

CHRYSLER CREDIT CORPORATION,
a corporation,

Plaintiff,

vs.

MRS. VELMA V. JOHNSON,

Defendant

(IN THE CIRCUIT COURT OF

(BALDWIN COUNTY, ALABAMA,

(AT LAW

(CASE NO. 8566

Plaintiff claims of the defendant \$ 954.24 due from him by written contract heretofore executed by the defendant. Plaintiff avers that the defendant breached said contract in that he failed and refused to pay the installments due thereunder and as a result of said default, the plaintiff did, in accordance with the terms of said contract, repossess the vehicle described in said contract. Plaintiff further avers that said vehicle was duly sold and that the price received therefor constituted the fair and reasonable market value of said vehicle at the time of said sale by plaintiff and that said sale price has been duly credited to the defendant's account and further, plaintiff avers that all just and proper credits have been allowed the defendant, but that the above sum remains due and unpaid. Plaintiff avers that in said contract the defendant waived as to this debt all rights of exemption under the Constitution and Laws of the State of Alabama and further, plaintiff claims the sum of \$ 319.08 as a reasonable attorney's fee, as provided under the terms of said contract, and plaintiff avers that said fee is reasonable.

PERLOFF & REID

BY: 

Attorney for Plaintiff

Serve the defendant at: Route 1, Bay Minette, Alabama
or her employment at Bay Slacks

FILED

FEB 11 1969

ALICE J. DECK

CLERK
REG. 12

RETAIL INSTALLMENT CONTRACT

NO. 1140 ORIGINAL

Buyer's (and Co-Buyer's) Name and Address (Include County) Velma V. Johnson Route 1 Bay Minette, Alabama	Seller's Name and Address Curt Hinote Chrys Ply 632 So. Wilson Ave. Prichard, Alabama
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The undersigned Seller hereby sells, and the undersigned Buyer (which means Buyer or Buyers, jointly and severally), having been quoted both a Time Price and a lower Cash Sale Price, hereby purchases from Seller on a time price basis, subject to the terms and conditions set forth herein, including the reverse hereof, the following property (hereinafter called "property"), delivery and acceptance of which in good order hereby are acknowledged by Buyer:

NEW/USED	YEAR	MAKE	CYL	MODEL	BODY TYPE	VEHICLE NO.			
new	1968	Plymouth	8	GTX	2 dr ht	RS23L8G174687			
Check All Spec. Equip.	<input type="checkbox"/> Radio	<input type="checkbox"/> Heater	<input type="checkbox"/> Auto. Trans.	<input type="checkbox"/> Power Steering	<input type="checkbox"/> Power Brakes	<input type="checkbox"/> Power Seats	<input type="checkbox"/> Power Windows	<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Describe Other

STATEMENT OF TRANSACTION

1. Cash Sale Price (Include equipment, accessories, extras and taxes, if any)	\$ 3953.40
2. Total Down Payment—Consisting of \$ (Net Trade-in) Plus \$ 1000.00 (Actual Cash)	\$ 1000.00
Description of Trade-in: Make _____ Model _____ Year _____	
3. Difference between items 1 & 2	\$ 2953.40
* 4a. Cost of Physical Damage Insurance (Include if Buyer has authorized Seller to apply for the insurance)—See Below	\$ 263.00
** 4b. Charge for Credit Life Insurance (Include if Buyer has authorized Seller to apply for the insurance)—See Below	\$ 47.96
4c.	\$
5. Official Fees	\$ 10.00
6. Principal Balance (Add items 3, 4a, 4b, 4c & 5)	\$ 3274.36
7. Finance Charge	\$ 724.16
8. Time Balance (Add items 6 & 7)	\$ 3998.52

Buyer hereby promises to pay the Time Balance to the order of Seller or holder at Seller's office designated herein, or at such office of any holder of this contract, in 36 installments of \$ 111.07 each, and one final installment of \$ _____, which shall be the balance due hereon, commencing on the 9th day of Feb., 1968, and on the same day of each month thereafter until paid.

