

ASSOCIATES FINANCIAL SERVICES
COMPANY, INC.

Plaintiff,

-VS-

JOSEPH NEWELL

Defendant

CIRCUIT COURT
IN THE ~~COUNTY OF~~
~~CENTRAL DISTRICT~~ OF
BALDWIN
~~MOBILE~~ COUNTY, ALABAMA

CASE NUMBER: 9416

The Plaintiff claims of the Defendant NINE HUNDRED
SIXTY ONE DOLLARS AND EIGHTY FIVE CENTS (\$961.85)

DOLLARS, due from him by account, which sum of money,
together with interest thereon, is still due and unpaid.

An itemized statement of the account sued on,
verified by the affidavit of a competent witness is attached
hereto as Exhibit "A" and made a part hereof.

ENGEL AND SMITH,
Attorneys for Plaintiff

BY: Desmond B. Talley
MEMBER APPEARING

DEFENDANT MAY BE SERVED AT:

MR. JOSEPH NEWELL
BOX 1085
FOLEY, ALABAMA

FILED

AUG 3 1970

ALICE J. DUCK
CLERK
REGISTER

Joseph M. Newell
Box 1085
Foley, Alabama

5735,224-7 Panama City
Repossessed 3-11-69

30

STATE OF Alabama

COUNTY OF Baldwin

ITEMIZED ACCOUNT AND AFFIDAVIT

ACCOUNT OF Joseph M. Newell

3849.48

1. Time Balance: Insurance Add on 560.64

4410.12

2. Installments Paid -

Date	Amt.	Date	Amt.	Date	Amt.	Date	Amt.
5-17-67	106.93	3-11-68	250.00				
6-23-67	106.93	5-6-68	124.36				
8-7-67	106.93	6-28-68	124.54				
8-24-67	106.93	8-19-68	124.36				
9-25-67	106.93	11-11-68	124.45				
10-12-67	141.04	12-5-68	124.45				
11-15-67	124.36	1-30-69	124.45				
12-27-67	135.00						
1-17-68	123.99						

Total Amount Paid:

2045.65

3. Unpaid Time Balance (Item 1 minus Item 2):

2364.47

4. Expense of Repossession and Sale -

(a) Repairs:

(b) Other (Specify):

\$3.00

Total Expenses:

2367.47

5. Total Debit (Item 3 plus Item 4):

6. Credits -

(a) Proceeds of Sale:

1300.00

(b) Refunded Ins. Prem.

105.62

(c) Other (Specify):

1405.62

Total Credits:

961.85

7. Sum Sued For (Item 5 minus Item 6):

Before me personally appeared M.E. Care
who, being duly sworn, says that he is Recovery Clerk,
of the Jacksonville, Florida office of Associates Discount
Corporation, and as such he has personal knowledge of the fore-
going Account; that it is true and correct; and that no part of
the sum sued for has been paid by discount or otherwise.

M.E. Care

SWORN TO before me this 27
day of March, 1970.

Barbara A. Gottschall (LS)
Notary Public for

My Commission Expires

Notary Public, State of Florida at Large
My commission expires June 26, 1970.

X

Joseph M. Newell, residing at 4200 W. 19th Street, Panama City, Bay County, Florida, hereby agree to purchase of Nelson Buick Co., Inc. (Seller), of the City of Panama City, Florida.

	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number
One	New	Buick	8	1967	49487	Spt. Cpe.	494877H924116		

Radio ☒ - Heater ☒ Automatic Transmission ☒ Overdrive ☐ Power Steering ☒ Power Brakes ☒ Window Lifts ☒ Air Conditioning ☒ Other ☒

together with all equipment and accessories thereon, all of which are included in the term "motor vehicle" as used herein, for a Total Time Selling Price equal to the sum of Items 1, 4, 5 and 7 in the following tabulation:

1. Total Bona Fide Cash Price of Motor Vehicle if buyer had elected to buy for cash instead of for Total Time Selling Price as herein recited \$ 5829.00

DOWN PAYMENT { Trade-in 1964 Cadillac (Description) Equity \$ 2829.00
Cash \$ 22.84

