWN PAYMENT	
CASH	$
TRADE-IN (Described below)	$
UNPAID CASH BALANCE	$ 166 55
INSURANCE LIFE*	$ 3 09
ACC. & HEALTH*	$ 3 21
PROPERTY	$ 2 00
OFFICIAL FEES	$
PRINCIPAL BALANCE	$ 174 [illegible]
TIME PRICE DIFFERENTIAL	$ 41 72
TIME BALANCE	$ 216 [illegible]

Name of Buyer Proposed for Insurance Walter Hoorer AGE 24

("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 — Signed Electronic Products (SELLER) (L. S.)
By [signature] (INDIVIDUAL, PARTNER, OR OFFICER) Date
Seller's Address Stockton Ala

BUYER SIGN HERE — Signed X [signature] (BUYER) (L. S.) Date
Signed [signature] (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.	F. LIC.	REMARKS

IMPORTANT — DETACH BEFORE FILING

Buyer's Name Walter Hoorer
Age 24 Married / Single / Divorced
Employed By (If military, list Branch and Serial No.) Dixie Mcmillan
How Long
Monthly Salary 250.00
Street Address 412 Hurricane Rd
No. Dependents
Employer's Address Stockton, Ala
Occupation and Soc. Sec. No. 420-54-2935
City & State Bay Minette Ala
How Long
Previous Employer
Address
How Long
Rent / Own Home / Mo. Payments
Name & Address of Landlord or Mortgagee — Name Mr Walter Howze; Address
Wife's Name Willie
Wife's Employer
Address
Previous Address
How Long
Name & Address of Nearest Relative Not Living with Buyer — Name Leslie Nelson; Address Stockton Ala; Relationship Father
Make of car owned
Year
License No.
Financed by

We have checked the references below and have summarized their replies as follows. Bank, Trade, Instalment (Check and report at least three)

Name | Checking / Savings / Loan / Branch | Address | Date Opened | Orig. Balance | Terms-Mo. Pymts. | Pres. Balance | Paying Record

Sears Roebuck 329 70 24 14 95 3.58

Name of Dealer
New Acct. #
TB BAL.
L/C SHTG.
OP
RP
DUE HISTORY
C/S
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 ith 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; hichever 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 w, 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 uyer 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 otice, 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 nd 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, r 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 omplaint.

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 negoated 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

e 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

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 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 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 guarantees submitted in connection therewith are in all respects legally enforceable against each purported 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 (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)

OTICE OF PROPOSED GROUP INSURANCE— If a charge for life insurance or charges for life and accident and health insurance are included in ems of cost on reverse hereof, such insurance is contemplated in connection with this Contract on buyer proposed for insurance on reverse hereof under Group reditors Insurance Policy No. GL-14850 issued by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, Newark, N. J., provided this Contract is assigned to General ectric 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 arges 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 disarge 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 nd insured 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 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 nount of (c) all instalments due and unpaid at the commencement of the waiting period and (d) all instalments falling due during the waiting period, but in no ent 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 ealth insurance, if applicable, provides monthly benefits for total disability of buyer which commences while buyer is insured and continues beyond a 30 day imination Period; amount of the monthly benefit being equal to the monthly instalment payment required hereunder, subject to a maximum monthly limit of $300 th 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 ill be paid to the group policyholder to reduce or extinguish indebtedness remaining unpaid, any balance being payable by policyholder to buyer, if living, otherise 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 d 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 reired and with the above assignee.

OTICE OF PROPOSED PROPERTY INSURANCE—If a charge for property insurance is included in the items of cost shown on the reverse side ereof property insurance covering all items of merchandise listed on the reverse side of this Contract is contemplated under an Inland Marine Insurance Policy (Instalment Sales Floater) issued by Electric Mutual Liability Insurance Company, Lynn, Mass. to General Electric Credit Corporation and/or General Electric Credit rporation of Georgia (herein collectively called "Creditor"). It is understood that such insurance is available only if this Contract is assigned to Creditor, in which ent it will become effective from the date from which finance charges on the indebtedness accrue. The Insurance will (in absence of default on installment payents) 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 ys. 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, plosion, theft or the perils of transportation) EXCEPT the hazards of war, strike, riots, electrical disturbances within the merchandise, ordinary wear and tear, dioactive contamination and fraudulent conversion, the Insurer will pay to Creditor for application toward the indebtedness so much of the unpaid balance of this ntract 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 em 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 t 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 ent 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 edited if $1.00 or more.

FOR SERVICE CENTER USE ONLY		
	DMS	10/13
Audited by	Card Corrected by	Date

GENERAL ELECTRIC CREDIT CORPORATION

MOBILE — Branch — 283 — Branch No.

356457 — Account No. — 15 — Due Date — 2706 — Dealer No.

EXTENSION AGREEMENT
(Revised Terms Only)

SEP 28 1967

Date: 26 SEPT. 67

WALTER MOORER
412 HURRICANE RD
BAY MINETTE, AL. 36507

Dear Customer:

At your request and for your convenience we will extend the terms of payment on your account as shown below. All other conditions of the original agreement will remain in full force and effect. To be sure of getting the benefits of this extension, please sign and return one copy with a check or money order for the Total Fee shown below.

Status of Account Before Extension

TERM CHANGE

Date Next Payment Due

Unpaid Installments @ $ ______

Plus Final Installment of $ ______

Plus Shortage (Partial Instal. Unpaid) $ ______

Total Unpaid Balance $ ______ (A)

Status of Account After Extension

Date Next Payment Due OCT 15

Unpaid Installments 23 @ $ 23.13 = $ 531.99

Plus Final Installment of $ 23.15

Plus Shortage (Partial Instal. Unpaid) $ ______

Total Unpaid Balance 555.14

COMPUTATION OF CHARGES

Insurance*

1. Life

Mos. Next Payment Advanced ______ X .115% X (A) = $ ______

Mos. Extended Due to Reduced Installments ______ X .0575% X (A) = $ ______

2. Property

Mos. Next Payment Advanced ______ X .0625% X (A) = $ ______

Mos. Extended Due to Reduced Installments ______ X .0625% X (A) = $ ______

Extension

Mos. Next Payment Advanced ______ X ______ X (A) = $ ______

Mos. Extended Due to Reduced Installments ______ X ______ X (A) = $ ______

Flat Charge or Adjustor Fee $ ______

FREE

Total Life Insurance Charge $ ______

Total Property Insurance Charge $ ______

Total Insurance Charges $ ______ (B)

Total Extension Charge $ ______ (C)

Total Fee (B + C) $ ______

Payment Received $ ______

Total Collected $ ______

Indicate Previous Extensions:

☐ Number of Months
or
☐ Number of Times

Reason B/O REQ A/C 355705 TO BE PROG WITH ABOVE

General Electric Credit Corporation

By [signature]

Unpaid Balance and Revised Payment Terms Agreed to:

Sign Here: ______ Customer's Signature ______ Date

OR-276 (5-65)

(*Only applicable on presently insured accounts. See Inst. 81.10)

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 7, 1968

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

Re: GECC v. MOORER, Walter

8363

Dear Mrs. Duck:

Please file the enclosed bill of complaint in your court and advise when service has been obtained.

Very truly yours,

PERLOFF & REID

Mayer W. Perloff

Mayer W. Perloff

/rms

Enc/2