ASSOCIATES DISCOUNT

: CIRCUIT COURT

IN THE COURTXOR

CENERALXSESSIONS OF

Plaintiff,

BALDWIN

MORYER COUNTY, ALABAMA

-VS-

:

DOUG UNDERWOOD

Defendant

CASE NUMBER: 9417

The Plaintiff claims of the Defendant THREE HUNDRED

TWELVE DOLLARS AND SEVENTY SEVEN CENTS (\$312.77)

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

MEMBER APPEARING

DEFENDANT MAY BE SERVED AT:

Mr. Doug Underwood Route 1 Box 30 Foley, Alabama

TE OF	}	ITEMIZED	ACCOUNT	AND AF	FIDAVIT
NTY OF Baldwin		<u> </u>			
ACCOUNT OF D	oug Underwood	<u> </u>			
Tr	surance Addor	\$228.90			647.80 876.70
Time Balance:				2	
Installments Paid DateAmt. Da	ate Amt.	Date	Amt.	Date	Amt.
6-1-65 73.56					
7-19-65 80.09					
9-11-65 80.09					
10-20-6380.09					
11-18-6580.09 1-31-66 80.09					
3-2-66 80.09				<u></u>	634 <u>.1</u> 8
Total Amount Paid	:				
. Unpaid Time Balar	ace (Item 1	minus It	em 2):		2242.52
Topos					
. Expense of Reposition (a) Repairs: (b) Other (Spec	5	<u>.</u> 50			
(b) Other (Spec	cify):				
					5.50
Total Expe	nses:			 	
- D 114 (T40		em 4):			221.8.0
	y - ç	1650.	00		
. Credits - (a) Proceeds o	f Sale: _				
(b) Refunded 1	TIP Troms	131.32 153.93			
(c) Other (Spe					
	•				1935.25
Total Cred	dits:				312.77
7. Sum Sued For (It	tem 5 minus	Item 6):		 -	
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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 deligency 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 and 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

ent and title to the motor vehicle is assigned to Associates Discount Corporation, I promise that after such assignment I will settle all claims In the event this agree In the event this agreement and little 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 hereofyl-further agree to pay such attorneys fees and court costs and 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.

agreement is assigned to an attorney not a salaried employee of the holder for collection or repossession of the motor vehicle described herein.

If no cost of insurance coverage applicable to the motor vehicle is included in this contract. I promise to promptly insure the motor vehicle at my own expense in a company acceptable to the holder the first test and collision for the period of the term of this contract "Nature of this contract a point interests may appear and to keep such insurance in full force during said term and to deliver to the holder of this contract within five days of the date of this contract a paid-up policy to such effect. If I fail to so deliver such a policy, or If such policy is subsequently cancelled or expires and I do not furnish replacement insurance immediately, the holder of this contract may but shall not be obligated to purchase such a policy, and I page the together with interest therein at the highest lawful contract and page to pay the later of this contract under the terms hereof is subsequently cancelled by the insurance of a return promium received.

If any motor vehicle insurance obtained by the holder of this contract under the terms hereof is subsequently cancelled by the insurer and a return premium received therefrom, the holder after each such cancellation may but shall not be obligated to obtain therewith similar insurance from another carrier god if the premiums therefor are greater than the amount of return premiums. I promise to pay such additional amounts at such time or times as the holder of this contract demands together with interest thereon at the highest lawful contract rate until paid. If the holder chooses not to obtain such insurance protecting both the holder and myself against loss, the holder may but shall not be obligated to purchase a policy of single interest insurance protecting the holder alone against loss and to apply any remainder toward the satisfaction of the last medium installment of this contract.

