

The State of Alabama,
Baldwin County

No. 8387

CIRCUIT COURT

19

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon Jacquelin L. Spivey and William
Benton

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
Universal C. I. T. Credit Corporation

Witness my hand this 18 day of Oct 1968

Allice J. Duck, Clerk

COMPLAINT

UNIVERSAL C. I. T. CREDIT

JACQUELIN L. SPIVEY and

CORPORATION

Plaintiff

Versus WILLIAM BENTON

Defendant

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

1-1961 Oldsmobile, F85, 4 Dr., Serial No. 6AAM-18471 of the
value of \$500.00

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

from August 13 1968, to date 19

FILED

C. L. DeLoach Plaintiff's Attorney.

OCT 18 1968

ALICE J. DUCK
CLERK
REGISTER

State of Alabama

Baldwin County

CIRCUIT COURT

UNIVERSAL C. I. T. CREDIT CORP.

Plaintiff...

VS.

JACQUILIN L. SPIVEY and

WILLIAM BENTON

Defendant...

Detinue Summons and Complaint

Filed _____, 19____

FILED

OCT 18 1968, Clerk

ALICE J. BLICK

CLERK
REGISTER

C. L. Thompson
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. Blick Clerk

Exp. 10-31-68 By turning

To Kopski Body Shop - of Storing
of made Bond 11/8/68
By Universal C. I. T. National Surety Corp.
Property released to 'Det'

Carlton Childress
Gulf Shores

Defendant lives at
Jacquelin L. Spivey, Anchorage Supper Club, Gulf Shores
Benton - 3 mi. North of Canal on Highway 59

RECEIVED

OCT 18 1968, 19____

TAYLOR WILKINS
SHERIFF

Sheriff

I have executed this summons

this _____, 1968

by leaving a copy with

William Benton 10-31-68

Jacquelin L. Spivey 11-2-68

Sheriff claims 200 miles at

Ten Cents per mile Total \$20.00

TAYLOR WILKINS, Sheriff

BY Carlton Childress
DEPUTY SHERIFF

Taylor Wilkins, Sheriff

Carlton Childress, Deputy Sheriff

Printed by Moore Printing Co.

Gulf Shores

288

DETINUE — REPLEVY BOND OF PLAINTIFF

STATE OF ALABAMA }

Baldwin County }

KNOW ALL MEN BY THESE PRESENTS, That we, Universal C.I.T. Credit Corporation

and

are held and firmly bound unto Jacquelin L. Spivey and William Benton

in the sum of One Thousand (\$1,000.00) Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this _____ day of _____ 19____

The condition of the above obligation is such that whereas the said Universal C.I.T. Credit Corporation did, on the _____ day of October 19 68 sue out of the Circuit Court of Baldwin County a writ of detinue directed to any Sheriff of the State of Alabama commanding him

to take into his possession the following property, to-wit: _____

1 - 1961 Oldsmobile, F85, 4 Dr., Serial No. 6AAM-18471 of the value of \$500.00.

which said writ was placed in the hands of Taylor Wilkins,

Sheriff of Baldwin County, Alabama, on the _____ day of _____, 19____,

and executed by him on the _____ day of _____, 19____, by taking into his possession the following property, to-wit:

1 - 1961 Oldsmobile, F85, 4 Dr., Serial No. 6AAM-18471

And whereas the said Jacquelin L. Spivey and William Benton 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 if the said Universal C.I.T. Credit Corporation upon his failing in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay all 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.

UNIVERSAL C.I.T. CREDIT CORPORATION

By EM McDonald (SEAL)

NATIONAL SURETY CORPORATION

By William J Brumfield (SEAL)
Attorney-in-fact

Taken and approved this 8th day of November 1968

Taylor Wilkins
Sheriff, Baldwin County, Ala.

THE STATE OF ALABAMA
BALDWIN COUNTY

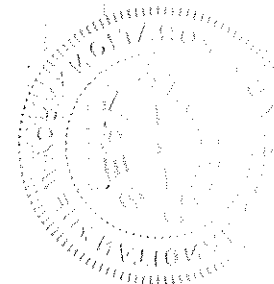
Circuit Court, Baldwin County

REPLEVY BOND
Of Plaintiff

vs.

Taken and approved this

day of , 196



NATIONAL SURETY CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Peter F. Beville, Miriam T. Brumfield and Geneva L. Ramsey, all of Mobile, Alabama
EACH.

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of NATIONAL SURETY CORPORATION adopted on the 6th day of September, 1962, and now in full force and effect.

"Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL SURETY CORPORATION at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 16th day of July, 1968.



NATIONAL SURETY CORPORATION

By

S. D. MENIST, Vice-President

STATE OF CALIFORNIA,

ss.

CITY AND COUNTY OF SAN FRANCISCO

On this 16th day of July, 1968, before me personally came S. D. MENIST, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Ethel L. Watkins

ETHEL L. WATKINS, Notary Public
My commission expires March 2, 1971.

CERTIFICATE

STATE OF CALIFORNIA,

ss.

CITY AND COUNTY OF SAN FRANCISCO

I, the undersigned, Assistant Secretary of NATIONAL SURETY CORPORATION, a NEW YORK Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 7th day of November, 1968.



Winifred H. Browne

WINIFRED H. BROWNE, Assistant Secretary

IN THE CIRCUIT COURT OF

Baldwin County

STATE OF ALABAMA

Baldwin County

Before me, Peter F. Beville, a Notary Public in and for said County,

E. M. McDonald, personally appeared

who being by me duly sworn deposes and says that the property sued for in the complaint of Universal C. I. T. William Benton

Credit Corporation v. Jacquelin L. Spivey and / filed in said Court, to-wit:

1 - 1961 Oldsmobile, F85, 4 Dr., Serial No. 6AAM-18471

of the value of \$500.00

belongs to Universal C I T Credit Corporation, the plaintiff.

Sworn to and subscribed before me this 17th

day of October 19, 68

Notary Public

IN THE CIRCUIT COURT OF

Baldwin County

STATE OF ALABAMA

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Universal C I T Credit

Corporation, Principal, and

National Surety Corporation

firmly bound unto Jacquelin L. Spivey and / his heirs, executors and admin-

istrators in the sum of One Hundred (\$100.00) Dollars,

for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the 17th day of October 19 68

The condition of the above obligation is such that whereas, the above bound

Universal C I T Credit Corporation has on the 17th day of

October 1968, sued out a writ of detinue in the Circuit Court of Baldwin

County, returnable to the said Circuit Court against the said Jacquelin L.

Spivey and William Benton for the recovery of the following

described property, to-wit:

1 - 1961 Oldsmobile, F85, 4 Dr., Serial No. 6AAM-18471 of the

value of \$500.00

Now, if the said Universal C I T Credit Corporation shall fail in said suit

and shall pay to the said Jacquelin L. Spivey and William Benton the defendant in

said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to

be void, otherwise, to remain in full force and effect.

Taken and approved this 18

day of

19 68

NATIONAL SURETY CORPORATION

(SEAL)

(SEAL)

(SEAL)

Attorney-in-fact

Clerk, Circuit Court

No. _____

THE STATE OF ALABAMA

_____ COUNTY

CIRCUIT COURT

Plaintiff

vs.

Defendant

Detinue — Affidavit and Bond

Filed this _____ day of _____ 19____

Clerk



NATIONAL SURETY CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Peter F. Beville, Miriam T. Brumfield and Geneva L. Ramsey, all of Mobile, Alabama
EACH.

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of NATIONAL SURETY CORPORATION adopted on the 6th day of September, 1962, and now in full force and effect.

"Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL SURETY CORPORATION at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 16th day of July, 1968.



NATIONAL SURETY CORPORATION

By

S. D. Menist
S. D. MENIST, Vice-President

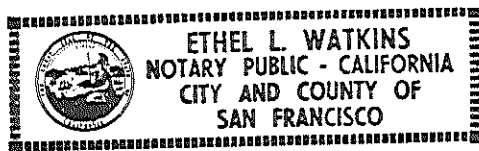
STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

ss.

On this 16th day of July, 1968, before me personally came S. D. MENIST, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Ethel L. Watkins
ETHEL L. WATKINS, Notary Public
My commission expires March 2, 1971.

CERTIFICATE

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

ss.

I, the undersigned, Assistant Secretary of NATIONAL SURETY CORPORATION, a NEW YORK Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 17th day of October, 1968.



