

SUMMONS AND COMPLAINT

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NO. _____

_____ TERM, 1969

TO ANY SHERIFF OF THE STATE OF ALABAMA; GREETINGS:

You are hereby commanded to summon John W. Bell, of Fairhope, Alabama, 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 the said John W. Bell by Ford Motor Credit Company, A Corporation, Plaintiff.

Witness my hand this 23 day of Apr, 1969.

Deputy Clerk CLERK.

FORD MOTOR CREDIT COMPANY,
A Corporation,

Plaintiff,

Vs.

JOHN W. BELL,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8671

COUNT ONE:

Plaintiff claims of the Defendant the sum of, to-wit, One Thousand Two Hundred Sixty-One and 46/100 (\$1,261.46) Dollars damages, for the breach of a written agreement entered into by the Defendant on, to-wit, 16 November, 1963, by which he promised to pay to Bolton Ford of Mobile, Inc., the sum of, to-wit, \$71.38 per month, commencing on, to-wit, 31 December, 1963, and continuing on the same day of each succeeding month until the sum of, to-wit, \$2,569.68 had been paid for the purchase of an automobile; said written instrument provided that in the event of default in said payments, the entire amount would then become due, and the Plaintiff could seize said automobile and sell same at a public or private sale, with or without advertisement, with or without notice to the Defendant, and apply the proceeds of said sale to the remainder due under the said written agreement, and in the event of a deficiency,

the Defendant agreed to pay the amount of the deficiency. Plaintiff avers that said written instrument, together with all rights thereunder, was assigned to it in writing by the said Bolton Ford of Mobile, Inc., before default in said written instrument, for which a valuable consideration was paid.

Plaintiff alleges that Defendant defaulted in said written agreement in that he failed to make the payments provided for therein leaving a balance due of, to-wit, \$2,569.68; that the automobile mentioned therein was seized and sold and the sum of, to-wit, \$1,300.00, was received for the said automobile, which sum the Plaintiff alleges was the reasonable market value of the automobile at the time of the seizure and at the time of the sale, and that after applying the amount received from the sale of said automobile to the balance due under the said written instrument, allowing all just credits, a balance of, to-wit, \$1,261.48 remains due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemptions contained in said written instrument.

Plaintiff claims the additional sum of, to-wit, \$189.22 as a reasonable attorney's fee, avering that \$189.22 is a reasonable attorney's fee as is provided in said written instrument.

Kenneth Gorn
ATTORNEY FOR PLAINTIFF

Defendant may be served at:

Rt. 2
Fairhope, Alabama

FILED

APR 25 1969

ALICE J. DUCK CLERK
REGISTER

VOL 63 PAGE 812

CASE NO. 8671

FORD MOTOR CREDIT COMPANY,
A Corporation,
PLAINTIFF,

VS.

JOHN W. BELL,
DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

ATTORNEY FOR PLAINTIFF,
KENNETH COOPER

FILED

APR 23 1969

ALICE J. DUCK

CLERK
REGISTER

Fairhope RT. 2

928-8343

K. C.

DEFENDANT'S ADDRESS:

Rt. 2
Fairhope, Alabama

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
BY Randall
DEPUTY SHERIFF

Received 23 day of April 1969
in 29 day of April 1969
I served a copy of the within NC
on John W. Bell
By service on _____

TAYLOR WILKINS, Sheriff

By Roy Randall D. 3

*W. S. the jury find for the
Plaintiff in the amount of
\$12,646 + 150.00 attorney fee*
Robert R. Johnson

FORD MOTOR CREDIT COMPANY,
a Corporation,

Plaintiff,

VS.

JOHN W. BELL,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

CASE NO. 8671

DEMURRERS

Comes the Defendant in the above styled cause and offers the following separate and several demurrers to the Plaintiff's Complaint:

ONE:


That said Complaint does not show when the written instrument sued on was assigned to it by the Bolton Ford of Mobile, Incorporated.

TWO:

The Complaint does not show the date the Defendant was alleged to have defaulted in making the payment provided for in said agreement.

THREE:

That said agreement does not show the date the automobile was alleged to be seized, or alleged to be sold.

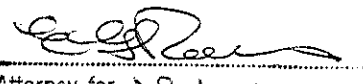

Attorney for Defendant

CERTIFICATE OF SERVICE


This is to certify that I have this day served counsel on the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in an envelope with adequate postage prepaid the envelope and post addressed.

