ASSOCIATES DISCOUNT CORPORATION,

IN THE COURTXOR

a corporation

Plaintiff,

BALDWIN

MOEXEE COUNTY, ALABAMA

CIRCUIT COURT OF

-VS-

EMANUEL POSE

Defendant

CASE NUMBER: 9439

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

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:

PERCY J. POSE POINT CLEAR, ALABAMA

AUG 2 0 1970

ALIGE J. DUCK CLERK REGISTER

5598, 024-15 Pensacola Emanuel Pose Repossessed 10-13-66 General Delivery Phone 928 2736 c/o Percy J. Pose. Point Clear, Ala. STATE OF Alabama Alabama ITEMIZED ACCOUNT AND AFFIDAVIT Baldwin County COUNTY OF ACCOUNT OF Emauel Pose. Time Balance: <u>3057.48</u> 2. Installments Paid -Date Amt. Date Amt. Amt. Date Amt. 7-7-66 84.93 7-27-66 84.93 8-22-66 84.93 254.79 Total Amount Paid: 3. Unpaid Time Balance (Item 1 minus Item 2): 2802.69 Expense of Repossession and Sale 101.26 (a) Repairs:(b) Other (Specify): 101.26 Total Expenses: Total Debit (Item 3 plus Item 4): 2903.95 Credits -1650.00 (a) Proceeds of Sale: (b) Refunded Ins. Prem. 257.41 (c) Other (Specify): Total Credits: 2194.23 709.72 7. Sum Sued For (Item 5 minus Item 6): Before me personally appeared who, being duly sworn, says that he is of the Jacksnoville, Florida. Office of Associates Discount Corporation, and as such he has personal knowledge of the foregoing Account; that it is true and correct; and that no part of M.E.Care. the sum sued for has been paid by discount or otherwise.

SWORN TO before me this lst day of April , 1970.

Sworn To before me this lst lst lay of April (LS)