Winifred H. Browne
WINIFRED H. BROWNE, Assistant Secretary

ALABAMA SECURITY AGREEMENT

Customer (which also means "debtor" and includes all purchasers jointly and severally) has today purchased from Secured Party, hereafter called "Seller," on a time price basis, under the terms and provisions on the face and back of this Security Agreement, hereafter called "contract", accepted in its present condition and received delivery of the following commodity:

Br.	Dir.	Tr.
357	1094	51232
DATE (Month, Day and Year)		
7-13-68		
NEW OR USED	YEAR AND MAKE	SERIES, MAKE, OR TRADE NAME (Also "No." if applicable)
U.	1961 Oldsmobile	F85
NO. CYL.	H/P 65 & LATER	M.H. LENGTH, WIDTH & DESCRIPTION AUTO-BODY TYPE (if truck, tons capacity)
8		4 Door
IDENTIFICATION NO. (Serial or Motor No.)		STATE REGISTRATION NO.
61IM18471		

TO BE KEPT AT	COUNTY OF	If at other than Customer's address, enter location →	NUMBER AND STREET, CITY AND STATE
	Covington		
CUSTOMER Name	Jacinquin L. Spivey		SELLER Name
Number and Street	207 Lee Street		Burgess-Harrison Motors, Inc.
City, State and ZIP Code	Andalusia, Alabama		North 6th Street
			City, State and ZIP Code
			Floral, Alabama

Unequal or Irregular Payments

(If Space Is Inadequate, Attach Rider)

\$	on	19
\$	on	19
\$	on	19
\$	on	19
\$	on	19
\$	on	19

DESIGNATION OF INSURED

For any credit life insurance obtained in connection herewith, Customer designates as the person to be covered the individual whose signature first appears below as or on behalf of Customer. (Such signer for corporation must be an officer; for partnership a partner.) No such insurance is to be obtained if such designee is 65 years of age or over.

The Customer designated below as the person to be insured for such insurance, in order to induce Connecticut General Life Insurance Company or any substituted insurer to accept such insurance, hereby represents that such person is under 65 years of age and that to the best of such person's knowledge and belief he or she is now in good health. Such person hereby authorizes any physician or hospital to disclose to such carrier in the event of his or her death all information concerning his or her medical history prior to the date of this contract.

IF PHYSICAL DAMAGE INSURANCE NOT FINANCED HEREIN, CUSTOMER HAS PURCHASED SAME FROM

(Agent's Name)
(Agent's Address)
(Name of Insurance Company)

(1) Price of commodity if this were a cash sale, including following extra equipment—(only as described and checked below):	\$ 708.90
<input checked="" type="checkbox"/> Radio <input checked="" type="checkbox"/> Heater <input checked="" type="checkbox"/> Air Cond. <input type="checkbox"/> Over-Drive <input type="checkbox"/> Automatic Trans. <input checked="" type="checkbox"/> Power Stg.	
<input checked="" type="checkbox"/> Power Brakes <input type="checkbox"/> Power Seats <input type="checkbox"/> Power Windows	
(2) Down payment: Cash	\$ 313.90
Trade-in: Year and Make	
Body Type & Model No.	
Serial No.	
Allowance: Gross \$	
Owing \$	
Net \$	\$ 313.90
Total Down Payment	\$ 395.00
(3) Unpaid balance of cash price [item (1) minus item (2)]	\$ 70.00
(4) Cost, if any, to Customer of following insurance coverages, for term of _____ months from date hereof.	
No coverages included except as checked below:	
IF AUTOMOBILE	IF MOBILE HOME
<input type="checkbox"/> Fire and Broad Form Theft	<input type="checkbox"/> Broad Form Comprehensive Protection
<input checked="" type="checkbox"/> Comprehensive	<input type="checkbox"/> Broad Form Protection
<input checked="" type="checkbox"/> Towing and Labor Costs	<input type="checkbox"/> Personal Effects - Broad Form Protection
<input checked="" type="checkbox"/> \$ 50.00 Deductible Collision	<input type="checkbox"/> Single Interest Property Insurance covering Holder's interest only, subject to policy terms
<input type="checkbox"/> Combined Additional Coverage	
<input type="checkbox"/> Other Insurance (Describe type and period of coverage of each below):	

(5) Amount included, if any, for credit life insurance coverage, for term of this contract	\$ Incl.
(6) Official fees	\$ 5.00
(7) Principal balance [sum of items (3), (4), (5) and (6)]	\$ 470.00
(8) Finance charge	\$ 83.36
(9) Time balance owed [sum of items (7) and (8)]	\$ 553.36
which Customer agrees to pay in 12 monthly instalments of \$ 46.13 each and one final instalment of \$ _____ all payable the like date of each successive month commencing 8-13-1968, or if no date is specified, one month after date of this contract, or as indicated under Unequal or Irregular Payments shown hereon.	
(10) Time sale price [sum of items (2) and (9)]	\$

Customer, having a choice between the stated cash sale price and the stated time sale price, has elected to buy the commodity for the latter. Holder (meaning Seller or its assignee if this contract is assigned) retains title to, and a secured interest in, the commodity and all equipment, tires, heaters, radios, television sets, furniture, appliances, accessories and parts now or later attached to or used in connection with the commodity (all hereafter included as collateral and called "commodity") until all Customer's obligations are performed.