This 29 day of May, 1969.

E. G. RICKAREY


Attorney for Defendant
P. O. Box 471, Fairhope, Ala. 36522

Defendant demands a trial by jury.



ALICE J. DUCK

FILED

MAY 30 1969

ALICE J. DUCK CLERK
REGISTER

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4

A116-327

Pell

NAME OF SUPERVISOR

EMPLOYED THERE UNDER 6 MOS. 6-12 MOS. 13-24 MOS.

Y RANK & SERIAL NO. (3)

NAME AND ADDRESS OF SPOUSE'S EMPLOYER (5)

NAME AND ADDRESS OF LANDLORD OR MORTGAGE HOLDER (6)

PREVIOUS CAR PURCHASED FROM (NAME & ADDRESS)

PREVIOUS CAR FINANCED BY (NAME & ADDRESS) (11)

CAR TO BE REGISTERED IN NAME OF

NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING IN HOUSEHOLD

NAME AND ADDRESS OF SPOUSE'S NEAREST RELATIVE NOT LIVING IN HOUSEHOLD

NAME AND ADDRESS OF BANK REFERENCE (12)

NAME AND ADDRESS OF CREDIT REFERENCE

NAME AND ADDRESS OF PERSONAL REFERENCE

QUESTIONS 1 THROUGH 4 PERTAIN TO THE PAST 3 YRS. FOR ALL OPERATORS OF VEHICLE. EXPLAIN ALL "YES" ANSWERS IN INVESTIGATION SECTION.

1. AUTOMOBILE INSURANCE BEEN CANCELLED OR REFUSED? YES NO

2. DRIVER'S LICENSE BEEN SUSPENDED, REVOKED, REFUSED OR CANCELLED? YES NO

3. INVOLVED IN MORE THAN ONE ACCIDENT? YES NO

4. CONVICTED OF MORE THAN ONE MOVING VIOLATION? YES NO

NAME OF PRINCIPAL OPERATOR

RELATIONSHIP

AGE

SEX

% OF CAR USE

1. COMPLETE THE FOLLOWING IF CUSTOMER IS NOT PRINCIPAL OPERATOR:

SALESMAN'S NAME

DATE

TIME OF CALL-IN

TIME OF APPROVAL

CUSTOMER STATEMENT

AGE 39

1 ☒ WHITE

2 ☐ NEGRO

3 ☐ OTHER

0 ☐ NOT STATED

1 ☐ SINGLE

2 ☒ MARRIED

3 ☐ DIVORCED

0 ☐ NOT STATED

NO. DEP. 1

CHILDREN

AGE

SEX

COUNTY Baldwin

LIVED THERE YEARS MONTHS

NAME AND ADDRESS OF EMPLOYER (1) Ross Const.

OCCUPATION Carpenter

OCCUPATION CODE 04

UNION & LOCAL NUMBER

SALARY PER MO. \$ 600.00

OTHER MONTHLY INCOME & SOURCE (2)

SOCIAL SECURITY NUMBER

EMPLOYED THERE YEARS MONTHS

BUSINESS PHONE

MONTHLY INCOME \$

COMBINED MONTHLY INCOME \$

MONTHLY PAYMENT OR RENT \$

NAMES AND ADDRESSES OF CREDITORS

ITEMS PURCHASED

UNPAID BALANCES

MONTHLY PAYMENTS

PREVIOUS CAR PURCHASED FROM (NAME & ADDRESS)

PREVIOUS CAR FINANCED BY (NAME & ADDRESS) (11)

DATE FINANCED

TOTAL MONTHLY PAYMENTS \$

LICENSE NUMBER

NAME AND ADDRESS OF NEAREST RELATIVE NOT LIVING IN HOUSEHOLD

RELATIONSHIP

NAME AND ADDRESS OF SPOUSE'S NEAREST RELATIVE NOT LIVING IN HOUSEHOLD

RELATIONSHIP

TYPE OF ACCOUNT

1 ☒ CHECKING

2 ☐ SAVINGS

3 ☐ CHECKING AND SAVINGS

4 ☐ NO ACCOUNT

0 ☐ NOT STATED

NAME AND ADDRESS OF CREDIT REFERENCE

NAME AND ADDRESS OF PERSONAL REFERENCE

QUESTIONS 1 THROUGH 4 PERTAIN TO THE PAST 3 YRS. FOR ALL OPERATORS OF VEHICLE. EXPLAIN ALL "YES" ANSWERS IN INVESTIGATION SECTION.