Notary Public for

My Commission Expires My commission expires June 26, 1970

ı, Îmanı		residing et301 Concordia Blvd.									
Pensa	(Write or Type Buyer's No acola	ome Fidiniyi		में द	embia	Num	Number Street				
City			Zопо		County	Florida, hereby agree to purch					
Muldor	Motor Compan	y, Ine.		{Seller}	, of the City of_	Pe	ensacola		Florid		
New or Used	Make of Mator Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	Licenso N			
One New	Mustang	8	66	2dr.	H/T	6T07C-195	215				
Radio D Heater	XX Automotic Transmission	Over	drive	Power Steering	Power [Window	Air Con-				
together with all equipmen Items (1, 4, 5 and 7) in the	t and accessories thereon	, all of which a	are incuded			ed berein for a To	ditioning	Other	XX		
1. Total Bona Fide Cash Pi	rice of Motor Vehicle if b	uver had elec-	tod to him f				idi iime Selling i	rice equal to th	ie sum c		
TOTAL TIME Selling PRICE	as nerein recited	• • • • • • • • • • • •	• • • • • • • • •	• • • • • • • • • • • • • •			*********	<u>\$ 2961.6</u>	1		
DOWN Trade-in	1961.1	Buick, Lid	r. Sed	.		Equity \$	794.89				
								t exist in it.			
2. Total Down Payment		• • • • • • • • • • • • • • • • • • • •			• • • • • • • • • • • • • • • • • • • •			s 794.8			
3. The difference between	Items 1 and 2				• • • • • • • • • • • • • • • • • • • •		,	s 2165.7	2		
4. The amount of license, to	axes and official fees							\$ <u>1,65</u>			
5. Insurance Premiums				رزوم دولاد داد داد استامه	er demokratie lieuwe kan	è .	Ēlitoņa	s 355.7			
Check losurance Cover	ones included in Contract	1									
COVERAGES APPLICABLE	E TO MOTOR VEHICLE fo	r Term	36	Month	s, effective	Apr	11_28		9 <u>66</u>		
OTHER INSURANCE CO	Deductible Collision, F OVERAGES—XX Credit Lil	<u>tx</u> ∟omprehens fe, ∏ Acciden	ive, 🔛 Fire, t and Healt	Theft and Comb h	ined Additional (Coverage Road	Service.				
	BODILY INJURY A	ND PROP	ERTY D	AMAGE LIA	BILITY INSU	RANCE NOT I	NCLUDED				
	ed insurance included here	iNo	insurance i	nciuded unless ch	ecked above						
6. Principal Balance (sum o	f Items 3, 4 and 5)			in the Cut, Covers	only the person v	vnose signature tirst	appears below.				
7. Finance charge		****						* -2527.0 9	}		
8. The Time Balance Isum a	and the second second					* * * * * * * * * * * * * * * * * * * *	***********	\$\$\$ \$\$	ヹ <u>゙</u>		
							Time Balance in	\$ 3057.48	rency of		
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in 36 monthly inst	allments of \$ 84.	7.5 an	d a fina	l installment	of \$	beginnir	ng on 6-	151	19_66		
and continuing on the same a due at the option of the ow	day of each month thereaf vner hereof without notice	ter until fully p	aid. If any o	f said installments	be not paid whe	n due, then all unpo	id installments sh	th & Day) all immediately	ьесоте		
I promise to pay to : less than ten days in an amou	the Seller or other holder	of this contro	ict a delinquitor\$5.00 v	tency and collect	ion charge on e	ach installment of th	is contract in def	ault for a period	d of not		
time is of the essen-	ce of this contract and if	I fail to nav a	inv of the in	ctallmosts whos	والمرازي والمساوية المساوية	ttt					
insecure, all unpaid installme	ents, at the option of the l	holder shall im	yonisi nie nie modiotely k	nor vehicle, or it	me event of bai	nkruptcy or my insol	vency or if the h	older shall deen	m himseli		
natice and all sums paid her	eunder may be retained fo	or use of the ve	phicla Any	or venicle may be	and take posses	sion of it and sell it	at public or privi	ate sale with or	without		
may be held without liability chased under this contract a or his for application to an											
•••	, amount of medical controls in	CONGC! WITH	excess, it di	iy, io be returned	i io me.						
abbuse mor to the beat	e motor vehicle purcl ment of such costs, ex	KDENSES ONG	GEOTHEV	s tees in cond	ACTION WITH TH	a ratakina ata-i					
		IO IS DV INCIC	11 0100666	OF IT THE PARM	KIDD IC BALLAN	10001	- 11a	. <i>f</i> .1			
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meer and confidential	er seen application a	ny surplus si	hall be pa	rid to the buye	er and the buy	ana men 10 me rer shall remain l	satistaction c lable for any	of the balance	e due		
mpere enjer occin appi	icanon.										
	agree to the "Statement				reverse side here	of, which the under	signed each agre	e shall constitut	e a part		
	erein shall mean "we" if n			•							
NOTICE TO THE BUY	exact copy	this contract of the contr	ct before	you read it o	or if it contain	ns any blank spo	ces. 2. You	are entitled	to an		
I hereby ackno	wledge receipt of	a true co	py of th	is contract o	ind warrant	to each purch	naser of the	seller's int	terest		
erein that this instru	ument contains all	of the agr	eements	of the partie	s regarding	the property h	erein descri	oed.			
in Witness Whereof,	the parties hereunto have	set their hand	ls on this	28th.	day of	Δ	pril	10 (66		
and the state of the sequences	and the Section of th	" out maken the second		E	~		•		××		
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	/		_	Muldon	Notor Con	many, Inc.			: •		
						olen	. /, ^.		Dealer		
00798 Rev. 6-65	(Witness)	12	— Ву	<u>/ </u>	10 wner, Officer	or Firm Members	206/24	7	Signs		
The second secon	·· .				, Omear	Tomas,	7				

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

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 hereoff. Interther 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.

agreement is assigned to an attorney not a salaried employee of the holder for collection or repassession 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 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, providing that loss, if any, shall be 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 concelled by the insurer and a return premium received thereon at the highest lawful contract and are turn premium scherefor are thereon at the highest lawful contract rate until paid. If the holder chooses not to obtain therewith similar insurance from another carrier and if the premiums therefor are 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 moturing-installment of this contract.