(Continued on other side)

INSURANCE COVERAGES HEREIN, IF ANY, DO NOT INSURE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE, NOR COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW.

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

Burgess-Harrison Motors, Inc.

Signature
of
Dealer

By Thayer L. Spivey Title President

Customer acknowledges receipt of a true copy of this contract which was completely filled in prior to Customer's execution hereof.

Jacinquin L. Spivey
(Person to be insured under above Designation, if applicable)

Purchaser
and
Co-purchaser



2-407 B (1-67) Auto/Mobile Home

ORIGINAL

(Continued from other side)

If Seller assigns this contract, Seller shall not be assignee's agent for receipt of payments or for any purpose. No agreement, representation or warranty shall be binding on assignee unless stated herein. Customer will settle all claims, set-offs and defenses against Seller directly with Seller, and not assert them against assignee.

Customer shall pay promptly all taxes on this sale and the commodity, its use or operation and keep commodity in good condition, free from liens and at the address therefor stated in this contract, and if the commodity is a mobile home, shall not remove it from that address without first obtaining both the holder's prior written consent and collision insurance covering the movement. Customer shall not sell, encumber, abandon or otherwise dispose of commodity or use it for hire or illegally; without limiting the foregoing, holder's security interest shall under all circumstances extend to proceeds. Commodity will be kept and maintained by Customer as, and shall remain, personal property, and shall not become part of any freehold.

Commodity shall be at Customer's risk and he shall procure and maintain at his expense insurance on it satisfactory to holder for the contract term, against all physical damage risks, payable as interest appears. If Customer fails to do so, or if insurance included in the contract is cancelled, or cannot be obtained because the included cost is insufficient or otherwise, holder may, at its option, purchase insurance protecting Customer and holder, or either, and apply thereto the included cost or any premium refund received by holder. Customer shall repay holder (1) the additional cost of such insurance, and (2) the cost of any credit life and accident and health insurance related to this transaction, later obtained by holder at Customer's request, in each instance together with interest at the highest lawful contract rate, in equal instalments, over the remaining term, concurrent with remaining instalments.

If credit life insurance is included in this transaction, the term of such insurance will be the number of whole months embraced in the term of the indebtedness, and will commence on the date of the indebtedness; the amount of such insurance at any time while the Customer is so indebted will be approximately equal to the amount of the insured's indebtedness to the holder at such time; proceeds will be applied to reduction or discharge of the indebtedness; excess proceeds, if any, will be payable to the estate of the insured; all of the foregoing as to credit life insurance is subject to provisions of the policy or certificate to be issued.

Customer assigns to holder any insurance proceeds related to persons or property, including return or unearned premiums, for application to the unpaid balance. Customer directs any insurer to pay holder directly and appoints holder as attorney-in-fact to endorse any draft. On any default holder may cancel all insurance and credit any refund to the unpaid balance.

Holder may collect a delinquency and collection charge on each instalment in default for 10 days or more in an amount not exceeding 5% of each said instalment, plus actual direct collection expenses.

Time is of the essence. Waiver of default or acceptance of any late payment shall not waive any subsequent or other default. On default or if holder in good faith deems itself insecure, the full balance shall without notice become due and payable forthwith, together with reasonable fees (15% if not prohibited by law) and legal expenses if this contract is referred to an attorney not a salaried employee of holder. Customer shall pay said amount or, at holder's option, shall deliver the commodity to holder, and holder may, without notice or legal action, peaceably enter any premises where commodity may be found, take possession of it and of anything found in it. Customer waives all exemption and homestead laws. Customer shall be barred from claiming that commodity, when repossessed, contained anything not included herein, unless he notifies holder of such claim by registered mail, at the last address to which Customer has been directed to pay instalments, within 5 days of repossession, and calls for such claimed property during business hours within 7 days after holder mails to Customer a statement where to call therefor, sent either to the place, if any, specified in the registered notice, otherwise to the place of repossession. Holder may store any such claimed property in a public warehouse, and Customer shall be liable for storage charges after the above 7 days expire.