2. Total Down Payment \$ 2851.84

3. The difference between Items 1 and 2 \$ 2977.16

4. Insurance Premiums Credit Life Prem. \$ 115.49

(Check Insurance Coverages Included in Contract.)
COVERAGES APPLICABLE TO MOTOR VEHICLE for Term _____ Months, effective _____, 19____

☐ \$ _____ Deductible Collision, ☐ Comprehensive, ☐ Fire, Theft and Combined Additional Coverage. ☐ Road Service.
OTHER INSURANCE COVERAGES—☒ Credit Life, ☐ Accident and Health

BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE NOT INCLUDED
(No insurance included unless checked above)

It is hereby mutually agreed insurance included herein, other than insurance on the car, covers only the person whose signature first appears below.

Tag, title, & Rec.—32.84: Doc. Stamps—5.85: City Tax—30.00: Fla. Sales Tax—60.00 \$ 128.69

5. The amount of license, taxes, and official fees \$ 3221.34

6. Principal Balance (sum of Items 3, 4 and 5) \$ 628.14

7. Finance charge \$ 3849.48

8. The Time Balance (sum of 6 and 7) and I promise to pay at the office of the Associates Discount Corporation at South Bend, Indiana, the amount of said Time Balance in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

in 36 monthly installments of \$ 106.93 and a final installment of \$ _____ beginning on May 7, 1967 (Month & Day)

and continuing on the same day of each month thereafter until fully paid. If any of said installments be not paid when due, then all unpaid installments shall immediately become due at the option of the owner hereof without notice or demand.

I promise to pay to the Seller or other holder of this contract a delinquency and collection charge on each installment of this contract in default for a period of not less than ten days in an amount not in excess of 5% of each installment or \$5.00, whichever is the lesser. Waiver of any default shall not constitute waiver of any other default.

Time is of the essence of this contract and if I fail to pay any of the installments when due or otherwise breach or fail to perform any of the provisions or promises herein, or if attachment, levy of execution or other process issues against the motor vehicle, or in the event of bankruptcy or my insolvency or if the holder shall deem himself insecure, all unpaid installments, at the option of the holder, shall immediately become due and payable without notice or demand. The holder hereof may, without notice or demand and with or without process of law enter any premises where said motor vehicle may be and take possession of it and sell it at public or private sale with or without notice and all sums paid hereunder may be retained for use of the vehicle. Any personal effects in or upon the vehicle at the time of retaking may be taken and such property may be held without liability until demanded by me. I hereby authorize the holder hereof to cancel any policy of insurance upon said motor vehicle or other insurance purchased under this contract and transfer, set-over, and assign to said holder any and all refunds or returned premiums from such insurance to be received for by him in my name or his for application to any existing indebtedness hereunder with excess, if any, to be returned to me.

Upon default, the motor vehicle purchased hereunder may be repossessed and sold at public sale. The proceeds of such sale shall be applied first to the payment of such costs, expenses and attorneys' fees in connection with the retaking, storing and sale of the motor vehicle as may be allowed by the court if the retaking is by legal process or, if the retaking is not by legal process, to the payment of the actual and necessary expenses of storing the motor vehicle, not to exceed one dollar (\$1.00) per day, and to the actual cost of publishing the notice of sale in a newspaper as required in subsection (4) of section 520.11, Florida Statutes, and then to the satisfaction of the balance due under this contract. After such application any surplus shall be paid to the buyer and the buyer shall remain liable for any balance remaining unpaid after such application.

The Buyer and Seller agree to the "Statement of Additional Covenants" set forth on the reverse side hereof, which the undersigned each agree shall constitute a part of this contract.

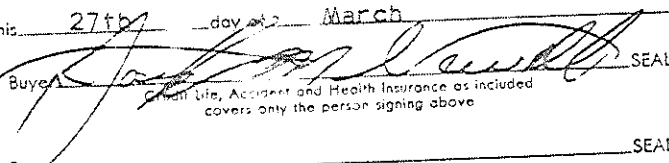
The word "I" used herein shall mean "we" if more than one person signs as buyer.

NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign.

I hereby acknowledge receipt of a true copy of this contract and warrant to each purchaser of the seller's interest herein that this instrument contains all of the agreements of the parties regarding the property herein described.

In Witness Whereof, the parties hereunto have set their hands on this 27th day of March, 1967

Betty H. Jackson
(Witness)

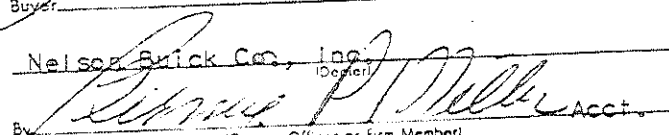
Buyer  SEAL
Credit Life, Accident and Health Insurance as included covers only the person signing above

Purchaser
Signs

Buyer _____ SEAL

Nelson Buick Co., Inc.
(Dealer)

Dealer
Signs

By  Acct.
(Owner, Officer or Firm Member)

ADDITIONAL COVENANTS

Title to the motor vehicle described herein shall remain in the Seller or his assignee until this contract is fully performed by me. I hereby acknowledge delivery to me and possession of said motor vehicle. I shall not sell, encumber or lease the vehicle or transfer or assign any of my interest therein or in this contract, or use said motor vehicle in violation of any State or Federal laws. I will not remove it from the county or filing district in which I now reside without written permission from the holder of this contract.

In the event this agreement and title to the motor vehicle is assigned to Associates Discount Corporation, I promise that after such assignment I will settle all claims against the Seller directly with him and agree not to set up any such claim as a defense, counter-claim, set-off, cross complaint or otherwise to any action for the purchase price or possession of said motor vehicle brought by the owner hereof. I further agree to pay such attorneys fees and court costs as are permitted by law in the event this agreement is assigned to an attorney not a salaried employee of the holder for collection or repossession of the motor vehicle described herein.

All risk of loss to the vehicle shall be that of Buyer. During the term of this contract, Buyer shall procure and maintain at his expense, to protect the interests of Buyer and Holder in the vehicle insurance against all physical damage risks in such form and for the actual cash value of the vehicle with such deductible and written by such insurance carrier as Holder may accept. If Buyer fails to so insure, Holder may purchase such insurance, or any part thereof, including insurance protecting only the interests of Holder, but shall not be obligated to do so. To the extent that the cost of the premiums for such insurance are not included in this contract, Buyer promises to pay to Holder, upon demand, as an additional obligation secured hereunder, the cost of any such insurance so purchased by Holder together with interest thereon until paid at the highest lawful contract rate.

Buyer hereby assigns to Holder all refunds of unearned insurance premiums on policies paid for by Holder hereunder and hereby authorizes and empowers Holder to collect and receipt for the same in its name or Buyer's. Holder may use such refunds to purchase replacement insurance for the then remaining term of this contract, but shall not be obligated to do so. To the extent not so used, such refunds shall be credited to the final installment of Buyer's obligation secured hereunder.

ASSIGNMENT WITHOUT RECOURSE

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said Contract is genuine and in all things what it purports to be; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

Dated this 27 day of Mar, 1967 Nelson Quick Co Inc By Bernice P. Miller
(Dealer Firm Name) (Official Title)
Commissioner

ASSIGNMENT WITH RECOURSE

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns, with full recourse, and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said Contract is genuine and in all things what it purports to be; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

The undersigned guarantees payment of the unpaid balance on said contract as and when the same shall become due and payable under the terms of said contract, hereby waiving notice of acceptance and notice of defaults and consents that the Assignee may, without affecting the undersigned's liability, compromise or release, by operation of law or otherwise, any rights against and grant extensions of time of payment to Buyer and other obligors.

Dated this _____ day of _____, 19____ By _____
(Dealer Firm Name) (Official Title)

ASSIGNMENT

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said Contract is genuine and in all things what it purports to be; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

As a part of the foregoing instrument, the undersigned's obligation in addition to those stated in the preceding paragraph are governed by the paragraph set forth opposite the undersigned's signature below.