Any and off refunds or returns of uncorned insurance premiums are hereby transferred, set over and assigned to the holder hereof as an additional security for the indebtedness evidenced by this contract and may be collected and receipted for by the holder in its name or in mine at any time. The holder of this contract may from time apply all sums not expended to research may be contract. ASSIGNMENT WITHOUT RECOURSE For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinofter called "Assignee", its successors and assigns and hereby transfers title to the exciting flaggin 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; the is genuine and in all things what it purports to be; that the undersigned has good into to said motor vehicle and has the right to transfer title thereto; that the said motor vehicle was said a both flag transaction; that a contribute 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 contribute the parties thereto have capacity to contribute the parties thereto have capacity to contain the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on said Contract. day of MAY. 1966. HOOD MOTOR COMPANY IND ASSIGNMENT WITH RECOURSE 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 transfer the motor vehicle described therein to said Assignee, and warrants that the facts to far in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever not old to the Buyer in a bono fide time saies transaction; that a certificate of title with Assignee's Interest noted thereon has or will be issued for the said motor vehicle in the said motor vehicle and has the right to transfer title thereto; that he said motor vehicle and has the right to transfer title thereto; that he said motor vehicle and has the right to transfer title thereto; that he said motor vehicle and has the right to transfer title thereto; that he said motor vehicle and has the right to transfer title thereto; that he said motor vehicle is a minor; and that the undersigned has no knowledge of any facts which impair the volidity of said Contract render it less valueble or valuely.

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 welving notice of acceptor it payment to Buyer and other obligators. 00,0000 this Or Fire (Dealer Firm Name) (Official Title) ASSIGNMENT

For valve 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 escribed therein to sold Assignee, and warronts that the facts set forth in the Contract ore true; that sold motor vehicle is free of all liens and encumbrances of whatever nature or kind; that sold as bond filed time sales transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the sold motor vehicle; that all parties, thereto have copied to contract, attained be undersigned has no knowledge of any facts which impair the validity of said Contract or wender it less valuable or valuables. If any of the warranties are all the forested in interest the undersigned has no knowledge of any facts which impair the validity of said Contract or wender it less valuable or valuables. If any of the warranties are contract, at the forested in interest, and the forested in strument the undersigned's obligation in addition to those stated in the praceding paragraph are governed by the paragraph set forth apposite the undersigned's contract. idersigned's obligation in addition to those stated in the proceding paragraph are governed by the paragraph set forth opposite the undersign As a part of the foregoing instrument, the 1. FULL REPURCHASE AGREEMENT The undersigned further agrees that if Assignee repossesses the sold motor vehicle described in sold Co ned will purchase from Assigned the sold motor vahicle in accordance with the provisions of Dealer's Protection and No. 1, and will so purchase sold motor vehicle olthough Assigned has without undersigned's consont, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in which Official Title Address of Deals 2. LIMITED REPURCHASE AGREEMENT The undersigned further agrees that if the Buyer fails to pay the first. Installments of his obligation as forth in the contract hereby assigned and if Assignee repossesses the sold motor vehicle described in sold Contract, the dersigned will purchase from Assignee the sold motor vehicle in accordance with the provisions of Dealer's Protection Agreem No. 1, and will so purchase sold motor vehicle although Assignee has without undersigned's consent, waived defaults Official Title de by the Buyer in performing sold contract and/or granted extensions of time to sold Buyer in which to perform Address of Doole PARTIAL REPURCHASE AGREEMENT The undersigned further agrees that if Assignee repossesses the motor vehicle described in soid contract, the pon demand will pay to Assignee \$_ or purchase the motor vehicle from Assignce for the then aid balance in its then condition and location, and will so pay or purchase although Assigned has without undersigned's sont, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Buyer in the to perform. Official Title Address of Dealer

SORATION :







D-798W -- Rov. 5-61

THE STATE OF ALABAMA BALDWIN COUNTY

Circuit Court, Baldwin County

....TERM, 19...

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon	Doug Underwood
	within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin Count	ry, State of Alabama, at Bay Minette against
Doug Underwood	Defendant
. Associates Discount	
	Plaintiff

Witness my hand this	ay of August 1970.

