

STATE OF ALABAMA)
COUNTY OF BALDWIN)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON JASPER G. QUINLEY TO APPEAR AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY DAYS FROM THE SERVICE OF THIS WRIT IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, TO BE HELD AT THE PLACE OF HOLDING THE SAME, THEN AND THERE TO ANSWER TO THE COMPLAINT OF BILL STEBER CHEVROLET, INC., A CORPORATION, AGAINST JASPER G. QUINLEY.

WITNESS MY HAND THIS THE 20 DAY OF Dec, 1969.

Alice J. Luck
CLERK OF CIRCUIT COURT

BILL STEBER CHEVROLET, INC., AS
ASSIGNEE OF GENERAL MOTORS
ACCEPTANCE CORPORATION, A
CORPORATION,

PLAINTIFF

VS

JASPER G. QUINLEY, AND ORA D.
RUSSELL, INDIVIDUALLY, AND
JOINTLY,

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO: 9056

THE PLAINTIFF CLAIMS OF THE DEFENDANTS, INDIVIDUALLY AND JOINTLY, THE SUM OF ONE THOUSAND ONE HUNDRED EIGHTY-SIX AND 23/100 (\$1,186.23) DOLLARS BALANCE DUE, AFTER ALL PROPER CREDITS, ON A CONDITIONAL SALES CONTRACT WITH PROMISSORY PAYMENT AGREEMENT MADE BY THE DEFENDANTS ON, TO-WIT, MARCH 27, 1969 FOR THE PURCHASE OF ONE (1) 1967 CHEVROLET CHEVELLE AND PAYABLE AS FOLLOWS: A FIRST PAYMENT OF EIGHTY-TWO AND 87/100 (\$82.87) DOLLARS DUE ON MAY 6, 1969 AND A LIKE PAYMENT DUE ON EACH SUCCESSIVE MONTH THEREAFTER.

SAID CONDITIONAL SALES CONTRACT AND NOTE WAS ASSIGNED BY GENERAL MOTORS ACCEPTANCE CORPORATION TO THE PLAINTIFF ON NOVEMBER 5, 1969. THE PLAINTIFF AVERS THAT THE DEFENDANTS DEFAULTED IN THE PAYMENTS AND UNDER THE PROVISIONS OF THE CONDITIONAL SALES CONTRACT AND NOTE, THE ENTIRE BALANCE BECAME DUE AND PAYABLE.

THE PLAINTIFF AVERS THAT THE DEFENDANTS AGREED BY THE TERMS OF SAID CONDITIONAL SALES CONTRACT AND NOTE TO PAY ALL EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN COLLECTION OF SAME AND THE PLAINTIFF CLAIMS A REASONABLE ATTORNEY'S FEE IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN (\$177.00) DOLLARS.

A COPY OF THE AFORESAID CONDITIONAL SALES CONTRACT AND PROMISSORY AGREEMENT IS ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH FULLY SET OUT HEREIN.

BAILEY & TAYLOR,

BY:

ERNEST M. BAILEY,
ATTORNEY FOR THE PLAINTIFF

FILED

DEC 30 1969

ALICE J. DUCK CLERK
REGISTER

BILL STEBER CHEVROLET, INC., AS
ASSIGNEE OF GENERAL MOTORS
ACCEPTANCE CORPORATION, A CORPORATION,
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PLAINTIFF

VS

JASPER G. QUINLEY, AND ORA D.
RUSSELL, INDIVIDUALLY, AND
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IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA, AT LAW

CASE NO: 9056

ceived 30 day of Dec 1923
on 16 day of JAN. 1924

ved a copy of the within A.C.C.
X Jasper G. Quinley
X Ora D. Russell

service on _____

TAYLOR WILKINS, Sheriff
By [Signature] D. S.

in Fihope, Ala

Sheriff claims 140 miles at
Ten Cents per mile Total \$ 14.00
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF

undersigned seller hereby sells, and the undersigned buyer or buyers, jointly and severally, hereby purchase(s), subject to the terms and conditions set forth below and upon the reverse hereof, the following property, delivery and acceptance of which in good order are hereby acknowledged by buyer, viz.:

New or Used	Year Model	No. Cyl.	Make Trade Name	Body Type If Truck, Give GVW	Model Number or Series	Manufacturer's Serial No.	Motor No.
Used	1967	8	Chevrolet	Spt Cpe Chevelle 396	13817	138177A109134	
Optional Equipment or Accessories (Check, if included on car)							
☐ Radio	☐ Automatic Trans.	☒ Power Steering	☐ Power Windows	☐ High Performance Engine—Cu. In. Disp. <u>396</u> H. P.			
☐ Tinted Glass	☒ Speed Trans.	☐ Power Brakes	☐ Power Seats	☐ Air Conditioning			
If truck—Describe bodies and major items of equipment sold—							

End of FINANCIAL STATEMENT summarized as follows:

1. CASH SALE DELIVERED PRICE (including accessories or extras, if any) \$ 2225.00 (1)
2. TOTAL DOWN PAYMENT under instalment sale—Consisting of \$ 195.00 plus \$ 200.00 \$ 395.00 (2)
3. DIFFERENCE BETWEEN ITEMS 1 AND 2 (Net Trade-In) (Cash) \$ 1830.00 (3)
- *4a. COST OF REQUIRED PHYSICAL DAMAGE INSURANCE (include this item, if buyer has authorized seller to apply for the insurance) \$ 212.00 (4a)
- **4b. CHARGE FOR CREDITOR INSURANCE ON LIFE OF BUYER (include this item, if buyer has authorized seller to apply for the insurance) \$ 62.16 (4b)
- 4c. \$ (4c)
5. OTHER CHARGES, if any—Describe Filing Fee & Taxes \$7.00 Inv. \$5.00 \$ 12.00 (5)
6. PRINCIPAL BALANCE (Add items 3, 4a, 4b, 4c and 5) \$ 2116.16 (6)
7. FINANCE CHARGE \$ 369.94 (7)
8. TIME (DEFERRED) BALANCE (Add items 6 and 7) \$ 2486.10 (8)
9. TOTAL TIME PRICE (Add items 2 and 8) \$ 2881.10 (9)

The Time Balance is payable at the seller's office designated below or at such office of any assignee as may be hereafter designated in 30 instalments of \$ 82.87 each, commencing May 6, 1969, and on the same day of each successive month thereafter, or as indicated in space below. The final instalment shall equal the amount of time balance remaining due.

Covering Accidental Physical Damage to the car as outlined below (check which applies) for a term of <u>12</u> months, and { including optional coverage for Towing and Labor Costs. <u>excluded</u>	
☒ Comprehensive Coverage	{ including \$ <u>100.00</u> Deductible Collision. <u>excluded</u>
☐ \$50 Deductible Comprehensive Coverage	
☒ Fire-Theft and Additional Coverage	
Insurance shall be based upon actual 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.	
THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.	
According to terms and conditions set forth in policy or certificate of Insurance issued by the insurer as checked below, including Paragraph 9 "Creditor Insurance On Life Of Buyer" on the reverse side hereof.	
Buyer Proposed For Life Insurance: The person whose name appears on line A below (co-buyer, if any, on line B; when buyer is a corporation or partnership).	
☐ The Prudential Insurance Company of America, Newark, New Jersey, under its Group Policy No. GL-360. The Insurance under said group policy does not cover (i) the Buyer Proposed for Life Insurance if age 65 or more on the date of this contract or (ii) suicide within one year therefrom. Under said group policy, the maximum amount of insurance for this contract is \$10,000 and the maximum aggregate amount of insurance for this and any other instalment contract of the buyer is \$15,000.	<u>X Old Security Life Ins. Co.</u> (If Other Policy, Name Insured) <u>Kansas City, Missouri</u> (Home Office Address) Under policy of above designated insurer, maximum amount of insurance under this contract is \$ <u>2486.10</u> and maximum aggregate amount of insurance under this and any other instalment contract of the buyer is \$ <u>2486.10</u>
BUYER'S AGE STATEMENT AND HEALTH DECLARATION (Applicable Where a Charge Has Been Authorized in 4b Above and Insurance Under Prudential Group Policy GL-360 Is Proposed).	
Age last birthday of Buyer Proposed for Life Insurance? ☐ Under 65	
I, the Buyer Proposed for Life Insurance, understand that the insurance is only available to a buyer who makes the following declarations to induce Prudential to effect such insurance: I do hereby declare that within the past three months (1) I have not consulted or been under the care of a doctor or other practitioner for cancer, and (2) I have not been confined in a hospital or other institution because of any condition of the heart, brain, liver, kidneys or lungs. I hereby authorize any physician or hospital to disclose to Prudential all information concerning my medical history prior to the date of this contract.	
(Signature of Buyer Proposed for Life Insurance)	

