

STATE OF ALABAMA)

BALDWIN COUNTY)

To any sheriff of the State of Alabama:

You are hereby commanded to summon C. F. Mason 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 Appliance Buyers Credit Corporation, a corporation.

Witness my hand this 23rd day of December, 1968.

Alice J. Duck
Clerk

APPLIANCE BUYERS CREDIT
CORPORATION, a corporation,

Plaintiff,

VS.

C. F. MASON,

Defendant.

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

CASE NO. 8479

Plaintiff claims of the Defendant \$163.24 due by contract made by him on, to-wit, the 20th day of June, 1967, payable to Western Auto Store in twenty-four monthly installments of \$14.33 each beginning July 25, 1967. Plaintiff avers that said contract was assigned to Appliance Buyers Credit Corporation, the Plaintiff, on June 20, 1967, and is now the property of the Plaintiff. Plaintiff avers that the Defendant defaulted in the payments due under said contract and pursuant to the terms of said contract, Plaintiff declares the entire unpaid balance under said contract presently due and payable.

TYSON, MARR AND FRIEDLANDER
Attorneys for Plaintiff

By Charles J. Tyson
For the Firm

Defendant may be served:
117 Orange Street, Fairhope, Ala.

FILED

DEC 23 1968

VOL

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ALICE J. DUCK

CLERK
REGISTER

4:12-28-68

8479

Appliance Buyers
Credit Corp, a corp.
Pitt

as.

C.F. Mason

FILED

DEC 23 1968

ALICE J. DUNN CLERK
ALICE J. DUNN REGISTER

117 Orange St
Mason, Marr & Friedlander
Atty.

Received 23 day of Dec 1968
and on 28 day of Dec 1968
I served a copy of the within HC
on C. F. Mason
to type
By service on C. F. Mason

TAYLOR WILKINS, Sheriff

By Roy Randal D.S.

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY Roy Randal
DEPUTY SHERIFF



**APPLIANCE BUYERS
CREDIT CORPORATION**

RETAIL INSTALMENT CONTRACT

FOR ABCC USE ONLY	
Dealer No. <u>36532</u>	Account No.

Date June 20 19 67

This contract made and entered into, the date above written, by and between:

PLEASE BUYER C. F. Mason SELLER Western Auto Store
 PRINT ADDRESS Rt. 1, Box 25 ADDRESS 14 S. Church St.
 CITY Fairhope STATE Ala. ZIP CODE 36532 CITY Fairhope STATE Ala. ZIP CODE 36532

The Seller hereby sells and Buyer, having been quoted both a cash price and a time price, hereby purchases the property described below, delivery and acceptance of which in good order is acknowledged by Buyer, viz:

Serial No.	Model No.	New or Used	Description	Price	Total Cash Price (Including Sales Tax)
74166	ASL1653	N	Whirlpool Air Conditioner	258 88	\$ 281 74
					Total Down Payment \$
					Cash Down Payment \$.74
					Trade-in Allowance \$
					(*Describe Below)
					Unpaid Cash Balance \$ 281 00
					Insurance (For Term of Contract) \$
					Credit Life \$ 5.62
					Property \$
					Principal Balance \$ 57.30
					Finance Charge \$ 62.92
					Time Balance \$ 343 92
			Sales Tax	10 36	
			Installation	12 50	
			*(Description of trade-in)		

Buyer agrees to pay the Time Balance in 24 consecutive monthly instalments beginning July 25, 1967. Each instalment shall be in the amount of \$ 14.33, except the final instalment which shall be \$ 14.33, payments to be made at the place designated by Seller or Seller's assigns.

PLEASE
USE
INK

**BUYER HEREBY ACKNOWLEDGES RECEIPT OF
A TRUE AND COMPLETE COPY OF THIS INSTRUMENT.**

Buyer C. F. Mason (Seal)
(Person insured if ins. option exercised)

Seller Western Auto Store

By Mrs. Tom C. Strickland

Buyer _____ (Seal)

**Additional Terms and Conditions
on Reverse Side**

SA-201 (Rev. 11-66) ORIGINAL — For Appliance Buyers Credit Corporation

NOTE TO DEALER: Please fill in the information requested below For ABCC • Credit information furnished by Buyer.