8-670

VOL 67 PAGE 160

No. 9.4.17. Page	
THE STATE OF ALABAMA	Defendant lives at
BALDWIN COUNTY	
CIRCUIT COURT	Recieved In Office
ASSOCIATES DISCOUNT	august 3 1970
Plaintiffs	I have executed this summons
vs.	this
DOUG UNDERWOOD Defendants	Woug andrewood
SUMMONS AND COMPLAINT	
FiledAugust3., 1970.	
Alice.J. Duck Clerk	1
	Sheriff claims
	TAYLOR WILKINS, Shense
	DEPUTY SHENIFF
Engel & Smith - P. O. Box 1045	
Mobile Plaintiff's Attorney	

Defendant's Attorney

..... Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

SOCIATES DISCOUNT

CIRCUIT COURT

IN THE KONKXXOF

OF

EXNEXAXXXXXXXXXXXXXXXXX

BALDWIN

plaintiff,

MORXXX COUNTY, ALABAMA

-VS-

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DOUG UNDERWOOD

Defendant

CASE NUMBER: 9417

The Plaintiff claims of the Defendant THREE HUNDRED (\$312.77

TWELVE DOLLARS AND SEVENTY SEVEN CENTS

by account, which sum of money, DOLLARS, due from him 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

MEMBER APPEARING

DEFENDANT MAY BE SERVED AT:

Mr. Doug Underwood Route 1 Box 30 Foley, Alabama

STA	TE OF	Alabar	ia.)				·
COII	NTY OF	Baldwi	in	_ }	ITEMIZED	ACCOUNT	r And Af	FIDAVIT
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	7-19-05 6-13-05							
	9-11:-65	Sico						
	10-20-6 11-18-6	80.09		<u> </u>				
	1-31-66	80.00						
	3-2-66	80.09		<u> </u>		1		
	Total A	mount Pa	id:					63h.18
3.	Unpaid	Time Bal	ance (I	tem 1	minus Ite	m 2):		2212.52
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	(0) 0	ther (Sp	ectry):			•		
						• •		
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	(b) R	efunded ther (Sp	Ins. Pr	em.	- 131.32 -			
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		V						
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Not	ary Publ	<i>M. Z.M.</i> ic for	WACK	dll-		LS)		
			Notary Pr	ublic, State	or noride of 197 sires June 26, 197	Ō.		
$M\lambda_{c}$	Commissi	on Expir	es My com	11334011 011				