1. FULL REPURCHASE AGREEMENT

The undersigned further agrees that if Assignee repossesses the said motor vehicle described in said Contract, the undersigned will purchase from Assignee the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and will so purchase said motor vehicle although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

Dated this _____ day of _____, 19____

Dealer

By _____
Official Title

Address of Dealer

2. LIMITED REPURCHASE AGREEMENT

The undersigned further agrees that if the Buyer fails to pay the first _____ installments of his obligation as set forth in the contract hereby assigned and if Assignee repossesses the said motor vehicle described in said Contract, the undersigned will purchase from Assignee the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and will so purchase said motor vehicle although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

Dated this _____ day of _____, 19____

Dealer

By _____
Official Title

Address of Dealer

3. PARTIAL REPURCHASE AGREEMENT

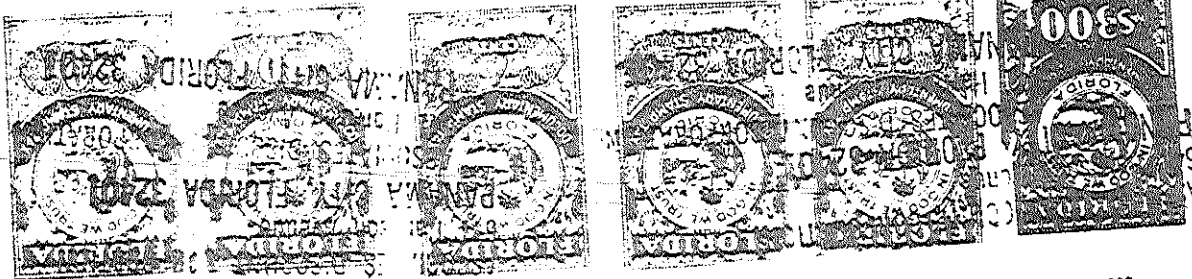
The undersigned further agrees that if Assignee repossesses the motor vehicle described in said contract, the undersigned upon demand will pay to Assignee \$ _____ or purchase the motor vehicle from Assignee for the then unpaid balance in its then condition and location, and will so pay or purchase although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

Dated this _____ day of _____, 19____

Dealer

By _____
Official Title

Address of Dealer



SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9416

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Joseph Newell

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.....Joseph Newell

..... Defendant.....

by Associates Financial Services Company, Inc.,

..... Plaintiff.....

Witness my hand this.....3rd.....day of.....August..... 19.70...

Alice J. Luck Clerk

24.
8-27-78

No. 9416

Page.....

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

.....ASSOCIATES FINANCIAL SERVICES CO.

Plaintiffs

vs.

JOSEPH NEWELL

Defendants

SUMMONS AND COMPLAINT

Filed August 3, 19 70

Alice J. Duck Clerk

Engel & Smith- P. O. Box 1045

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Recieved In Office

Aug 3 1970

Taylor Wilkins Sheriff

I have executed this summons

this Aug 27 1970

by leaving a copy with

Joseph Newell

Sheriff claims \$4 miles at
Ten Cents per mile Total \$ 8.20
TAYLOR WILKINS, Sheriff
by Charles Duck
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Charles Duck Deputy Sheriff

ASSOCIATES FINANCIAL SERVICES
COMPANY, INC.

Plaintiff,

-VS-

JOSEPH NEWELL

Defendant

CIRCUIT COURT
IN THE ~~COUNTY OF~~
~~GENERAL SESSIONS OF~~
BALDWIN
MOBILE COUNTY, ALABAMA

CASE NUMBER:

9416

The Plaintiff claims of the Defendant NINE HUNDRED
SIXTY ONE DOLLARS AND EIGHTY FIVE CENTS (\$961.85)

DOLLARS, due from him by account, which sum of money,
together with interest thereon, is still due and unpaid.

An itemized statement of the account sued on,
verified by the affidavit of a competent witness is attached
hereto as Exhibit "A" and made a part hereof.