Holder shall also have all the remedies of a secured party under the applicable Uniform Commercial Code. It is agreed that commodity is the subject of widely distributed standard price quotations and is customarily sold in a recognized market, and commodity may be sold, leased or otherwise disposed of, with or without notice, publicly or privately, and holder may acquire the collateral at any such disposition. Sale to a dealer is a commercially reasonable disposition. If prior notice of disposition of commodity is required, 5 days' notice is reasonable. Proceeds of disposition, less reasonable attorneys' fees, legal expenses and expenses of repossession, storage, repair and disposition, shall be credited to the unpaid balance. Customer is liable for, and shall forthwith pay, any deficiency; any surplus shall be paid to Customer.

Except as otherwise specifically provided in this agreement, unless Customer gives holder written notice of change of address any notice to Customer shall be effective if sent to Customer's above address.

Any amounts received from or on behalf of Customer may be applied, at holder's option, first to any accrued charges. This contract is the entire agreement between Customer and Seller, and no change in this contract shall be binding on holder unless written. Holder's rights and remedies are cumulative. Any provision hereof invalid under the law or regulations of the State of Seller's address herein shall be deemed modified or deleted to conform thereto.

GUARANTY

In consideration of the acceptance of the above instrument, or its purchase by any assignee, we jointly and severally guarantee to any holder the payment promptly when due of every instalment thereunder and the payment on demand of the entire unpaid balance and all other obligations of Customer thereunder if Customer defaults in any payment of any instalment at its due date or in any other manner, without first requiring holder to proceed against Customer. We warrant that the contract is genuine, legally valid and enforceable and waive notice of acceptance hereof and of defaults thereunder and consent that holder may, without affecting our liability, compromise or release, by operation of law or otherwise, any rights against and grant extensions of time of payment to Customer and other obligors. If we default on any obligation under this guaranty and holder refers the same to an attorney for collection, we shall also be liable to and pay holder, attorneys' fees (15% of the amount in default, if not prohibited by law), court costs and disbursements. Witness our hands and seals.

(Seal)

(Seal)

DEALER'S ASSIGNMENT

We hereby sell and assign to the assignee named below the above instalment contract and all interest in the chattels thereby sold, and our rights under any guaranty, without recourse as to Customer's obligation of payment, except as may be otherwise provided in any underlying agreement between us, with full power to you in your or our name to collect and discharge the same and to take all such legal or other proceedings as we might take, save for this assignment. We warrant that the contract and any guaranty thereof are genuine, legally valid and enforceable, and a copy thereof, identical with the original, was given to the Customer; we hereby convey good title thereto; all statements of facts therein are true; the Customer was quoted the cash price and the time price as stated therein; no part of the down payment shown as paid in cash is owing by loan or note and any trade-in shown was received by us for the allowance stated therein; all statements made by Customer on any forms related thereto are true to our knowledge and belief; we have clear title to the chattels, free of all liens and encumbrances, except for this contract; Customer is not a minor and has capacity to contract; if permitted by law, Certificate of Title showing the lien or encumbrance in your or our favor has been or will be forthwith applied for. All warranties herein contained are made to induce you to purchase this contract and if there is a breach of any, without regard to your or our knowledge or lack of knowledge with respect thereto or your reliance thereon, we will on demand purchase this contract from you for the balance then remaining unpaid. We waive all demands and notice of default and consent that, without notice to us, you may extend time to or compound or release, by operation of law or otherwise, any rights against Customer or any other obligor. If we execute any applicable guaranty on this form or elsewhere covering this transaction, the above italicized language only is deemed deleted and notwithstanding the provisions of any underlying agreement whatsoever between us, your recourse as to us on this assignment shall be as stated in such guaranty. If we do not execute any such guaranty, and have no underlying agreement with you governing our assignment to you of contracts for the type of chattel here sold, then notwithstanding anything in this assignment, this contract shall be deemed sold to you, as to recourse, with our assignment to you in your standard full recourse form.

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

ASSIGNEE: UNIVERSAL C.I.T. CREDIT CORPORATION

Business-Harrison Motors, Inc.
President



Universal C.I.T.

Credit Corporation

450A GOVERNMENT STREET, P. O. BOX 2485
MOBILE, ALABAMA 36601
TEL: 453-2506

October 21, 1968

Lenoir Thompson
Attorney-at-Law
Bay Minette, Ala.

Re: Jacquelin L. Spivey

Dear Mr. Thompson:

Attached please find the original contract on the above customers detinue case.

Yours very truly,


E. M. McDonald
Branch Manager