Any and all refunds or returns of uncarned insurance protecting the holder alone against loss and to apply any remainder toward the satisfaction of the last indebtadness evidenced by this contract.

indebtadness evidenced by this contract and me to time apply all sums not expanded for insuran	ay,be collected and nee toward the satisf	receipted for by the	e holder in its name Tturing installment in	or in mine at a	ny time. The holde	r of this contrac	security for t
	Δ.	SSIGNMENT WIT	HOUT BECOME	-			1 to 1 to 1 to 1
For value received, the undersigned hereby assivential described therein to said Assignee, and warrents Contract is genuine and in all things what it purports to Buyer in a bone fide time sales transaction; that a certific that none of the parties thereto is a minor; and that the cherein contained be untrue, the undersigned hereby prom	igns this Contract to Assist that the facts set forth be; that the undersignerate of title with Assigne	ociates Discount Corpo i in the Contract are tested and has good title to said te's interest noted there.	ration, hereinalter calle le; that said motor vehi d motor vehicle and ha on has or will be issued	id "Assignee", its su icle is free of all lie s the right to transf	or title thereto; that to	ne said motor vehic	or kind; that so
Doted this 28th. day of April	19 66	Muldon Mot	or Company		- Av	and J	
	· · · · · · · · · · · · · · · · · · ·		(Dealer Firm Name) · · · · · · · · · · · · · · · · · · ·	<u> </u>	(Official Ti)	7
For value received, the undersigned hereby essigned to the motor vehicle described therein to said Assigned that it is said Contract is genuine and in all things who was said to the Buyer in a bone fide time salest transpectaneously to contract; that none of the parties thereto is If any of the warranties herein contained be untrue, the The undersigned guarantees payment of the unpoint and notice of defaults and consents that the Assignee matime of payment to Buyer and other abligators.	gns this Contract to Asso gnee, and warrants that nat-in purcorts to be; the ction: that a certificate a minor; and that the u undersigned heraby pro	at the undersigned has g of title with Assignee's undersigned has no kno- amises to purchase on d	ation, hereinofic realises a Contract are true; the cood fille to said motor interest notec thereon wledge of any locts wh emand this Contract fre	vehicle and-has the has or will be issued ich impair the valid on the Assignee for	e right to transfer title ed for jhe said motor ity of said Contract o	thereto; that the s vehicle; that all par r render it less volu	I whatever natural motor vehic riles thereto have table or valuele:
TO A MODEO	· .						1.7
Dated this day of	19		(Dealer Firm Name		By	et Ny 12 mars	
27.1	<u> </u>	ASSIGN		,		(Official Titl	e)
For value received, the undersigned hereby assigned vehicle described therein to said Assigned, and warronts Contract is genuine and in all things what it purports to Buyer in a bona fida time sales transaction; that a certifica that none of the parties thereto is a minor; and that the wherein contained be untrue. The undersigned hereby promited that a part of the foregoing instrument, the undersiture below.	ore of title with Assigned indersigned has no know hises to purchase an de-	e's interest noted thereco dedge of any facts which	n has ar will be issued h impair the validity of	for the said motor said Contract or re	venicle, that all partie	s thateto have capt	acity to contrac
1. FULL REPURCHASE AGREEMENT		n de la		Dated this	day of		19
The undersigned further agrees that if Assignee rundersigned will purchase from Assignee the said motor varieties. Agreemant No. 1, and will so purchase said motor vehic (lefoults made by the Buyer in performing said contract and	vehicle in accordance : cle although Assigned h	with the provisions of	Dealer's Protection	Ву	Official T	îřle	
2. LIMITED REPURCHASE AGREEMENT			er de la Maria de la Section d	Dated this	* *	9 () 1 ()	V - 1 - 200 - 9
The undersigned further agrees that if the Buyer for forth in the contract horoby assigned and if Assignee repundersigned will purchase from Assignee the said mater vehic	poils to pay the first	to measurable and all the state to	is obligation as set said Contract, the	outed this	Dealer	*	, 19
ment No. 1, and will so purchase said motor vehicle altho- made by the Buyer in performing said contract and/or gran	luch Assionee has withou			Ву	Official T	tle	
and the second of the second of the second					Address of D	ealer	<u> </u>
er kart in tit i den i de Francisco de transcente de Francisco de Francisco de Grando de Grando de Grando de G Grando de Grando de G	1	univas em numps.	to be a transfer and the	popular of August		esiei	
3. PARTIAL REPURCHASE AGREEMENT	•	, .		Dated this	day of		19
	1					12 14 1	
The undersigned further agrees that if Assignee rep					Dealer		
inpaid balance in its then condition and location, and will sconsent, woived defaults made by the Buyer in performing swhich to perform.	or purchase the m so pay or purchase all- said contract and/or gr	nough Assigned has win	Confirmational and all and a	3y	- C Official Til	en Grand (
	7;1				Address of D	idier	
	- H		- C CHANGE OF THE PARTY OF THE	:24		2.1.25	