ENGEL AND SMITH,
Attorneys for Plaintiff

BY:

MEMBER APPEARING

DEFENDANT MAY BE SERVED AT:

MR. JOSEPH NEWELL
BOX 1985
FOLEY, ALABAMA

Joseph M. Newell
Box 1085
Poley, Alabama

5735, 224-7 Panama City
Repossessed 3-11-69

STATE OF Alabama)
COUNTY OF Baldwin)

ITEMIZED ACCOUNT AND AFFIDAVIT

ACCOUNT OF Joseph M. Newell

1. Time Balance: Insurance Add on 560.64 3849.48

2. Installments Paid - 4410.32

Date	Amt.	Date	Amt.	Date	Amt.	Date	Amt.
5-17-67	106.93	5-17-67	106.93				
6-23-67	106.93	6-23-67	106.93				
8-7-67	106.93	8-7-67	106.93				
9-21-67	106.93	9-21-67	106.93				
10-25-67	106.93	10-25-67	106.93				
11-12-67	111.04	11-12-67	111.04				
12-12-67	124.36	12-12-67	124.36				
1-27-68	135.00	1-27-68	135.00				
3-17-68	123.99	3-17-68	123.99				

Total Amount Paid: 2015.65

3. Unpaid Time Balance (Item 1 minus Item 2): 2364.47

4. Expense of Repossession and Sale -
(a) Repairs: 3.00
(b) Other (Specify): _____

Total Expenses: \$3.00

5. Total Debit (Item 3 plus Item 4): 2367.47

6. Credits -
(a) Proceeds of Sale: 1300.00
(b) Refunded Ins. Prem. 105.62
(c) Other (Specify): _____

Total Credits: 1405.62

7. Sum Sued For (Item 5 minus Item 6): 961.85

Before me personally appeared M.E. Care,
who, being duly sworn, says that he is Recovery Clerk
of the Jackie Mae Little Corporation office of Associates Discount
Corporation; and as such he has personal knowledge of the fore-
going Account; that it is true and correct; and that no part of
the sum sued for has been paid by discount or otherwise.

M. E. Care

SWORN TO before me this 27
day of March, 1970.

Burba D. Gottschall (LS)
Notary Public for _____

My Commission Expires _____
Notary Public, State of Florida at Large
My commission expires June 26, 1970

Joseph M. Newell residing at 4200 W. 19th Number _____ Street _____
(Write or Type Buyer's Name Plainly)
Panama City City Bay Zone No. _____ County _____ Florida; hereby agree to purchase of
Nelson Buick Co., Inc. (Seller), of the City of Panama City, Florida

	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number								
One	New	Buick	8	1967	49487	Spt.Cpe.	494877H924	116									
Radio	<input checked="" type="checkbox"/>	Heater	<input checked="" type="checkbox"/>	Automatic Transmission	<input checked="" type="checkbox"/>	Overdrive	<input type="checkbox"/>	Power Steering	<input checked="" type="checkbox"/>	Power Brakes	<input checked="" type="checkbox"/>	Window Lifts	<input checked="" type="checkbox"/>	Air Conditioning	<input checked="" type="checkbox"/>	Other	<input checked="" type="checkbox"/>

together with all equipment and accessories thereon, all of which are included in the term "motor vehicle" as used herein, for a Total Time Selling Price equal to the sum of Items 1, 4, 5 and 7) in the following tabulation:

1. Total Bona Fide Cash Price of Motor Vehicle if buyer had elected to buy for cash instead of for Total Time Selling Price as herein recited \$ 5829.00

DOWN PAYMENT { Trade-in 1964 Cadillac Equity \$ 2829.00
Cash \$ 22.84

2. Total Down Payment \$ 2851.84

3. The difference between Items 1 and 2 \$ 2977.16

4. Insurance Premiums Credit Life Prem. \$ 115.49

(Check Insurance Coverages Included in Contract.)
COVERAGES APPLICABLE TO MOTOR VEHICLE for Term _____ Months, effective _____, 19 _____

☐ \$ _____ Deductible Collision, ☐ Comprehensive, ☐ Fire, Theft and Combined Additional Coverage. ☐ Road Service.
OTHER INSURANCE COVERAGES—☒ Credit Life, ☐ Accident and Health

BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE NOT INCLUDED

(No insurance included unless checked above)

It is hereby mutually agreed insurance included herein, other than insurance on the car, covers only the person whose signature first appears below.

