

ASSOCIATES DISCOUNT CORPORATION,	:	CIRCUIT COURT OF
a corporation	:	IN THE COURT OF
	:	XXXXXXXXXXXXXXXXXXXX
Plaintiff,	:	BALDWIN
	:	XXXXXX COUNTY, ALABAMA
-VS-	:	
	:	
EMANUEL POSE	:	
	:	
Defendant	:	CASE NUMBER: <u>9439</u>

The Plaintiff claims of the Defendant SEVEN NUNDRED
NINE DOLLARS AND 72/100 (\$ 709.72)

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. Tahn
MEMBER APPEARING

DEFENDANT MAY BE SERVED AT:

PERCY J. POSE
POINT CLEAR, ALABAMA

FILED

AUG 20 1970

ALICE J. DUCK CLERK
REGISTER

Emanuel Pose
General Delivery
Phone 928 2736
c/o Percy J. Pose. Point Clear, Ala.
STATE OF Alabama
COUNTY OF Baldwin County

ITEMIZED ACCOUNT AND AFFIDAVIT

ACCOUNT OF Emanuel Pose.

1. Time Balance: 3057.48
2. Installments Paid -
- | Date | Amt. | Date | Amt. | Date | Amt. | Date | Amt. |
|---------|-------|------|------|------|------|------|------|
| 7-7-66 | 84.93 | | | | | | |
| 7-27-66 | 84.93 | | | | | | |
| 8-22-66 | 84.93 | | | | | | |
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| | | | | | | | |
- Total Amount Paid: 254.79
3. Unpaid Time Balance (Item 1 minus Item 2): 2802.69
4. Expense of Repossession and Sale 101.26
(a) Repairs: _____
(b) Other (Specify): _____

- Total Expenses: 101.26
5. Total Debit (Item 3 plus Item 4): 2903.95
6. Credits -
- | | |
|-------------------------|----------------|
| (a) Proceeds of Sale: | <u>1650.00</u> |
| (b) Refunded Ins. Prem. | <u>257.41</u> |
| (c) Other (Specify): | <u>286.82</u> |
| | _____ |
| | _____ |
- Total Credits: 2194.23
7. Sum Sued For (Item 5 minus Item 6): 709.72

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 1st
day of April, 1970.

Pauline C. Gottschall (LS)
Notary Public for _____

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

Emanuel Pose

(Write or Type Buyer's Name Plainly)

residing at 301 Concordia Blvd.

Number

Street

Pensacola

City

Escambia

Zone No.

County

Florida, hereby agree to purchase of

Muldon Motor Company, Inc.

(Seller), of the City of

Pensacola

Florida

	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number
One	New	Mustang	8	66	2dr.	H/T	6T07C-195215		
Radio	<input checked="" type="checkbox"/>	Heater	<input checked="" type="checkbox"/>	Automatic Transmission	<input type="checkbox"/>	Overdrive	<input type="checkbox"/>	Power Steering	<input type="checkbox"/>
						Power Brakes	<input type="checkbox"/>	Window Lifts	<input type="checkbox"/>
								Air Conditioning	<input 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

\$ 2961.61

DOWN
PAYMENT

Trade-in 1961 Buick Wildcat

(Description)

Equity \$ 794.89

Cash

\$ -0-

2. Total Down Payment \$ 794.89

3. The difference between Items 1 and 2 \$ 2166.72

4. The amount of license, taxes, and official fees \$ 465

5. Insurance Premiums \$ 355.72

(Check Insurance Coverages Included in Contract.)

COVERAGES APPLICABLE TO MOTOR VEHICLE for Term 36

Months, effective

April 28

1966

☒ \$ 50.00 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.

6. Principal Balance (sum of Items 3, 4 and 5) \$ 2527.09

7. Finance charge \$ 530.39

8. The Time Balance (sum of 6 and 7) \$ 3057.48

and I promise to pay at the office of the holder hereof or at such other place as it shall, from time to time, direct, 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 \$ 84.93 and a final installment of \$ beginning on 6-15 19 66

(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 hereunto have set their hands on this 28th day of April 1966

Buyer Emanuel Pose SEAL

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

Purchaser

Signs

Buyer Emanuel Pose SEAL

Muldon Motor Company, Inc.