Doug Underwood			, residin	ng at	Sll_Tho	rnhill Rd.		Street
(Write or Type Buyer's Name	Plainlyl		/7\ to-a	al.oo	₹6			y agree to purchase of
Fort Walton Beach		Zone	No.	C	ounty			, 05,100 10 21 11 11
Hood Motor Company, Inc.	·		(Selle	rl, of t	he City of I	ort Waltor	Beach	Florida
New or Used Make of Motor Vehicle		Year	Model No.	1 15	pe of Body	Serial Number	Motor Number	Geanse Number
One Market Chevrolet	8 (5 5	15611	2	dr sdn	1561150168	3993	New York
Radio R Heater Automatic Transmission R	Overdrive	, []	Pawer Steering		Powar Brakes	Window [Air Con- ditioning	Other D
paether with all equipment and accessories thereon, a		incudad	in the term "m	olor v	ehicle" as us	ed herein, for a To	otal Time Salling P	rice equal to the sum of
ems (1, 4, 5 and 7) in the following tabulation:	us kad alastad	to burd	for each instead	d of fo	r			s 3027 <u>. 77</u>
. Total Bona Fida Cash Price of Motor Venicie II buy Total Tima Selling Price as herein recited							 ກຸດດ	3
Total Time Selling Price as herein recited	(Description	 ป	المتبالل	eco.	L(214)	Equity \$.2%4	5.68	
								. 727.77
. Total Down Payment								2300,00
. The difference between items 1 and 2	,						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Υ
. Insurance Premiums								3
(Chock Insurance Coverages Included in Contract.) COVERAGES APPLICABLE TO MOTOR VEHICLE !	or Term			.Month	s, effective			
□ €Deductible Collision, □	Comprehensiv	e, 🔲 Fir	e, Theft and C	ombine	ed Additions	Coverage. 🗌 Roc	od Service.	
OTHER INSURANCE COVERAGES- Credit Life	e, 🔲 Accident :	and Hea	alth					
BODILY INJURY A	fNo tr	surance	included unles	s chec	ked abovel			
is hereby mutually agreed insurance included herein,	, other than insu	rance o	n the car, cove	ers only	y the person	whose signature fit	rst appears below.	*
5. The amount of license, taxes, and official fees								,2300.00
5. Principal Balanco (sum of Items 3, 4 and 5)								s_347,80
7. Financo charge								£2617,80
8. The Time Balance (sum of 6 and 7)	legal tender fo	r the pa	ryment of public	and ;	rivate dobts	,		or currency of the United
in 36 monthly installments of \$ 73.5	55and	à a fin	nal installm	ent c	of \$_0	begin	ning on <u>16 </u>	fune 1955
and continuing on the same day of each month thereaf	frer until fully po	iid. If any	y of sold installs	ments b	e not paid v	then due, then all u	inpaid installments	shall immediately become
due at the option of the owner hereof without notice I promise to pay to the Seller or other holder less than ten days in an amount not be excess of 5% of	or gemanu.				,	t	Librar consecution of	lateuit for a period of BO
less than ten days in an amount not in excess of 5% of	each installment	- ೧೯೩೩-೮ ಕನ್ನ	e, winenever a	than d	on or other	ice breach or fail t	a parform any of	the provisions or promise
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under this contract. After such application	any surplus s	nall be	в раза то тпе	poye	i cha me	Doyer shan rom	3.11 .100.0 10. 0	,
The Buyer and Seller agree to the "Statemer	nt of Additional	Covena	ints" set forth o	on the	reverse side	hereof, which the u	indersigned each a	igree shall constitute a po
of this contract. The word "I" used herein shall mean "we" if	more than one	person	signs as buyer	•				
NOTICE TO THE BUYER: I. Do not sign	n this contro	ct bef	ore you rec	d it o	or if it co	ntains any blani	spaces. 2. Yo	ou are entitled to a
exact copy	/ Or the con	macı y	ou sign. Selic come	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	and watt	ant to each s	urchaser of	he seller's intere:
I hereby acknowledge receipt of herein that this instrument contains a	ll of the ag	reemo	nts of the	parti	es regard	ing the prope	rty herein des	
In Witness Whereof, the parties hereunto ha	eve set their har	nds on th	is Sta		day of	lay		
	w.C.		Виумг	//	. 116a	and freelth insurance	as Included	—Sight Purchase
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ADMINONAL COVENANTS

Title to the motor vehicle described herein shall remain in the Seller or his assigned until this contract is fully performed by me. I hereby acknowledge delivers 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 country or filing district in which I now reside without written permission from the holder of

In the event this agreement and attitude 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 hereofold-further agree to pay such attorneys fees and court costs as any permitted by law to the motor vehicle described herein.

If no cost of insurance coverage applicable to the motor vehicle is included in this contract. I promise to promptly insure the motor vehicle at my own expense in a company acceptable to the holder hardon and the folder of the contract of the contract of the payable to me and the holder of this contract as our respective interests may appear and to keep such insurance in full force during soid term and to deliver to the holder of this contract a paid-up policy to such effect. If I fail to so deliver such a policy, or if such policy is subsequently cancelled or expires and I do not furnish replacement insurance immediately, the holder of this contract may but shall not be obligated to purchase such a policy, and I promise to pay the cost thereof at such time or times as the holder of this contract with interest thereon at the highest lawful contract and policy.

If any motor vehicle insurance obtained by the holder of this contract under the terms hereof is subsequently cancelled by the insurer and a return premium received therefrom, the holder after each such cancellation may but shall not be obligated to obtain therewith similar insurance from another carrier and if the premiums therefor are greater than the amount of return premiums. I promise to pay such additional amounts at such time or times as the holder of this contract demands together with interest thereon at the highest lawful contract rate until paid. If the holder chooses not to obtain such insurance protecting both the holder and myself against loss, the holder may but shall not be obligated to purchase a policy of single interest insurance protecting the holder alone against loss and to apply any remainder toward the satisfaction of the last maturing installment of this contract.

