# ENGEL, SMITH & TOLER

### ATTORNEYS AT LAW

SUITE 910 VAN ANTWERP BUILDING P. O. BOX 1045

MOBILE, ALABAMA 36601

TELEPHONE AREA CODE 205 438-3625

MYLAN R. ENGEL LEO A. SMITH. JR. DESMOND B. TOLER DAVID L. BARNETT

July 13, 1971

Mrs. Eunice Blackmon Clerk Baldwin County Circuit Court Baldwin County Courthouse Bay Minette, Alabama

Re: Associates Financial Services Co., Inc.

Vs: Alex Cook

Baldwin County Circuit Court Case No. 9479

Dear Mrs. Blackmon:

By agreement between Attorney David O. Bark and myself we would like the above styled case passed. It is set for trial July 16th, 1971.

Thanking you in advance for your cooperation in this matter, I remain,

Very sincerely yours,

ENGEL, SMITH & TOLER

David L. Barnett

DLB/dw

cc: David O. Bark

DAVID O. BARK ATTORNEY AT LAW 405 VAN ANTWERP BUILDING MOBILE, ALABAMA 36602 April 27, 1971

Mrs. Alice Duck Clerk of the Circuit Court Baldwin County, Alabama

> Re: Associates Discount Corp. vs Alex Cook, Jr. Circuit Court Case No. 9479 My file # 70551

Dear Mrs. Duck:

I am the attorney for the defendant in the above entitled cause and since filing an appearance in this case I have moved from The First National Bank to my present headquarters, 405 Van Antwerp Building.

I would appreciate your marking your records of my change of address so that any notices as regards trial date, etc. on this case will come to me without having to go through the First National Bank and perhaps getting lost.

Your courtesies are appreciated.

Very truly yours,

David Back

David O. Bark

DOB/esb

ASSOCIATES DISCOUNT CORPORATION, a corporation,

Plaintiff

7S

ALEX COOK, JR.,

Defendant

IN THE CIRCUIT CLORY OF BALIWIN COUNTY, ALABAMA CIVIL DIVISION

CASE # 9479

# ANSTER

Comes the defendant in the above entitled cause and for answer to the plaintiff's complaint, says as follows:

CNE

That he is not guilty of the matters alleged therein.

TWO

That he is not indebted to the plaintiff in any amount.

# THREE

That the alleged account sued upon is based on the sale of a 1966 Buick automobile; said 1966 Buick being repossessed by the plaintiff before the commencement of this suit and at the time of said repossession the plaintiff agreed with the defendant that the amount of money then due on said contract was cancelled and the parties thereto agreed that the contract was paid in full.

### FOUR

That the account sued upon is barred by the Statute of Timitations.

FIVE

STATE OF ALABAMA) COUNTY OF MORLE

Personally appeared before the undersigned authority, in and for said County and State, Alex Cook, Jr., defendant in the above entitled cause, and demies the correctness of the account sued on; demies liability to the plaintiff and demies the whole account set forth in the items of the alleged itemized, verified account

ex Pook Jr

n to and subscribed before me on this the  $\int {m au}$  day of October, 1970.

I, David O. Bark, attorney for defendant, certify that I have mailed a copy of the above to Engel and Smith, Attorneys for plaintiff, on this the f1 day of October, 1970.

67 PAGE 223

ndout demands a ti . Bouh, atter for ile

ASSOCIATES DISCOUNT CORPORATION, a corporation

CIRCUIT COURT IN THE COURT OF BALDWIN COUNTY,

SENERAL SESSIONS OF

Plaintiff,

MOBILE COUNTY, ALABAMA

-VS-

ALEX COOK, JR.

.