1. AUTOMOBILE INSURANCE BEEN CANCELLED OR REFUSED? YES NO

2. DRIVER'S LICENSE BEEN SUSPENDED, REVOKED, REFUSED OR CANCELLED? YES NO

3. INVOLVED IN MORE THAN ONE ACCIDENT? YES NO

4. CONVICTED OF MORE THAN ONE MOVING VIOLATION? YES NO

NAME OF PRINCIPAL OPERATOR

RELATIONSHIP

AGE

SEX

% OF CAR USE

1. COMPLETE THE FOLLOWING IF CUSTOMER IS NOT PRINCIPAL OPERATOR:

SALESMAN'S NAME

DATE

TIME OF CALL-IN

TIME OF APPROVAL

Ford Motor Credit Company

CREDIT REF. NO.

INVESTIGATION: MC B

Employee.

Contr.

File 3-59

✓ 2-4-62 - Oil

✓ 4-5-62 -

Ing. 5/62 - 430

Zin. 8/60 546.00 + '55 Chev very Sat

Zun 1/61 526.00 468.00 Sat

440-12/61 1000.00 945.00 Sat

Bldg. 10/61 60.00 + Sat

250 6/61 358.00 180.00 Sat

'55 Chev 1/2 ton

Adw. 1/61 98.00 48.00 past due in Sat

120-2/62 300.00 New acct.

prw Sat

750 6/60 300.00 62.50 Sat

Lmb. 7/60 213.00 138.00 Sat

Bk - Sat checking

G. Z. C. 5/14/62 336.00 308.42

Loan Dept. '53 Nash 24 @ 14.00 Sat

+ '62 Econoline

Discount Dept. - 4-11-62 2299.80

162 Econoline Van 30 @ 76.66

Sal 1031.50

Prw. Sat

OK - Julius

CREDIT RISK RATING GUIDE

SEE CREDIT RISK RATING EXHIBIT OF PROCEDURE 208

CUSTOMER CHARACTERISTICS

RATING POINTS

AGE - VERIFIED

. 25 YEARS OR OVER

. UNDER 25 YEARS

0

MARITAL STATUS

MARRIED

SINGLE

DIVORCED

0

RESIDENCE - VERIFIED

. MORE THAN ONE YEAR AT ADDRESS

. ONE YEAR OR LESS AT ADDRESS

0

EMPLOYMENT - VERIFIED

. MORE THAN ONE YEAR ON JOB

. SIX TO TWELVE MONTHS ON JOB

. UNDER SIX MONTHS ON JOB

0

OCCUPATION - VERIFIED

SKILLED

UNSKILLED

0

PAYMENT/INCOME

. 15% OR LESS

. 16% TO 25%

. OVER 25%

0

CREDIT EXPERIENCE - VERIFIED

. REASONABLY PROMPT

. OCCASIONALLY SLOW

. SLOW AND TROUBLE-SOME

0

TOTAL RATING POINTS

0

CREDIT RISK RATING

A, B, OR C PER RATING INDEX (SEE EXHIBIT IN PROCEDURE 208)

A

DEVIATIONS FROM STANDARD PURCHASE POLICY

ADVANCE

TRUE EQUITY

HEAVY PAYMENT

LONG TERM

CREDIT RISK RATING (ENTER ONLY "C" RATING)

DEALER PROTECTION CODE

BRANCH MANAGER'S APPROVAL

APPROVED BY

REJECTED BY

DATE

11-14-62

DISCOUNTED BY

W. Bell
2
 Fairhope, Alabama

Bolton Ford of Mobile, Inc.
201 St Joseph Street
Mobile, Alabama

CIA

Plots 9/2/63

(which means the undersigned buyer or buyers, jointly and severally) hereby purchases from seller on a time price basis subject to the terms and conditions set forth on the face and reverse sides hereof, the following property (hereinafter called "property"), delivery and acceptance of which in good order hereby acknowledged by buyer:

Make	Year Model	New or Used	Body Type	Model or Series	If Truck, Ton Capacity	Manufacturer's Serial Number	Motor Number	Use for Which Purchased
Ford	1964	New	Fairlane	2 Door			4F310159847	

INCLUDING:

☒ Radio ☐ Heater ☐ Automatic Transmission ☐ Power Steering ☐ Power Brakes ☐ Power Seats ☐ Power Windows ☐ Air Conditioning ☐

Notice of Proposed Group Credit Life Insurance

Notice is hereby given that, if a charge for Group Credit Life Insurance is included in the balance payable hereunder (see item 4b opposite), life insurance protection under a Group Credit Life Insurance Policy, issued by Allstate Life Insurance Company, Skokie, Illinois, will be provided on the life of buyer in connection with this Conditional Sale Contract, provided such contract is assigned or otherwise transferred to the group policyholder. In such event, the insurance will become effective from the date buyer's obligation hereunder is incurred. The insurance will, in the absence of default in any payment coming due hereunder, remain in force, subject to the terms of the Group Policy, until discharge of the obligation hereunder. Any insurance proceeds becoming payable as a result of buyer's death will be applied to reduce or extinguish the buyer's obligation hereunder. The amount of insurance will be the amount owing from time to time under the contract, but not to exceed the lesser of the following limits: (1) \$5,000, or (2) \$10,000 less the amount of existing insurance on the date of this transaction with respect to any other obligation for which the buyer is insured under the Group Credit Life Policy. If the insurance becomes effective, a certificate of insurance describing the coverage afforded in greater detail will be furnished to buyer within 30 days. If such insurance does not become effective or if a charge for an amount of insurance in excess of the foregoing limits is made, notice thereof will be sent to buyer and the appropriate portion of such insurance charge together with the finance charge applicable thereto will be promptly credited or refunded to the buyer. In the event such insurance terminates during buyer's lifetime, the portion of the insurance charge applicable to the period subsequent to the date of termination will be refunded or credited to buyer. No refund or credit of insurance charge will be made if the amount thereof is less than \$1.00. The insurance charge refund formula is on file with the state officials having supervision of the proposed insurance hereunder and a copy thereof is on file with the group policyholder. In the event the contract is executed by more than one person as buyers, the person upon whose life credit life insurance, if any, will be procured is the first of the buyers signing below.

REPOSSESSED
 AMOUNT OF \$100

Buyer having been quoted both a Time Price [Item (8) opposite] and a lesser Cash Price [Item (1) opposite] has elected to purchase the property for the Time Price.

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing and understands and agrees that the provisions printed on the reverse side hereof are a part of this contract and are incorporated herein by reference.

BUYER SIGNS John W. Bell
 (Person to be insured under above designation, if applicable)
 CO-BUYER SIGNS _____

(1) Cash Price (including all equipment, accessories, extras and taxes, if any) \$ 2357.25 (1)

(2) Down Payment Consisting of: \$ None
 Description of Trade-in: (Cash)

1962 Ford E14SH278365

(Year and Make) (Serial Number)

\$ 1328.50 \$ 1007.44 \$ 321.06

(Gross Allowance)

(Owing)

(Net Trade-in)

Total Down Payment \$ 321.06 (2)

(3) Unpaid Balance of Cash Price [Difference between Items (1) and (2)] \$ 2036.19 (3)

(4) Insurance - Buyer requests and authorizes the insurance coverages for which an amount is included below (Include only if buyer has so authorized):

(a) Vehicle Insurance coverages checked below for a term of _____ months from the date hereof covering accidental physical damage to the property based on actual cash value at the time of loss not to exceed policy limits, payable to buyer or seller as interests may appear and Towing and Labor Costs, if checked below, not to exceed \$10 for any one occasion.

☐ Comprehensive ☐ Fire-Theft and Combined
☐ Deductible ☐ Additional Coverage } \$ _____
☐ \$ _____ Collision ☐ Towing and Labor Costs }

(b) ☐ Group Credit Life Insurance on Buyer's Life

(See Notice of Proposed Group Credit Life Insurance \$ _____ opposite) Piedmont Southern

☒ Other Life Insurance \$ 77.09

Total Amount Included for Insurance \$ 77.09 (4)

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

(5) Principal Balance [Add items (3) and (4)] \$ 2113.28 (5)

(6) Finance Charge \$ 456.40 (6)

(7) Time Balance [Add items (5) and (6)] which buyer agrees to pay at \$ 2569.68 (7)

seller's office designated above or at such office of any holder of this contract as may hereafter be designated in 36 instalments of \$ 71.38 each, and one final instalment of \$ _____ commencing 12/31/63 and on the same day of each successive month thereafter.