Buyer represents that the purchase of said property hereunder is PRIMARILY for personal, family or household ☒ farm ☐ business ☐ use (check which applies). If buyer is a resident of Alabama, address in this state where goods will be kept is _____

Executed in quadruplicate, copy of which was delivered to, and receipt is acknowledged by, buyer, this 27 day of March, 1969
(Do not date on Sunday)

A Buyer Signs	<u>Jasper G. Quinley</u>	<u>208 Fairhope Avenue</u>	<u>Fairhope, Alabama</u>	<u>36532</u>
		(Street)	(Town)	(State) (Postal ZIP code)
B Co-Buyer Signs				
		(Street)	(Town)	(State) (Postal ZIP code)
Seller Signs	<u>Bill Steber Chevrolet, Inc.</u>	<u>60 N. Section Street</u>	<u>Fairhope, Alabama</u>	<u>36532</u>
		(Street)	(Town)	(State) (Postal ZIP code)
By	(If Corp. or Partnership)	(Title)	(Witness)	(Witness)

2. No transfer, renewal, extension or assignment of this contract or any interest hereunder, and no loss, damage or destruction of said property, shall release buyer from his obligation hereunder. In the event of the transfer and assignment of seller's rights hereunder, the word "seller" shall be understood as referring to the subsequent holder of this contract in the transfer and assignment, except as may be otherwise particularly stated herein. Buyer shall keep said property free of all taxes, liens and encumbrances, and any sum of money that may be paid by seller in release or discharge thereof shall be paid on demand as an additional part of the obligation secured hereunder. Buyer shall not remove said property, wholly or in part, for hire, and shall not, without express permission of seller, remove said property from the state or transfer or otherwise dispose of any interest in this contract or said property.

3. (a) In the event either (1) that the time price payable hereunder includes a charge for the required physical damage insurance, to be procured either by seller or by buyer, the period less than the full term of this contract, or (2) that said time price does not include a charge for required physical damage insurance, buyer shall furnish satisfactory evidence that said property continues to be effectively and adequately covered by such insurance at all times during the term of this contract.

Upon failure of the buyer to do so for any reason, seller may, but without prejudice to seller's rights under this contract if it does not, endeavor to procure such insurance, and in the event that seller does procure same, buyer agrees to pay, as an additional part of the obligation secured hereunder, a charge equal to the amount of the premium, such charge to be rather with interest thereon at the highest lawful contract rate, in equal installments concurrently with the installments of the unpaid balance thereof payable hereunder.

(b) Proceeds of the aforesaid required physical damage insurance, by whomsoever procured, shall be applied toward replacement of the property or payment of the claim in the opinion of the seller.

(c) In the event that a charge for the required physical damage insurance protecting all interest hereunder is an item hereinabove included in the obligation payable such a contract or a charge for such insurance becomes included therein at any time hereafter under subparagraph (a) hereof, and in the further event that (1) the insurance company to which the said charge is applied therefor refuses to issue such insurance, or (2) subsequent to issuance thereof and during the term of this contract such insurance is cancelled, then the said charge shall pay after an amount equal to the aforesaid insurance charge in the case of (1) above, or in the case of (2) above an amount equal to the unearned portion of the premium for such insurance upon seller's receipt thereof from the insurer pursuant to authorization hereby given therefor, as a credit in reduction of that portion of the unpaid balance which is applied in payment of any or none of the installments payable on the latest due dates (including the final due date) hereunder as equals the amount hereof, provided to be applied, if being so tested and found to be in the order of applying said amount to said installments shall be inverse to the order in which they are payable hereunder and that, in the further event that the seller procures insurance covering solely the interest of seller hereunder pursuant to the provisions next herein set forth in subparagraph (d), the amount to be credited and applied in the aforesaid event shall be reduced by an amount equal to the cost of such insurance covering solely the interest of the seller hereunder.