Defendant

CASE NUMBER: 9479

The Plaintiff claims of the Defendant SEVEN HUNDRED SIXTY DOLLARS AND 48/100 (\$ 760.48)

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:

P. O. Box 155 Montrose, Alabama



SEP 1 1 1970

ALIGE J. DUCK REGISTER

STA	TE OF	labana.		)				
COL	INTY OF _	Baldwin			TEMIZED	ACCOUNT	AND AF	FIDAVIT
	AC	COUNT OF	Ale	c Cook				
1.	Time Ba	lance:	Insurance Insurance					215.12
2.	Install	ments Pa		add on	3//-00		TOTAL	4729.10
~-	Date	Amt.	Date	Amt.	Date	Amt.	Date	Amt.
		120.89	7-12-67 8-29-67	131.98 263.96	<u> </u>			
	11-30-6	<b>6 131.</b> 98						
		6 130.89 130.89						
	3-7-67	131.16						
	<u> </u>							
	6-13-67	131.98				,		
	Total A	mount Pa	id:					561.58
	Unpaid	Time Bal	ance (It	em l mi	nus Ite	m 2):		3167.52
<b>+ •</b>	(a) R	of Repo epairs: ther (Sp			le - 3 <b>3.15</b>			e e
	Т	otal Exp	enses:					83.15
5 _	Total D	ebit (It	em 3 plu	s Item	4):			3250 £7
5.	(b) R	- roceeds efunded ther (Sp	Ins. Pre	em.	2000.00 229. 260.	94		
	T	otal Cre	dits:					2h90 J9
ı				Tt	()			760.48
nho f or	Sum Sue  Be being the Jac poration ng Accou sum sue	fore me duly swo ksonville, and as nt; that	personal rn, says <u>Florida.</u> such he it is t	ly appe that h has pe rue and	arede isoff	fice of knowledg t; and t	Associa e of th hat no	tes Disco e fore- part of
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	of		,	, <u>1970</u>	•			
// Not	ary Publ	// //dic for _	ttsek	all_	(]	LS)		
Лаг	Commissi	on Expir	es	Notary Public	, State of Flor	ida at La <del>rc</del> a		

FLORIDA RETAIL INSTALLMENT CONTRACT ORIG Rev. Alex Gook. Box residing at Alabama FRANCE, hereby ogree to purchase Baldwin, Mount Rose Baker Caswell Motor Company DeFuniak Springs (Seller), of the City of Florida New or Used Make of Motor Vehicle No. Cyl. Yeor Model No. Type of Body Serial Number One Buick 1966 8469 333 L25 Daed Power Steering Air Con-Х  $\mathbf{X}$ À Г - 4 Overdrive Other with all equipment and accessories thereon, all of which are incuded in the term "motor vehicle" as used herein, for a Total Time Selling Price equal to the sum of ns (1, 4, 5 and 7) in the following tabulation usteed of for U.C.I.T(1215.36)... 1. Total Bona Fide Cash Price of Motor Vehicle if buyer had elected to buy for cash instead of for 4275.00 Trodo-in ... 1963. Buick. Wildcat. \$2000.00. Less. Due. Equity \$. DOWN PAYMENT 948.64 2. Total Down Pay 4 The amount of license, taxes, and official fees S.T.\$45.50; T & T \$3.14: D.S.\$6.30 54.94 5. Insurance Premiums. C.L. \$127.36; P.D. Outside 127.36 tCheck Insurance Coverages Included in Contract.)
COVERAGES APPLICABLE TO MOTOR VEHICLE for Term Months, effective 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. 3508.66 736.46 7. Finance charge..... 1,215.12 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, 117.92 and a final installment of \$\_ 9/15/66 36monthly installments of  $_{-}$ beginning on Month & De 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 im 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 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, lavy 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 insocure, 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. MOTICE 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. 1966 in Witness Whereof, the parties hereunto have set their hands on this Purchaser Signa SEAL swell Сą Mo Compan

### ADDITIONAL COVENANTS

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

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. Liuther agree to pay such ottorneys 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, their 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 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 poid.

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 cancellation may but shall not be obligated to obtain therewith similar insurance from another corrier and if the premiums, I promise to pay such additional amounts at such time or times as the holder of this contract demands together with interest thoreon 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

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 fast maturing installment of this contract.