(8) Time Price [Add items (2) and (7)] \$ 2890.74 (8)

SELLER Bolton Ford of Mobile, Inc.

By C. L. Springfield (Title) Credit Mgr.

PERSONAL GUARANTY In consideration of seller's entering into the hereinabove contract, the undersigned does hereby guaranty to seller, or assignee of said contract, payment of all deferred payments as specified therein and covenants in default of payment of any instalment or performance of any requirement thereof by buyer to pay full amount remaining unpaid upon demand. The liability of the undersigned shall not be affected by any settlement, extensions, 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. Notice of acceptance of this guaranty, notices of nonpayment and nonperformance, notices of amount of indebtedness outstanding at any time, protests, demands, and prosecution of collection, foreclosure and possessory remedies, and the right to remove any legal action from the court originally acquiring jurisdiction, are hereby expressly waived.

(Guarantor) _____ (Address) _____

(Guarantor) _____ (Address) _____

SIGN IN INK

1. In order to secure payment of the buyer's obligation, seller reserves title, and shall have a security interest in the property until the amount due hereunder is fully paid in cash. 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. In the event of the transfer and assignment of seller's rights hereunder, the word "seller" shall be understood to mean any subsequent holder of this contract under such transfer and assignment, except as otherwise may be particularly stated herein. Buyer shall keep the property free of all taxes, liens and encumbrances. Buyer shall not use the property illegally, improperly or for hire (unless so stated on the face of this contract) and shall not, without express permission of seller, remove the property from the state of his residence or transfer or otherwise dispose of any interest in this contract or the property.

2. 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. In the event that any instalment shall not have been paid within 10 days after the date on which it becomes due and payable, seller may collect, and buyer hereby agrees to pay, a charge in an amount not in excess of 5 % of each such unpaid instalment, or \$5.00, whichever is less, together with seller's actual and bona fide out-of-pocket collection expenses. Buyer agrees, in the event this contract is placed in the hands of an attorney, not a salaried employee of the holder of the contract, for collection, to pay reasonable attorney's fees (15 % of amount due hereunder, or if prohibited, the amount permitted by law).

3. In the event buyer defaults in any payment, or fails to procure or maintain the vehicle insurance required hereunder, or fails to comply with any of the provisions hereof, or a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the buyer or his property, or seller deems the property in danger of misuse or confiscation, or seller otherwise reasonably deems the indebtedness or the property hereunder insecure, seller shall have the right, at its election to declare the unpaid portion of the Time Balance, together with any other amount for which buyer shall have become obligated hereunder, to be immediately due and payable. Further in any such event, seller, its agents or representatives, may take immediate possession of the property, including any equipment or accessories, and for this purpose seller, its agents or representatives may enter upon the premises where the property may be and remove same, and seller may take possession of any other items in the property at the time of repossession, wherever such other items may be therein, and hold same temporarily for buyer without liability on the part of seller. Such repossession shall not effect seller's right, hereby confirmed, to retain all payments made prior thereto by buyer.

In the event of repossession of the property, seller may either sell same at public sale (at which seller may purchase) or dispose of same 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. The proceeds of any such sale or disposition of the property shall be applied (1) to the actual and reasonable expenses of the sale or other disposition, (2) to the actual and reasonable expenses of retaking, reconditioning and of storage of the property including reasonable attorney's fees to which seller may be entitled, and (3) to the satisfaction of the unpaid balance due hereunder. Any balance remaining shall be paid to the buyer. If the proceeds of such resale are not sufficient to defray said expenses

and to satisfy the balance due hereunder, buyer shall pay, and seller shall have the right to satisfy the deficiency with interest at the highest lawful contract rate, as provided in the contract, for the breach of this contract.

4. For purposes of provision numbered 4, the word "seller" shall include any assignee of such seller. In the event that seller assigns this contract, seller shall not be assignee's agent for transmission of payments to or for any other purpose. No warranties, express or implied, and no representations or statements have been made by seller, unless, endorsed in writing, except that if the property covered by this contract is a vehicle, seller hereby confirms its written warranty against defects or workmanship, where such a warranty has been made by seller. Buyer understands and agrees that he will settle directly with seller all claims, setoffs, counterclaims and other defenses there may be against seller, and that in the event that seller assigns this contract, buyer shall not set up any such claims, setoffs, counterclaims and other defenses against seller's assignee.