Tag, title, & Rec.—32.84: Doc. Stamps—5.85: City Tax—30.00: Fla. Sales Tax—60.00 \$ 128.69

5. The amount of license, taxes, and official fees \$ 3221.34

6. Principal Balance (sum of Items 3, 4 and 5) \$ 628.14

7. Finance charge \$ 3849.48

8. The Time Balance (sum of 6 and 7)
and I promise to pay at the office of the Associates Discount Corporation at South Bend, Indiana, the amount of said Time Balance in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts,

in 36 monthly installments of \$ 106.93 and a final installment of \$ _____ beginning on May 7, 19 67
(Month & Day)

and continuing on the same day of each month thereafter until fully paid. If any of said installments be not paid when due, then all unpaid installments shall immediately become due at the option of the owner hereof without notice or demand.

I promise to pay to the Seller or other holder of this contract a delinquency and collection charge on each installment of this contract in default for a period of not less than ten days in an amount not in excess of 5% of each installment or \$5.00, whichever is the lesser. Waiver of any default shall not constitute waiver of any other default.

Time is of the essence of this contract and if I fail to pay any of the installments when due or otherwise breach or fail to perform any of the provisions or promises herein, or if attachment, levy of execution or other process issues against the motor vehicle, or in the event of bankruptcy or my insolvency or if the holder shall deem himself insecure, all unpaid installments, at the option of the holder, shall immediately become due and payable without notice or demand. The holder hereof may, without notice or demand and with or without process of law enter any premises where said motor vehicle may be and take possession of it and sell it at public or private sale with or without notice and all sums paid hereunder may be retained for use of the vehicle. Any personal effects in or upon the vehicle at the time of retaking may be taken and such property may be held without liability until demanded by me. I hereby authorize the holder hereof to cancel any policy of insurance upon said motor vehicle or other insurance purchased under this contract and transfer, set-over, and assign to said holder any and all refunds or returned premiums from such insurance to be receipted for by him in my name or his for application to any existing indebtedness hereunder with excess, if any, to be returned to me.

Upon default, the motor vehicle purchased hereunder may be repossessed and sold at public sale. The proceeds of such sale shall be applied first to the payment of such costs, expenses and attorneys' fees in connection with the retaking, storing and sale of the motor vehicle as may be allowed by the court if the retaking is by legal process or, if the retaking is not by legal process, to the payment of the actual and necessary expenses of storing the motor vehicle, not to exceed one dollar (\$1.00) per day, and to the actual cost of publishing the notice of sale in a newspaper as required in subsection (4) of section 520.11, Florida Statutes, and then to the satisfaction of the balance due under this contract. After such application any surplus shall be paid to the buyer and the buyer shall remain liable for any balance remaining unpaid after such application.

The Buyer and Seller agree to the "Statement of Additional Covenants" set forth on the reverse side hereof, which the undersigned each agree shall constitute a part of this contract.

The word "I" used herein shall mean "we" if more than one person signs as buyer.

NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign.

I hereby acknowledge receipt of a true copy of this contract and warrant to each purchaser of the seller's interest herein that this instrument contains all of the agreements of the parties regarding the property herein described.

In Witness Whereof, the parties herunto have set their hands on this 27th day of March, 19 67

Buyer [Signature] SEAL
Credit Life, Accident and Health Insurance as included covers only the person signing above

Purchaser
Signs

Buyer [Signature] SEAL

Nelson Buick Co., Inc.
(Dealer)

By [Signature] Acct.
Owner, Officer or Firm Member

Dealer
Signs

(Witness)

ADDITIONAL COVENANTS

Title to the motor vehicle described herein shall remain in the Seller or his assignee until this contract is fully performed by me. I hereby acknowledge delivery to me and possession of said motor vehicle. I shall not sell, encumber or lease the vehicle or transfer or assign any of my interest therein or in this contract, or use said motor vehicle in violation of any State or Federal laws. I will not remove it from the county or filing district in which I now reside without written permission from the holder of this contract.