* PHYSICAL DAMAGE INSURANCE Covering Accidental Physical Damage to the car as outlined below (check which applies) for a term of 12 months, and including optional coverage for Towing and Labor Costs. (If included, the cost thereof, amounting to \$ _____, is included in the aggregate cost itemized above.)

<input type="checkbox"/> Comprehensive Coverage	{ including \$ 100.00 Deductible: Collision
<input type="checkbox"/> Fire-Theft and Additional Coverage	

Insurance settlement shall be based upon actual cash value of property at time of loss, not to exceed limits of liability set forth in the policy, and shall be payable to Buyer, Seller or Seller's assignee, as interests may appear.

** CREDIT LIFE INSURANCE according to terms and conditions set forth in policy or certificate of insurance issued by (check) ☒ The John Hancock Mutual Life Insurance Company, Boston, Mass. under its Group Policy No. 17680-GCI.

☐ _____ (If Other Policy, Name Insurer) _____ (Home Office Address)

NOTICE TO BUYER IF CREDIT LIFE INSURANCE IS AUTHORIZED:

1. The maximum amount of insurance under this contract is: If John Hancock is the above-designated insurer under its Group Policy No. 17680-GCI, \$10,000. If insurer designated above is other than John Hancock under its Group Policy No. 17680-GCI, \$ _____. Maximum aggregate amount of insurance under this and any other installment contract of the Buyer, when the insurer designated above is the insurer designated in each of the several contracts, is — If John Hancock is the above-designated insurer under its Group Policy No. 17680-GCI, \$10,000; otherwise \$ _____. If the insurance becomes effective, the term thereof shall commence on the date of this contract and continue until not later than the 15th () day after the date provided above for payment of the final installment hereunder, on which date the unpaid balance of the obligation hereunder is or becomes paid in full, unless the insurance is automatically terminated on an earlier date in certain other events. Reference is hereby made to the further statement of such insurance, including the further statement concerning the above-designated maximum amounts of insurance contained in Paragraph 10 on the reverse hereof, and hereby incorporated in this item.

2. Buyer Proposed For Life Insurance: The person whose name appears on line A below (or Co-Buyer, if any, on line B, when Buyer is a corporation).

3. Declaration of Good Health — Applicable Where A Charge Has Been Authorized in 4b Above and Insurance Under John Hancock Group Policy No. 17680-GCI is Proposed: I, the Buyer proposed for life insurance, in order to induce John Hancock to effect such insurance, do hereby declare that to the best of my knowledge and belief I am now in good health. I hereby authorize any physician or hospital to disclose to John Hancock in the event of my death all information concerning my medical history prior to the date of this contract.

Buyer represents that the Property described in this contract is purchased for the following use (check which applies): ☒ personal, family or household ☐ farm ☐ business

If Buyer is a non-resident of Alabama, the address in Alabama where the Property will be kept is _____

THIS CONTRACT DOES NOT PROVIDE AUTOMOBILE BODILY INJURY OR PROPERTY DAMAGE INSURANCE AND IS NOT IN COMPLIANCE WITH THE MOTOR VEHICLE FINANCIAL RESPONSIBILITY LAW OF ANY STATE.

Notice to the Buyer: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of this contract.

Executed in quadruplicate, copy of which was delivered to, and receipt is acknowledged by, Buyer, this 26 day of December, 1967 (Do not date on Sunday)

A: Buyer Signs X Velma Johnson B: Co-Buyer Signs X _____

Seller: Curt Hinote Chrysler Plymouth Title: Sec-Treas

84-291-0532 (12-66) Alabama 1267167 CM# 303214

1. For the purpose of securing payment of the obligation hereunder, Seller reserves title to the property, and shall have a security interest in it, until all amounts due or to become due under this contract are fully paid in cash.