BUYER'S NAME <u>C. F. Mason</u>		STREET ADDRESS <u>Rt. 1, Box 25</u>		CITY AND STATE <u>Fairhope Ala.</u>		HOW LONG <u>6 mo.</u>
PHONE NO. <u>928-7425</u>		FORMER ADDRESS (IF LESS THAN 5 YRS. AT PRESENT ADDRESS) <u>Bancroft 156</u>		HOW LONG <u>2 1/2</u>	WIFE'S NAME <u>May</u>	
AGE <u>30</u>	<input checked="" type="checkbox"/> MARRIED <input type="checkbox"/> SINGLE	NO. DEPENDENTS <u>4</u>	EMPLOYER (IF MILITARY, LIST BRANCH AND SERIAL NO.) <u>Paper Printing Co.</u>	EMPLOYER'S ADDRESS <u>Fairhope</u>	HOW LONG <u>1 year</u>	
OCCUPATION <u>Printer operator</u>	MO. SALARY <u>\$17.00</u>	BADGE NO.	FORMER EMPLOYER (IF LESS THAN 1 YR. WITH PRESENT EMPLOYER) <u>City of Fairhope</u>	NEAREST RELATIVE AND ADDRESS <u>Glenn Mason, 162 Fern St.</u>	HOW LONG <u>2 years</u>	
WIFE'S EMPLOYER AND ADDRESS			BANK AND ADDRESS OF BANK <u>Baldwin National</u>			
<input type="checkbox"/> RENT <input checked="" type="checkbox"/> OWN HOME	MO. PAYMENT <u>\$40.00</u>	MAKE OF CAR OWNED <u>66 Chev.</u>	YEAR	LICENSE NO.	<input checked="" type="checkbox"/> CHECKING <input type="checkbox"/> LOAN <input type="checkbox"/> SAVINGS	
MORTGAGEE OR LANDLORD			OTHER SOURCES OF INCOME (EXPLAIN)			

CHECK AND REPORT AT LEAST THREE REFERENCES BELOW (BANK, TRADE, INSTALLMENT) BUT INCLUDE ALL AMOUNTS NOW OWED.

NAME	ADDRESS	DATE OPENED	ORIG. BAL.	TERMS-MO. PAYMTS.	PRES. BAL.	PAYING RECORD
<u>Baldwin National</u>						
<u>James B...</u>						
<u>Redise</u>						

PREVIOUS ABCC ACCT. NO. _____ APPROVED BY _____ DATE _____ DATE CHECK ISSUED _____

ADDITIONAL TERMS AND CONDITIONS

If payments are not made within 10 days after due date, Buyer agrees to pay reasonable late charges, which shall be computed at the rate of 5% of each instalment in default, but not exceeding the lawful maximum, or a minimum late charge of \$1.00 if allowed by law.

Title to the property shall remain in Seller or Seller's assigns until the purchase price is fully paid. Seller has a security interest in the subject matter of this agreement, including all additions and accessions thereto, to secure payment and performance of all Buyer's obligations hereunder. It is agreed that the property shall at all times be and remain personal property. Buyer shall be responsible for any loss or damage to said property.

If default occurs in the payment of any instalment when due, the unpaid balance shall be immediately due and payable at the option of the holder and each party shall have the rights and privileges accorded by the Uniform Commercial Code as adopted in this state, and any other applicable statute in effect in this state. Waiver of any default shall not constitute waiver of any other default. Buyer agrees if after default the contract is placed in the hands of an attorney for collection, to pay reasonable attorneys fees and court costs when permitted by law.

Buyer acknowledges that this agreement may be assigned and agrees that after such assignment Buyer will settle all claims against Seller directly and agrees not to set up any such claim as a defense, counterclaim, set-off, cross-complaint or otherwise, to any action brought under the terms of this agreement by an assignee.

IT IS UNDERSTOOD THAT THERE ARE NO UNDERSTANDINGS, REPRESENTATIONS OR AGREEMENTS OUTSIDE THE TERMS OF THIS AGREEMENT and that this agreement shall not be hereafter modified, except in writing. Any part of this agreement contrary to the laws of any state shall not invalidate the remaining provisions in that state.

MUST BE SIGNED BY SELLER

The within contract is hereby accepted and for valuable consideration, the receipt whereof is hereby acknowledged, the undersigned hereby assigns, transfers and sets over to APPLIANCE BUYERS CREDIT CORPORATION, the within contract, and all right, title and interest in and to the property therein described, and all rights and remedies under said contract.

All warranties, terms and provisions of an agreement between the undersigned and Appliance Buyers Credit Corporation are made a part hereof by reference and upon which Appliance Buyers Credit Corporation relies in making this purchase.

Dated this 20th day of June, 1967 Western Auto Store
(Seller)

By Mrs. Mrs. C. Strickland
(Signature)