(Dealer)

Dealer

Signs

By [Signature] (Owner, Officer or Firm Member)

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.

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 hereof against loss by fire, theft and collision for the period of the term of this contract under a policy providing that loss, if any, shall be payable to me and the holder of this contract as our respective 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 promise to pay the cost thereof 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 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 premium 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 and all refunds or returns of unearned 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 received 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 for insurance toward the satisfaction of the last 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 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 28th day of April, 19 66 Muldon Motor Company, Inc.
(Dealer Firm Name)

By [Signature]
(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 28th day of April, 19 66 Muldon Motor Company, Inc.
(Dealer Firm Name)

By [Signature]
(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____

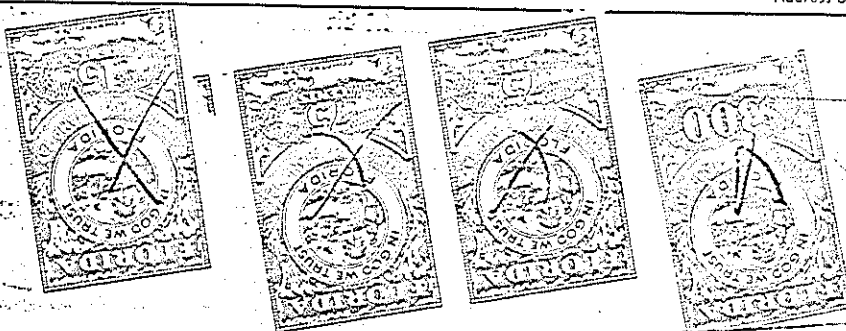
Dealer
By _____
Official Title
Address of Dealer _____

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. 9439

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Emanuel Pose

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.....

Emanuel Pose

Defendant.....

by Associates Discount Corporation, a corporation

Plaintiff.....

Witness my hand this 20th day of August 1970

Deane J. Shuck Clerk

No. 9439

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

ASSOCIATES DISCOUNT CORPORATION

A Corp.

Plaintiffs

vs.

EMANUEL POSE

Defendants

SUMMONS AND COMPLAINT

Filed August 20, 19 70

Alice J. Duck

Clerk

Engel & Smith

P. O. Box 1045 Plaintiff's Attorney
Mobile, Alabama

Defendant's Attorney

Defendant lives at

Received In Office

Aug. 20 19 70

Taylor Wilkins Sheriff

I have executed this summons

this August 21, 19 70

by leaving a copy with

Emanuel Pose

Sheriff claims 80 miles at

100 Cents per mile Total \$ 8.00

TAYLOR WILKINS, Sheriff

by W. C. Cook
DEPUTY SHERIFF

W. C. Cook Sheriff

Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

80 miles \$8.00

Emanuel Pose
General Delivery
Phone 928 2736

559E, 024-15 Pensacola
Reposessed 10-13-66

c/o Percy J. Pose. Point Clear, Ala.
STATE OF Alabama
COUNTY OF Baldwin County

ITEMIZED ACCOUNT AND AFFIDAVIT

ACCOUNT OF Emanuel Pose.

1. Time Balance: 3057.48
2. Installments Paid -
- | Date | Amt. | Date | Amt. | Date | Amt. | Date | Amt. |
|---------|-------|------|------|------|------|------|------|
| 7-7-66 | 84.93 | | | | | | |
| 7-27-66 | 84.93 | | | | | | |
| 8-22-66 | 84.93 | | | | | | |
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| | | | | | | | |
- Total Amount Paid: 254.79
3. Unpaid Time Balance (Item 1 minus Item 2): 2802.69
4. Expense of Repossession and Sale - 101.26
- (a) Repairs: _____
- (b) Other (Specify): _____
- Total Expenses: 101.26
5. Total Debit (Item 3 plus Item 4): 2903.95
6. Credits -
- (a) Proceeds of Sale: 1650.00
- (b) Refunded Ins. Prem. 257.41
- (c) Other (Specify): 286.82
- Total Credits: 2194.23
7. Sum Sued For (Item 5 minus Item 6): 709.72

Before me personally appeared M.E. Gare.,
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. Gare

SWORN TO before me this 1st
day of April, 1970.