(d) In the event that (1) at the time of execution of this contract the seller is authorized to apply for the aforesaid required physical damage insurance protecting all interest hereunder and the insurance company to which the seller applies therefor refuses to issue same, or (2) the buyer fails for any reason to furnish satisfactory evidence of such insurance as required by subparagraph (a) hereof and the seller either is unable to procure such insurance or elects not to endeavor to procure same, or (3) such insurance is procured by the seller and is cancelled, then the interest of the seller hereunder, at the buyer's expense for the cost thereof, in which event an amount equal to the cost of said insurance covering solely the seller's interest shall be paid by the buyer either by means of a reduction, to the extent of such cost, in the amount to be credited and applied pursuant to the provisions of the preceding subparagraph, or if such provisions are then applicable, or on demand, together with interest on said amount at the highest lawful contract rate, as an additional part of the obligation secured hereunder. If either of the above shall more specifically appear in a notice by the seller to the buyer.

4. Time is of the essence of this contract. In the event that any installment shall not have been paid within ten (10) days after the date on which it becomes due and payable hereunder, the seller may collect, and the buyer hereby agrees to pay, a charge in an amount equal to five per cent (5%) of each such unpaid installment, but such charge shall neither be less than one dollar nor exceed five dollars in any event. The buyer agrees, in the event this contract is placed in the hands of an attorney for collection, to pay fifteen per cent (15%) of the amount due and payable as attorneys' fees.

5. In the event that the seller, at the buyer's request, agrees to extend the time for payment of any installment, the buyer agrees that the charge for such extension shall be at the highest lawful contract rate of interest.

6. In the event buyer defaults in any payment due hereunder, or fails to comply with any of the terms or conditions hereof, or a proceeding in bankruptcy, receivership or insolvency is instituted against the buyer or his property, or the seller has reasonable cause to believe that the property is in danger of seizure or confiscation or in the event either that the buyer fails for any reason to comply with paragraph 3 (a) above or that said required physical damage insurance (whether procured by the seller or by the buyer) is cancelled by the insurer pursuant to the provisions thereof, the seller shall have the right, at his or its election, to declare the unpaid balance, together with any other amount for which the buyer shall have become obligated hereunder, to be immediately due and payable. Further in any such event, seller or any sheriff or other officer of the law may take immediate possession of said property without demand, and without process including any equipment or accessories thereto, and for this purpose seller may enter upon the premises where said property may be and remove same. Seller may, and without liability on the part of seller, buyer to be liable for any charges for storing such property incurred by seller. Such repossession shall not affect seller's right, hereby confirmed, to retain all payments made prior thereto by the buyer hereunder.

In the event of repossession of said property the seller shall have the rights and remedies provided and permitted by law including the right to apply the proceeds of disposition of the reasonable expenses of retaking, holding, preparing for sale, selling and the like, reasonable attorneys' fees, legal expenses incurred and satisfaction of indebtedness. Any surplus shall be paid to the buyer or as otherwise required by law. The buyer shall be liable for any deficiency.

The requirement of reasonable notification of the time and place of any public or private sale or other intended disposition shall be met if notice thereof is mailed, postage prepaid, to the buyer and any other person entitled thereto ten (10) days prior to such sale or other disposition of the property.

7. The seller's acceptance of any installment or payment after it or the full amount may have become due and payable hereunder shall not be deemed to alter or affect the buyer's obligations or the seller's rights hereunder with respect to any subsequent payment or default therein.

8. It is mutually understood and agreed that: (a) there is no implied warranty of merchantability, no implied warranty of fitness for a particular purpose and no implied warranty which extends beyond the description of said property on the face hereof; (b) except where the undersigned seller is also the manufacturer of said property and, as such manufacturer, issued to buyer or to a prior buyer of said property said manufacturer's separate written new product warranty in respect thereof and said warranty is in effect at the date hereof, there are no express warranties and no representations, promises or statements have been made by said seller in respect of said property unless endorsed hereon or incorporated herein by reference hereon; but said seller's obligations under any express warranty made and evidenced as aforesaid shall continue in accordance with the terms thereof and regardless of whether said seller shall have transferred and assigned to another with seller's rights hereunder; and (c) buyer will not assert against any subsequent holder as assignee of this contract any claim or defense which the buyer may have against the undersigned seller or his assignee or other seller of said property or any component, accessory or part thereof.