67 PAGE 194

THE STATE OF ALABAMA BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9439TERM, 19......

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon	er rose
We can	
	<u>,</u>
to appear and plead, answer or demur, within the	nirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State o	f Alabama, at Bay Minette against
Emanuel Pose	
Associates Discount	Corporation, a corporation
	Plaintiff
Witness my hand this 20th day of Au	gust 19.70.
	Olice J. Duck Clerk

Enp 8-21-70 VOL 67 PALE 1925

No. 9439 Page	Defendant lives at
THE STATE OF ALABAMA BALDWIN COUNTY	Soldani Ivos de
CIRCUIT COURT	Recieved In Office
ASSOCIATES DISCOUNT CORPORATION,	Quq. 30 19.70 Quqlov Wilkers Sheriff
Plaintiffs	I have executed this summons
vs. EMANUEL POSE	this
Defendants	Emanuel Pose
SUMMONS AND COMPLAINT	7
Filed August 20, 19.70 Alice J. Duck Clerk	TAYLOR WILKINS, Sheriff
Ø.v.	DEPUTY SHIERE
se de la companya de Se de la companya de	
P. O. Box 1045 Plaintiff's Attorney Mobile, Alabama Defendant's Attorney	Sheriff Deputy Sheriff
	Modre Printing Co Bay Minette, Ala.
The section	80miles \$8.00

Emanuel Pose Repossessed 10-13-66 General Delivery Phone 928 2736 STATE OF Percy J. Pose. Point Clear, Ala. Alabama ITEMIZED ACCOUNT AND AFFIDAVIT Baldwin County ACCOUNT OF Emenel Pose. Time Balance: 3057 1.8 2. Installments Paid -Date Date Amt. Date Amt. Amt. Date Amt. 7-7-66 8), 93 7-27-66 81..93 8-22-64 81.03 254.79 Total Amount Paid: 2802.69 Unpaid Time Balance (Item 1 minus Item 2): Expense of Repossession and Sale -(a) Repairs:(b) Other (Specify): 101.26 Total Expenses: 5. Total Debit (Item 3 plus Item 4): Credits -(a) Proceeds of Sale: (b) Refunded Ins. Prem. Other (Specify): Total Credits: 2194.23 709.72 7. Sum Sued For (Item 5 minus Item 6): M.E.Care. Before me personally appeared ____ who, being duly sworn, says that he is of the Jacksnnville. Florida. office of Associates Discount Corporation, and as such he has personal knowledge of the foregoing 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 ___lst day of April