2. Buyer agrees with Seller, its successors and assigns, as follows: (1) to pay the obligation secured by this contract according to its terms; (2) that Buyer is the lawful owner of the property and it is free of all liens, taxes and encumbrances (except as stated in this contract) and that Buyer will keep the property free of all liens, taxes and encumbrances, and any sum of money that may be paid by Seller in release or discharge thereof shall be paid on demand with interest at the highest lawful contract rate as an additional part of Buyer's obligation; (3) to maintain the property in good repair and to exhibit it to Seller on demand; (4) not to use it illegally, improperly or, unless so stated on the face of this contract, for hire; (5) not to remove the property from the state in which delivery is initially made to Buyer and cause or permit the property to remain outside such state for a period of thirty days or more without the consent of Seller, or transfer or otherwise dispose of any interest in this contract or the property; (6) that no transfer, renewal, extension or assignment of this contract, or any interest thereunder, and no loss, damage or destruction of the property, shall release Buyer from his obligation; (7) that time is of the essence of this contract and Seller's remedies hereunder are in addition to any given by law and may be enforced successively or concurrently; (8) that any notices to Buyer shall be sufficiently given if mailed to the address of Buyer set forth in this contract; (9) and warrants that the automobile traded in, if any, is free from any encumbrance, and breach of this warranty shall be a breach of this contract.

3. Buyer hereby agrees to pay to Seller a delinquency charge on each installment in default for 10 days or more in the amount of 5% of such installment or \$5.00, whichever is less, plus such expenses incurred by Seller in effecting collection hereunder as may be allowed by law.

4. If Buyer defaults in any payment, or fails to comply with any of the terms or conditions of this contract, or fails to procure or maintain the vehicle insurance required hereunder, or a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Buyer or his property, or if Seller deems the property in danger of misuse or confiscation, or Seller otherwise reasonably deems the indebtedness or the property insecure, Seller shall have the right, at its election, to declare the unpaid portion of the time balance under this contract to be immediately due and payable, together with any other amount for which Buyer shall have become obligated hereunder. In any such event, Seller, its agents or representatives, may enter the premises where the property may be and take immediate possession of the property including any equipment or accessories, and Seller may take possession of any other items in the property at the time of repossession, and hold them without liability until demanded by Buyer. Waiver by Seller of any default shall not be deemed a waiver of any other default.

5. If repossession is effected through legal process Buyer will have such rights and liabilities as may be accorded under the laws of the state in which such process is brought. If repossession is effected without legal process, and if Buyer has not redeemed the property in accordance with law, Seller may either sell the property at public sale (at which Seller may purchase) or dispose of it by private sale or otherwise in such manner and upon such terms as shall appear to Seller to be reasonable commercially, without demand for performance, and with such notice to Buyer, if any, as may be required by law, with or without having the property at the place of sale or other disposition. If the proceeds of the resale mentioned above are not sufficient to defray the expenses thereof, the actual and reasonable expenses of retaking, reconditioning and of storage of the property, the actual and reasonable cost of the sale, including reasonable attorney's fees to which the Seller may be entitled (15% of the amount due hereunder, or if prohibited, the amount permitted by law), and the net balance due upon the contract plus the amount of any accrued default charges authorized by law, the Seller may recover the deficiency with interest at the highest lawful contract rate from the Buyer or from anyone who has succeeded to the obligations of the Buyer. If the proceeds of the resale mentioned above are sufficient to defray said expenses and to satisfy the balance due thereunder, any balance remaining shall be paid to the Buyer. Such repossession and sale shall not affect Seller's right, hereby confirmed, to retain all payments made prior thereto by Buyer.

6. If Seller assigns this contract, such Assignee, referred to as Assignee for purposes of this paragraph Number 6 only, shall acquire all of Seller's interest in this contract and the property covered thereby. All amounts then owing hereunder shall be paid by Buyer to such Assignee and any payments otherwise made shall be at the risk of Buyer, if not received by Assignee. No warranties, express or implied, and no representations, promises or statements have been made by Seller unless endorsed hereon in writing. No modification of any of the terms and conditions of this contract shall be valid in any event and Buyer expressly waives the right to rely thereon unless made in writing duly executed by the Seller. If the property covered by this contract is a new motor vehicle, Seller hereby confirms its written warranty against defective materials or workmanship, where such warranty has been made by Seller. Buyer agrees to settle directly with Seller on claims, setoffs, counterclaims and other defenses there may be against Seller and that if Seller assigns this contract, Buyer shall not set up any such claims, setoffs, counterclaims and other defenses against the Assignee of Seller.