9. CREDITOR INSURANCE ON LIFE OF BUYER—If a charge for Creditor Insurance on the life of the buyer is included in item 4b on the face of this contract:

(a) The buyer acknowledges that said charge is included therein pursuant to his authorization, hereby confirmed, that such insurance be procured, by and in the name of the seller or of the assignee of this contract, from the insurer designated in said item 4b, against the contingency of the buyer's death occurring while the insurance is in force during the term thereof referred to in paragraph (b) below, such insurance to be for an amount equal to, and the proceeds thereof to be payable to, and applied by the seller or assignee in payment of, so much of the unpaid balance of the obligation hereunder as does not exceed the amount set forth in said item 4b. A maximum amount of insurance under this contract, provided, however, that in the event the buyer has prior hereto incurred installment obligations under similar contract or other contracts containing a charge for insurance authorized to be procured on his life from the same insurer as is designated on the face hereof, the aggregate amount of insurance to the benefits of which the buyer may become entitled under such several contracts, including this one, shall be limited to the amount designated on the face hereof as the maximum aggregate amount of insurance payable by the said insurer under such several contracts, not withstanding that the aggregate of the buyer's death the aggregate of the unpaid balance of the obligation under each of such several contracts or the aggregate of the aforesaid maximum amount of insurance under such thereof, whichever is the lesser, exceeds the aforesaid maximum aggregate amount of insurance under such several contracts, all in accordance with the terms and conditions set forth in the policy or certificate of insurance issued by the aforesaid insurer.

(b) If the insurance becomes effective, the term thereof shall commence on the date of this contract and will (in absence of default on installment payments) continue until the date on which the unpaid balance of the obligation hereunder is or becomes paid in full, unless the insurance is terminated earlier in accordance with the terms and conditions set forth in the policy or certificate issued by the aforesaid insurer.

(c) In the event and on the condition that (1) the buyer shall have incurred installment obligations under several contracts, including this one, containing a charge for insurance procured on his life from the same insurer as is designated on the face hereof, (2) the aggregate of the installment obligations under such several contracts exceeds the amount designated on the face hereof as the maximum aggregate amount of insurance payable by the said insurer, (3) the installment obligation under each of such several contracts is or has become payable to the same seller thereunder or to the same assignee thereof, and (4) during the lifetime of the buyer (or the aforesaid seller or assignee, as the case may be, is notified in writing to the foregoing effect, then, at such time as the aggregate of so much of the charge contained in each of the several contracts as is included in the installments theretofore paid thereunder equals the charge, at the same rate, for said maximum aggregate amount of insurance, the balance then payable under one of such several contracts shall be reduced by the aggregate of so much of the charge as is included in the installments theretofore payable under each of such several contracts, as well as by the aggregate of so much of the Finance Charge itemized on the face of each of such contracts as is applicable to so much of the charge as is included in the installments thereafter payable under each of such several contracts, and the buyer shall be creditable with payment thereof.

In the event that the buyer dies while insurance is in force in the circumstances provided in subdivisions (1) and (3) in the preceding subparagraph, but prior to the time for the credit therein provided to be made, and the aforesaid maximum aggregate amount of insurance under such several contracts is less than the aggregate of the amount of insurance which would otherwise have been applied to payment of the buyer's obligation under each of such several contracts, then the legal representative of the buyer shall be entitled to a rebate of the aggregate of the amount of the charge for such insurance included in each of such several contracts, to the extent that such aggregate exceeds the charge, at the same rate, for an amount of insurance equal to said maximum aggregate amount of insurance.

(d) The inclusion of the charge for the aforesaid insurance is (1) upon the understanding that the buyer hereby waives, and releases the seller or assignee from, all claims to any and all such rights, benefits or advantages as may accrue under such insurance, excepting the right thereunder to the application of any proceeds of such insurance in payment of the obligation under this contract, and (2) on the condition that, if the seller is unable for any reason to procure such insurance from the aforesaid insurer, the seller shall forthwith notify the buyer to that effect, whereupon the balance payable hereunder shall be reduced by the amount of the charge included as aforesaid, as well as by a rebate of so much of the Finance Charge itemized on the face of this contract as is applicable to the amount of said charge, and the buyer shall be creditable with payment thereof.

10. Any provision of this contract prohibited by 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.

11. No modification of any of the terms or conditions hereof shall be valid in any event, and the buyer expressly waives the right to rely thereon, unless made in writing and executed by the seller.