5. Buyer shall procure and maintain, at his own expense for so long as an amount remains unpaid hereunder, vehicle insurance protecting the interests of buyer and seller against loss, destruction or damage to the property, in such forms and amounts as seller may require. Inclusion of a charge for vehicle insurance in the balance payable hereunder shall not relieve buyer of the obligation to procure and maintain vehicle insurance, but such inclusion only authorizes seller to attempt to obtain such insurance on buyer's behalf through an authorized insurance agent. If seller fails for any reason to procure such insurance, the amount so included in the time balance payable hereunder shall be credited to buyer in accordance with law. Any refund of premiums upon the cancellation or other termination of any vehicle insurance, which is hereby assigned to seller, received by seller shall be credited or applied in a like manner.

If buyer fails to procure or maintain vehicle insurance or fails to furnish satisfactory evidence thereof upon request, 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 either: (a) interests of buyer and seller or (b) interest of seller only. 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 instalments concurrently with the instalments of the unpaid balance then remaining payable together with interest thereon at the highest lawful contract rate. The proceeds from vehicle insurance, by whomsoever procured, shall be applied toward replacement of the property or payment of the obligation hereunder, in the sole discretion of seller.

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

7. Seller's acceptance of any instalment or payment after it or the entire balance may have become due and payable hereunder or the waiver by seller of any other default hereunder shall not be deemed to alter or affect buyer's obligation and/or seller's rights with respect to any subsequent payments or default. Any provision of this contract prohibited by the law of any state shall as to such state be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract. No modification of any of the terms or conditions hereof shall be valid in any event, and buyer expressly waives the right to rely thereon, unless made in writing duly executed by seller.

ASSIGNMENT

For value received, undersigned does hereby sell, assign and transfer to Ford Motor Credit Company (hereinafter called FMCC) his, its or their entire right, title and interest in and to the within contract and the property covered thereby, and authorizes FMCC 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 FMCC to accept assignment of the contract, undersigned warrants that: the contract and personal guaranty by third party, if any, are 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 Price; that the buyer is not a minor, has capacity to contract and paid the down payment as stated in the contract; that statements made by the buyer on the Customer Statement form attached hereto are true to the best of the undersigned's knowledge and belief, and 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 FMCC 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 FMCC's reliance thereon, undersigned hereby agrees unconditionally to purchase said contract from FMCC, upon demand, for the full amount then unpaid whether said contract shall then be, or not be, in default. In addition thereto, 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

"WITHOUT RECOURSE" The assignment of said contract is and shall be without recourse against undersigned, except as otherwise provided by the terms of the Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted.

Initial

"REPURCHASE" Undersigned guarantees payment of the full amount remaining unpaid under said contract, and covenants if default be made in payment of any instalment thereunder to pay the full amount then unpaid to Ford Motor Credit Company, upon demand, except as otherwise provided by the terms of the Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted.

Initial

"PARTIAL REPURCHASE" Undersigned guarantees payment of the full amount remaining unpaid under said contract, and covenants if default be made in payment of any instalments thereunder to pay the full amount then unpaid to Ford Motor Credit Company, upon demand, except as otherwise provided by the terms of the Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted, or at the undersigned's election to pay to Ford Motor Credit Company, upon demand, the sum of \$ provided by the terms of the Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted.

Initial

"LIMITED REPURCHASE" Undersigned guarantees payment of the full amount remaining unpaid under said contract, and covenants if default be made in payment of any instalment thereunder to pay the full amount then unpaid to Ford Motor Credit Company, upon demand, except as otherwise provided by the terms of the Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted provided, that if the buyer satisfactorily pays each of the first instalments coming due under the within contract, this assignment shall thereafter be without recourse against undersigned, except as otherwise provided by the terms of Ford Motor Credit Company Retail Plan in effect at the time this assignment is accepted.

Initial

"FULL GUARANTY" Notwithstanding the terms of the Ford Motor Credit Company Retail Plan, the undersigned unconditionally guarantees payment of the full amount remaining unpaid under said contract, and agrees to purchase said contract from Ford Motor Credit Company, upon demand, for the full amount then unpaid whether said contract shall then be, or not be, in default.

Seller Signs

Baltan Ford

By

C. L. Springfield

(If Corp. or Partnership)

Credit Mar.

(Title)