Barbara A. Gottschall (LS)
Notary Public for _____

My Commission Expires Notary Public, State of Florida at Large
My commission expires June 26, 1972

Emanuel Pose residing at 301 Concordia Blvd.
(Write or Type Buyer's Name Plainly) Number Street
Pensacola Escambia Florida, hereby agree to purchase of
City Zone No. County
Muldon Motor Company, Inc. (Seller), of the City of Pensacola, Florida

	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number								
One	New	Mustang	8	66	2dr.	H/T	6T07C-195215										
Radio	<input checked="" type="checkbox"/>	Heater	<input checked="" type="checkbox"/>	Automatic Transmission	<input type="checkbox"/>	Overdrive	<input type="checkbox"/>	Power Steering	<input type="checkbox"/>	Power Brakes	<input type="checkbox"/>	Window lifts	<input type="checkbox"/>	Air Con-ditioning	<input 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 \$ 2961.61
- DOWN PAYMENT** { Trade-in 1961 Buick Wildcat Equity \$ 794.89
(Description)
Cash \$ -0-
2. Total Down Payment \$ 794.89
3. The difference between Items 1 and 2 \$ 2166.72
4. The amount of license, taxes, and official fees \$ 165
5. Insurance Premiums \$ 355.72

(Check Insurance Coverages Included in Contract.)

COVERAGES APPLICABLE TO MOTOR VEHICLE for Term 36 Months, effective April 28, 1966

☒ \$ 50.00 Deductible Collision, ☒ Comprehensive, ☐ Fire, Theft and Combined Additional Coverages ☐ 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.

6. Principal Balance (sum of Items 3, 4 and 5) \$ 2527.09
7. Finance charge \$ 530.39
8. The Time Balance (sum of 6 and 7) \$ 3057.48
- and I promise to pay at the office of the holder hereof or at such other place as it shall, from time to time, direct, 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 instalments of \$ 84.93 and a final installment of \$ beginning on 6-15, 1966
(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 hereunto have set their hands on this 28th day of April, 1966

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

Purchaser
Signs

Buyer Emanuel Pose SEAL

Muldon Motor Company, Inc.
(Dealer)

Dealer
Signs

By James E. ...
(Owner, Officer or Firm Member)

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.

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 hereof against loss by fire, theft and collision for the period of the term of this contract under a policy providing that loss, if any, shall be payable to me and the holder of this contract as our respective 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 promise to pay the cost thereof 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 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 premium 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 and all refunds or returns of unearned 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 for insurance toward the satisfaction of the last 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 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 28th day of April, 19 66

Muldon Motor Company, Inc.

(Dealer Firm Name)

By

(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 30th day of April, 19 66

(Dealer Firm Name)

By

(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.

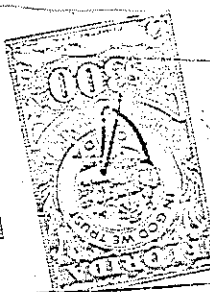
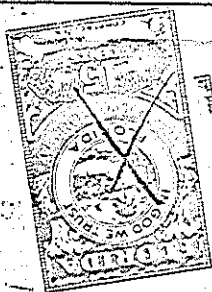
Dated this _____ day of _____, 19 _____

Dealer

By

Official Title

Address of Dealer



ASSOCIATES DISCOUNT CORPORATION,
a corporation

Plaintiff,

-VS-

EMANUEL POSE

Defendant

CIRCUIT COURT OF
IN THE ~~COURT OF~~

~~GENERAL SESSIONS OF~~
BALDWIN
~~MOBILE~~ COUNTY, ALABAMA

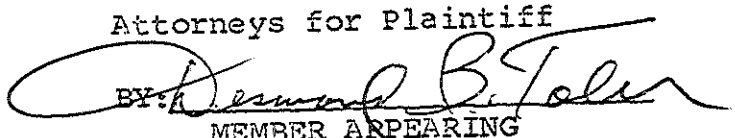
CASE NUMBER: 9439

The Plaintiff claims of the Defendant SEVEN HUNDRED
NINE DOLLARS AND 72/100 (\$ 709.72)

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:

PERCY J. POSE
POINT CLEAR, ALABAMA