7. Buyer has the right to satisfy the obligation due under this contract in full at any time before maturity and in so satisfying shall receive a refund credit for such anticipation of payments as is provided by law.

8. Buyer agrees to keep the property insured at Buyer's expense against substantial risk of damage, destruction, or loss for so long as any amount remains unpaid on this contract, with loss payable to the Seller as its interest may appear, and that Buyer will deliver all such insurance policies upon receipt to the holder of this contract. Buyer shall not be relieved of the obligation to procure and maintain vehicle insurance due to the inclusion of same in this contract, but such inclusion only authorizes Seller to attempt to obtain such insurance on Buyer's behalf through an authorized insurance agent. If the Seller fails to procure such insurance, the amount so included in the Time Balance payable hereunder shall be credited to the last maturing installments hereunder in inverse order of maturity, except to the extent applied by Seller toward payment for comparable insurance protecting the interest of Buyer and Seller or Seller only. Upon cancellation or other termination of any vehicle insurance, the refund of premiums received by Seller will be credited or applied in a like manner. Seller may, but shall not be required to, and without prejudice to Seller's rights under this contract if it does not, procure such vehicle insurance protecting: (a) interest of Buyer and Seller or (b) interest of Seller only; if Buyer fails to procure or maintain such vehicle insurance or fails to furnish satisfactory evidence thereof upon request. In such event, Buyer agrees to pay, as an additional part of the obligation hereunder, a charge equal to the amount of the premium for such insurance obtained by Seller upon demand, or in Seller's sole discretion, in equal installments concurrently with the installments of the unpaid balance then remaining payable under this contract together with interest thereon at the highest lawful contract rate. The proceeds from vehicle insurance, by whomever procured, shall be applied toward replacement of the property or payment of the obligation hereunder, in the sole discretion of Seller.

9. Any provision of this contract prohibited by the laws of any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

10. CREDIT INSURANCE ON LIFE OF BUYER.

If a charge for Credit Life Insurance appears in line 4b on the face of this contract, and if the Buyer has designated on the face hereof that such insurance shall be provided under John Hancock Policy No. 17680-GCI, the Buyer shall be insured under that Policy, subject to the Declaration of Good Health on the face of this contract, and in accordance with the terms and conditions of that Policy. The amount of insurance shall be equal to the Buyer's unpaid balance under this contract, but for not more than \$10,000 at any one time under all such contracts. If the Buyer dies while insured under the Policy, the amount of insurance then in force on his life shall be applied toward discharge of the Buyer's indebtedness. No insurance will be payable under the Policy on account of the death of the Buyer resulting from an act of war, whether declared or undeclared, which act occurs while he is in the military forces of any country or organization, but refund shall be made of any unearned premium paid for his insurance. No insurance shall be payable under the Policy in the event of the death of the Buyer, within one year of the date indebted, by suicide while sane or insane, but refund shall be made of any premium paid for his insurance. The charge for Credit Life Insurance is included (1) upon the understanding that the Buyer hereby waives, and releases the Seller or assignee from, all claims to any and all rights, benefits, or advantages as may accrue under such insurance, except the right thereunder to the application of any proceeds of such insurance in payment of the Buyer's obligation under this contract, and (2) on the condition that, if the proposed insurance for any reason does not become effective, the Seller shall forthwith notify the Buyer to that effect, whereupon the balance payable under this contract shall be reduced by the amount of the charge for Credit Life Insurance shown in line 4b, as well as by a rebate of so much of the finance charge, if any, itemized on the face of this contract as is applicable to the amount of said charge for Credit Life Insurance, and the Buyer shall be credited with payment thereof.