In the event this agreement and title to the motor vehicle is assigned to Associates Discount Corporation, I promise that after such assignment I will settle all claims against the Seller directly with him and agree not to set up any such claim as a defense, counter-claim, set-off, cross complaint or otherwise to any action for the purchase price or possession of said motor vehicle brought by the owner hereof. I further agree to pay such attorneys fees and court costs as are permitted by law in the event this agreement is assigned to an attorney not a salaried employee of the holder for collection or repossession of the motor vehicle described herein.

All risk of loss to the vehicle shall be that of Buyer. During the term of this contract, Buyer shall procure and maintain, at his expense, to protect the interests of Buyer and Holder in the vehicle insurance against all physical damage risks in such form and for the actual cash value of the vehicle with such deductible and written by such insurance carrier as Holder may accept. If Buyer fails to so insure, Holder may purchase such insurance, or any part thereof, including insurance protecting only the interests of Holder, but shall not be obligated to do so. To the extent that the cost of the premiums for such insurance are not included in this contract, Buyer promises to pay to Holder, upon demand, as an additional obligation secured hereunder, the cost of any such insurance so purchased by Holder together with interest thereon until paid at the highest lawful contract rate.

Buyer hereby assigns to Holder all refunds of unearned insurance premiums on policies paid for by Holder hereunder and hereby authorizes and empowers Holder to collect and receipt for the same in its name or Buyer's. Holder may use such refunds to purchase replacement insurance for the then remaining term of this contract, but shall not be obligated to do so. To the extent not so used, such refunds shall be credited to the final installment of Buyer's obligation secured hereunder.

ASSIGNMENT WITHOUT RECOURSE

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said Contract is genuine and in all things what it purports to be; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

Dated this 27 day of Mar 1967 Nelson Buick Co Inc By Dennis P. Miller
(Dealer Firm Name) (Official Title)

ASSIGNMENT WITH RECOURSE

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns, with full recourse, and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said Contract is genuine and in all things what it purports to be; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

The undersigned guarantees payment of the unpaid balance on said contract as and when the same shall become due and payable under the terms of said contract, hereby waiving notice of acceptance and notice of defaults and consents that the Assignee may, without affecting the undersigned's liability, compromise or release, by operation of law or otherwise, any rights against and grant extensions of time of payment to Buyer and other obligors.

Dated this day of 19 By
(Dealer Firm Name) (Official Title)

ASSIGNMENT

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said Contract is genuine and in all things what it purports to be; that the undersigned has good title to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was sold to the Buyer in a bona fide time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that none of the parties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the validity of said Contract or render it less valuable or valueless. If any of the warranties herein contained be untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract.

As a part of the foregoing instrument, the undersigned's obligation in addition to those stated in the preceding paragraph are governed by the paragraph set forth opposite the undersigned's signature below.

1. FULL REPURCHASE AGREEMENT

The undersigned further agrees that if Assignee repossesses the said motor vehicle described in said Contract, the undersigned will purchase from Assignee the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and will so purchase said motor vehicle although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

2. LIMITED REPURCHASE AGREEMENT

The undersigned further agrees that if the Buyer fails to pay the first installments of his obligation as set forth in the contract hereby assigned and if Assignee repossesses the said motor vehicle described in said Contract, the undersigned will purchase from Assignee the said motor vehicle in accordance with the provisions of Dealer's Protection Agreement No. 1, and will so purchase said motor vehicle although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

3. PARTIAL REPURCHASE AGREEMENT

The undersigned further agrees that if Assignee repossesses the motor vehicle described in said contract, the undersigned upon demand will pay to Assignee \$ or purchase the motor vehicle from Assignee for the then unpaid balance in its then condition and location, and will so pay or purchase although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which to perform.

Dated this day of 19

Dealer

By Official Title

Address of Dealer

Dated this day of 19

Dealer

By Official Title

Address of Dealer

Dated this day of 19

Dealer

By Official Title

Address of Dealer