Any bad off refunds or returns of uncorned insurance premiums are hereby transferred, set over and assigned to the holder hereof as an additional security for the indebtedness evidenced by this contract and may be collected and receipted for by the holder in its name or in mine at any time. The holder of this contract may from time to time apply all sums not expended to the fast and maturing installment of this contract.

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 described hereby in the sold motor vehicle is free of all liens and encumbrances of whatever nature or kind, at its genuine and in all things what it purports to be; that the undersigned has good title to sold motor vehicle and has the right to transfer title thereto; that the sold motor vehicle was so a bone light-three olds. It is not that all parties thereto in the sold motor vehicles, that all parties thereto have capacity to be of the baffet-thereto is a minor; and that the undersigned has no knowledge of any facts which impair the volidity of sold Contract or render it loss valuable or valueless. If any of the contract or the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpaid on sold Contract.

day of MAJ. 1966. HOOD GNOTOR COMPANY INC. ASSIGNMENT WITH RECOURSE

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 that to the motor vehicle described therein to said Assignee, and warrants that the facts set forth in the Contract or true; that said motor vehicle is free of all liens and ancumbrances 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 saids motor vehicle is free of all liens and ancumbrances of whatever nature was sold to the Buyer in a bone fide time sales transaction; that a certificate of ittle with Assignee's Interest noted thereon has or will be issued for the said motor vehicle, that all parties thereto have copacity 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 an demand this Contract from the Assignee for the balance ramaining unpoid 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 low or otherwise, any rights against and grant extensions of time of payment to Buyer and other obligators.

..., 19.. (Dealer firm Name) 07.93<u>8</u> (Official Title)

ASSIGNMENT

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignea", its successors and assigns and hereby transfers title to the motor ehicle described therein to sold Assignee, and warrants that the facts set forth in the Contract are true; that sold motor vehicle is free of all liens and encumbrances of whotever nature or kind; that sold contract is genuine and in all things what it purports to be; that the undersigned has good title to sold motor vehicle and has the tight to transfer title thereto; that the sold motor vehicle was sold to the uyer in a bona fide time sales transaction; that a certificate of title with Assigned's interest nature determines the sold motor vehicle; that all parties thereto have capacity to contract; the porties thereto is a minor; and that the undersigned has no knowledge of any facts which impoir the validity of sold Contract or render it less valuable or valueless. If any of the warranties assisted to the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance remaining unpoid on soid 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 apposite the undersigned's signators below.

I. FULL REPURCHASE AGREEMENT

LIMITED REPURCHASE AGREEMENT

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

Official Title

Address of Degle

The undersigned further agrees that If the Buyer falls to pay the first forth in the contract hereby assigned and if Assignee repossesses the sold motor vehicle described in sold Contract, the undersigned will purchase from Assignee the sold motor vehicle in accordance with the provisions of Dealer's Protection Agree-ment No. 1, and will so purchase sold motor vehicle although Assignee has without undersigned's consent, waived defaults

made by the Buyor in performing said contract and/or granted extensions of time to said Buyor in which to perform.

Address of Declar

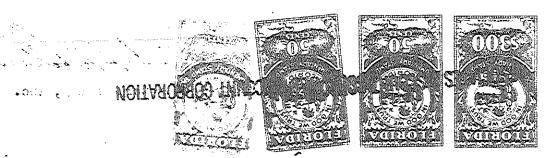
PARTIAL REPURCHASE AGREEMENT The undersigned further agrees that if Assignee repossesses the motor vehicle described in sold contract, the under-

demand will pay to Assignee \$_______or purchase the motor vehicle from a nee in its then condition and lacation, and will so pay or purchase although Assignee has or purchase the motor vehicle from Assignee for the ther consent, waived defaults made by the Buyer in performing said contract and/or granted extensions of time to said Suyer in which to perform.

Dealer

Official Title

Address of Degler



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