Form No. GCI-1(N)-50

ASSIGNMENT

For value received, the undersigned does hereby sell, assign and transfer to Chrysler Credit Corporation, (hereinafter called "Chrysler") his, its or their entire right, title and interest in and to the within contract and the property covered thereby, and authorizes Chrysler to do every act and thing necessary to collect and discharge obligations arising out of or incident to said contract and assignment. In order to induce Chrysler to accept assignment of the contract, undersigned warrants that: the contract is genuine, legally valid and enforceable and arose from the sale of the within-described property; that such property is as represented to Buyer who was quoted both a Time Price and a lesser Cash Sale Price; that the Buyer is not a minor, has capacity to contract and paid the down payment as stated in the contract; that undersigned has no knowledge of any fact that would impair the validity or value of the contract; that title to said property is vested in undersigned free of all liens and encumbrances, undersigned has the right to assign such title, and a certificate of title to the property, showing a lien or encumbrance for the benefit of Chrysler or undersigned, has been or will be applied for forthwith if permitted by law. If there is any breach of any such warranty, without regard to undersigned's knowledge or lack of knowledge with respect thereto or Chrysler's reliance thereon, undersigned hereby agrees unconditionally to purchase said contract from Chrysler, upon demand, for the full amount then unpaid whether said contract shall then be, or not be, in default. In addition, this assignment is subject to the provisions set out below in the paragraph initialed by undersigned. Liability of undersigned arising out of or incident to this assignment shall not be affected by any indulgence, compromise, settlement, extension, or variation, of terms of the within contract effected with or by the discharge or release of the obligation of Buyer or any other person interested, by operation of law or otherwise. Undersigned waives notice of acceptance of this assignment and notices of non-payment and non-performance of the contract.

Initial applicable provision:

- ☒ WITHOUT RECOURSE: The assignment of said contract is and shall be without recourse against the undersigned.
- ☐ FULL RECOURSE: The undersigned unconditionally guarantees payment of the full amount remaining unpaid under said contract, and agrees to purchase said contract from Chrysler, upon demand, for the full amount then unpaid whether said contract shall then be, or not be, in default.
- ☐ FULL REPURCHASE: The undersigned agrees to pay to Chrysler, or order, without recourse, the said contract excepting that if Chrysler shall repossess the motor vehicle described therein and tender delivery of same to the undersigned within 90 days after maturity of the earliest installment of the said contract then unpaid, the undersigned will, upon demand, pay to Chrysler the then unpaid balance of the said contract, regardless of the condition of the said motor vehicle. Should it be necessary for Chrysler, its successors and assigns, to institute legal action to recover possession of the motor vehicle, the undersigned will repurchase such motor vehicle as provided above even though offered to it after the expiration of the 90-day period if the legal action was instituted within 90 days after the maturity of the earliest installment remaining unpaid, and if the motor vehicle is offered to the undersigned within 30 days after the possession thereof by Chrysler, its successors and assigns, is legally indisputable.
- ☐ LIMITED REPURCHASE: The undersigned agrees to pay the within contract to Chrysler, or order, without recourse, except that the undersigned will comply with the terms and obligations of the foregoing Full Repurchase agreement (which are incorporated herein by reference), provided, however, that such obligations of the undersigned shall terminate hereunder upon payment to Chrysler by the purchaser of the first _____ monthly installments within 15 days of their respective due dates.
- ☐ OPTIONAL REPURCHASE: If Chrysler repossesses the motor vehicle described in the within contract, the undersigned shall have the option on demand from Chrysler to pay Chrysler \$ _____ or to buy the said motor vehicle from Chrysler for the then unpaid balance due in its then condition and location.

Seller: **JURINOTE CHRYSLER - PLYMOUTH, INC.** By John C. Hauer Title Sac. Man.
(If Corp. or Partnership)
Date 12-26 1962

CHRYSLER CREDIT CORPORATION,
A Corporation,

Plaintiff,

Vs.