My Commission ExpireSMy commission expires June 26, 1979

	, Emani	uel Pose		residing of 301 Concordia Blvd.								
(Write or Type Buyer's Name Plainly) Pensacola							Num		Street			
-	rensa	City		Zone		County		oy agree	ree to purchaso o			
	Muldo	n Motor Company	, Inx.		[Seller	, of the City of	Pe	ensacola			, Florida	
	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	l u	conse Num	nber	
One	New	Mustang	8	66	2dr.	H/T	6T07C-199	215				
Radio	Heater	Automatic Transmission	Over	drive 🔲	Power Steering	Power Brokes	Window [Air Con- ditioning		Other	XX.	
togethe	r with all equipmen	nt and accessories thereon, e following tabulations	all of which o	are incuded	in the term "mo	tor vehicle" as use	ed herein, for a To	tal Time Selling P	rice equ	al to the	sum of	
1. Tota	l Bona Fide Cash I	Price of Motor Vehicle if b							. 29	61.61	_	
	-	e as herein recited						79)1 89	>			
DO\ PAYA	MENT Cosh		Descrip	Tra. Bac		Approximate the second second	S	-0-				
2. Tota										94.89)	
		n Items 1 and 2							s 21	66,72	2	
		taxes, and official fees							\$	1,65		
5. Insur	ance Premiums			A Section 1		and the second of the second o	à	<u> Danaga</u>	ş· 3	55.72	<u> </u>	
(Che	ck Insurance Cove	erages Included in Contract	.)			***	*** *					
-		BLE TO MOTOR VEHICLE fo Deductible Collision, &					2.4	ml_28		19	66 -	
OTH OTH		COVERAGES—XCX Credit Li				omed Additioner (zoveroge <u>CC</u>) kodo	5614166.				
		BODILY INJURY A			AMAGE LIA		RANCE NOT	INCLUDED				
It is I	nereby mutually ag	reed insurance included her					vhose signature firs	appears below.				
6. Princ	cipal Balance (sum	of Items 3, 4 and 51				•				27.09		
7. Finar	ce charge		· · · · · · · · · · · · · · · · · · ·	<u> </u>	• . • . • . • . • . • . • . • . • . • .					30.39		
8. The	Time Balance (sum	of 6 and 71		A		<i></i>		·	\$ 30.	57.48		
	ted States of Amer	ica as at the time of payme	ent shall be le	gal tender	for the payment	of public and privi	ate debts,				,	
in 36	_monthly in:	stallments of \$ <u>84</u> ,	<u>93 </u>	nd a find	al installmer	nt of \$	beginni	ing on 6-	15 nih & Doyl		<u>9 66</u>	
		e day of each month therea		paid. If any	of sold installmen	its be not paid whe	en due, then all unp				pecome	
	I promise to pay to	o the Seller or other holde ount not in excess of 5% of	r of this contr	ract a deline	quency and colle	ction charge on e lesser. Waiver of	ach installment of t	this contract in de of constitute wai	fault for	ra periad	default.	
	Time is of the ess	ence of this contract and it	I fail to pay	any of the	installments whe	due or otherwise	breach or fail to	perform any of th	e provis	sions or p	promises	
insecur	e, all unpaid install	evy of execution or other p lments, at the option of the	holder, shall i	immediately	become due an	d payable without	notice or demand.	The holder hered	of may, v	without no	otice or	
notice	and all sums paid h	out process of law enter an oreunder may be retained f	or use of the	vehicle. Any	personal effects	in or upon the ve	hicle at the time of	retaking may be	taken a	nd such p	property	
chased	under this contract	lity until demanded by me. t and transfer, set-over, and	assign to said	holder any	and all refunds c	r returned premiun						
	, .	any existing indebtedness f the motor vehicle pure			•		at public sale. T	he proceeds o	of such	sale st	hall be	
		ayment of such costs, e y the court if the retak										
neces	sary expenses	of storing the motor v	ehicle, not	to excee	d one dollar	(\$1.00) per da	y, and to the a	ctual cost of p	ublishi	ng the	notice	
		per as required in sub After such application										
unpaid	d after such ap	plication.				•			•		J	
	contract.	ller agree to the "Statemen				ie reverse side her	eot, which the und	ersigned each ag	ree shall	Constitut	e a part	
	the second second	d herein shall mean "we" if			•		• Ltt					
NOTE	CE TO THE BI	UYER: 1. Do not sigr exact copy				f or if it conta	ins any blank s	paces. Z. tou -	are e	milled	to an	
	i hereby ack	nowledge receipt o	f a true c	opy of t	his contract	and warran	t to each pur	chaser of th	e selle	er's in	terest	
heren	n that this ins	trument contains al	i or the ag	reemen	is of the par	nes regarding	3 me propeny	nerein desci	ibea.			
***************************************	In Witness Where	of, the parties hereunto hav	ve set their ha	nds on this	28th	day of	$\alpha \in \mathcal{A}$	April	· · · · · ·	, 19_	66	
		_	5×2	В	ryer Z	maridan Accident and	Health Insurance as in	2	SEAL	Pur	chaser	
		2 1 - 1 - ~	1/				person electing above	110,0000				
. 7	Joe y	Hac buse		Bu	ryer Con	enuil	Joseph		SEAL		Signs	
		AAAituezzi C			Muldo	n Motor Co	moany. Inc				:	
		·				_ >	Dealer)	2 4 0		i	Dealer Toru	
100700	D 1 15	(Witness)	, , , , , , , , , , , , , , , , , , ,	Ву	, X eine	1 Owner, Office	or or Firm Member	me Lh			Signs	
600798	Rev. 6-65	regions and the Control of the Contr				, a	•					

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 country or filing district in which I now reside without written permission from the holder of and possession of said motor vehicle. I shall not sell, encumber or lease the vehicle

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.

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 winder 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 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 thereof at the highest lawful contract require point.

If any motor vehicle insurance obtained by the holder of this contract under the terms hereof is subsequently concelled by the insurer and a return premium received therefrom, the holder after each such concellation 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 leavful 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.

shall not be obligated to purchase a policy of single interest insurance professing the holder. Some and assigned to the holder hereof as an additional security for the indebtedness orideneed by this sontract, 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 nine apply all sums not expended for insurance toward the satisfection of the last maturing installment of this contract.

ASSIGNMENT WITHOUT RECOURSE

to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor torth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said

Buyer in a bone fide time soles tran that none of the darties thereta is a herein contained be untrue, the und	a minar, and that the	and market and the control of			of said	Contract or i	render it le repaid on s	ess valuot aid Conti	ole or value	oto have ca veless. If any	pacity t	o contro warran
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or king; that said Contract is genuit was sold to the Buyer in a bone of capacity to contract; that name of If any of the warranties hardin con	ne and in all things who ide time sales transact the parties thereto is a tained be untrue, the u	it it purports to be; ion; that a certifica a minor; and that the indersigned hereby i	that the undersigned to of title with Ass e undersigned has promises to purcha	signee's interest noted there no knowledge of any facts v se on demand this Contract	tor vehi ton has which in from th	cle and-has the or will be issu apair the valid a Assignee to	e right to ed for the ity of said the balar	transfer t said mot Cantrac	s and enci itle theret or vehicle or rende ning unpo	marances of the control of the contr	orties the parties of	ever, not star vehi sereto ho r valuelo
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CIRCUIT COURT OF

ASSOCIATES DISCOUNT CORPORATION,

a corporation

IN THE COURTXOR

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Plaintiff,

BALDWIN

MORINE COUNTY, ALABAMA

-VS~

:

EMANUEL POSE

Defendant

CASE NUMBER: 9439

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

MEMBER ARPEARING

DEFENDANT MAY BE SERVED AT:

PERCY J. POSE POINT CLEAR, ALABAMA