MRS. VELMA V. JOHNSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8566

ANSWER

Comes now the Defendant in above-styled cause, and for Answer to the Complaint heretofore filed in this cause, saith,

1. Not guilty.
2. General issue.


ATTORNEY FOR DEFENDANT

I certify that I have mailed a copy of the foregoing ANSWER to Perloff and Reid, Attorneys At Law, Van Antwerp Building, Mobile, Alabama, 36600, by depositing the same in United States Mail, postage prepaid, at Bay Minette, Alabama, on this 10 day of November, 1969.


ATTORNEY FOR DEFENDANT

FILED

NOV 11 1969

ALICE J. DUCK CLERK
REGISTER

CHRYSLER CREDIT CORPORATION,
A Corporation,

Plaintiff,

Vs.

MRS. VELMA V. JOHNSON,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8566

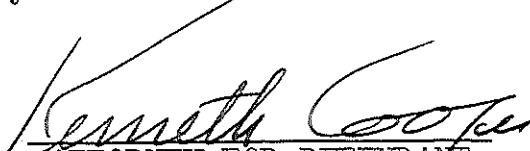
DEMURRER

Comes now the Defendant in the above-styled cause, and demurs to the complaint, and to each and every Count thereof, and assigns as grounds therefor, separately and severally, the following, to-wit:

1. The complaint is vague.
2. The complaint does not state a legal cause of action.
3. The complaint is uncertain.
4. The complaint fails to sufficiently describe the terms of the alleged written contract.
5. The complaint fails to state the date the alleged contract was executed.


ATTORNEY FOR DEFENDANT

Defendant demands a trial by jury in this cause.


ATTORNEY FOR DEFENDANT

I certify that I have mailed a copy of the foregoing DEMURRER to Perloff and Reid, Attorneys At Law, Van Antwerp Building, Mobile, Alabama, 36600, by depositing the same in United States Mail, postage prepaid, at Bay Minette, Alabama, on this the 6 day of March, 1969.


ATTORNEY FOR DEFENDANT

FILED

MAR 6 1969

CHRYSLER CREDIT CORPORATION,
a corporation,
Plaintiff,

vs.

MRS. VELMA V. JOHNSON,

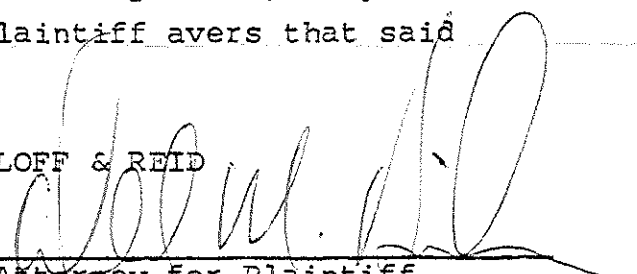
Defendant

(IN THE CIRCUIT COURT OF
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PERLOFF & REID

BY:


Attorney for Plaintiff

Serve the defendant at: Route 1, Bay Minette, Alabama
or her employment at Bay Slacks

FILED

FEB 11 1969

ALICE J. DECK

CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 8566

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonMrs. Velma V. Johnson.....

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.....

Mrs. Velma V. Johnson
....., Defendant.....

Credit
byChrysler Corporation Corporation.....
....., Plaintiff.....

Witness my hand this 11th day of February 1969.

.....Clerk

24/
2-13-69

No. 8566.

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

CHRYSLER CREDIT CORPORATION
A CORP

Plaintiffs

vs.

MRS. VELMA V. JOHNSON

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FEB 11 1969

Clerk

ALICE J. DUCK

CLERK
REGISTER

Perloff & Reid

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

FEB 11 1969

19.....

W. D. Wilkins

Sheriff

I have executed this summons

this

Feb 13 1969

by leaving a copy with

Mrs. Velma V. Johnson

Sheriff claims

0

miles at

Ten Cents per mile Total \$

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins

Sheriff

W. D. Wilkins

Deputy Sheriff