### ASSIGNMENT WITHOUT RECOURSE

ereby assigns this Contract to Audit discretishing the facts set forth in the Contract profession be: that the undersigned has good at a certificate of title with Assigned's interest to that the undersigned has no knowledge of a contract to the profession of the the promises to purchase on demand this Commission of the contract of t o Associates Discount Corporation, haromalter called r forth in the Contract are true; that said motor vehicl Forvalue received, the undersigned he vehicle described therein to soid Assignee, and Contract is genuine and in all things what it bull but in a bone lide time soles transaction; that

ASSIGNMENT WITH RECOURSE

For value received, the undersigned noreby assigns this Contract to Associates Discourt Corporation, herdicalter called "Assignmen", its successors and assigns, with full recourse, and hereby transfers title to the motor vehicle described therein to said Assignmen, and worrants that the facts set forth in the Contract are true; that said motor vehicle is free of all liens and encumbrances of whotever nature or kind; that said Contract is genuine and in all things what it purcerts to be, that the undersigned has good title to said motor vehicle and has the right to transfer liftle thereto; that the said motor vehicle was said to the Bourer in a bond fide time sales transaction; that a certificate of title with Assigned has not holvidedge of any facts which impair the validity of said Contract or render it less valuable or valuates, famy of the warranties herein contained be untrue, the undersigned hereby promises to purchase an demand this Contract from the Assignee for the balance remaining unable or said Contract.

The undersigned guarantees payment of the undersigned hereby promises to purchase and demand this Contract from the Assignee for 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, compremise or release, by operation of law or otherwise, any rights against and grant extensions of time of payment to Buyer and other obligators.

ASSIGNMENT

ASSIGNMENT:

For value received, the undersigned hyreby assigns this Contract to Associates Discourt Corporation, bereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor for value received, the undersigned hyreby assigns that the lock set forth in the Contract are true; that said motor vehicle is free of all liens and incumbrances of whatever nature or kind; that said react is genuine and in all things what it purports to be; that the undersigned has appeal title to said motor vehicle what the transfer title thereto, that the value motor vehicle was said to the rin a bona lide time sales transaction; that a certificate of title with Assignee's interest nates wherean has or will be issued for the said motor vehicle; that all cortrest hereto have contract; once 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 warrenties in contained by untrue, the undersigned hereby promises to purchase on demand this Contract from the Assignee for the balance demand untrue, the undersigned has the invalue in additional to the proposition of the proposition becaused by the consensation by the contained by the contensation in the undersigned being additional and the proposition to the proposition of t

(Dealer firm Name)

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

## 1. FULL REPURCHASE AGREEMENT

2. LIMITED REPURCHASE AGREEMENT

The undersigned further agrees that 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 Agreement No. 1, and will so purchase sold motor vehicle offhough Assignee has without undersigned's consent, waived defaults made by the Buyer in performing sold contract and/or granted extensions of time to said Buyer in which to perform.

# \_day of\_\_\_ Official Tiffe

(Official Title)

Address of Dealer

Official Title

Address of Dealer

Degler Official Title

Address of Dealer

# PARTIAL REPURCHASE AGREEMENT

The undersigned further agrees that if Assignee repossesses the motor vehicle described in said contract, the underor purchase the motor vehicle from Assignee for the then signed upon demand will pay to Assignee \$\_\_\_\_\_\_or purchase the motor vehicle from Assignee for the then unpaid bolonce in its then condition and location, and will so pay or purchase offbough Assignee has without undersigned's asent, waived defaults made by the Buyor in performing sold contract and/or gronted extensions of time to sold Buyor in which to perform.









ASSOCIATES DISCOUNT CORPORATION, a corporation

CIRCUIT COURT

IN THE KOMEN OF BALDWIN COUNTY,

EXPERSIONS OF

Plaintiff,

MORNER KONINGER ALABAMA

-VS-

ALEX COOK, JR.

Defendant

CASE NUMBER: 9479

The Plaintiff claims of the Defendant SEVEN HUNDRED **(\$** 760.48 SIXTY DOLLARS AND 48/100

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:

P. O. Box 155 Montrose, Alabama

SEP 1 1 1970

ALISE I. DUDA CLERK REGISTER

STA	TE OF	Alabama		)					
cou	NTY OF	Baldwin		} <u>I</u>	TEMIZED	ACCOUNT	C AND AF	FIDAVIT	
	I	ACCOUNT OF	Alex	Cook					
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2.		llments Pa	aid -			Δ			
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	12-29 1-23- 3-7-6	-66 130.89 67 130.89 7 134.16							
	5-12- 6-13-								
	Total	Amount Pa	iid:				l	561.58	
3.	Unpaid	d Time Bal	.ance (It	em l mi	nus Ite	m 2):		3167.52	
4.		se of Repo Repairs: Other (Sp		and Sa	le - 33•15				
		Total Exp	enses:					83.15	
5.	Total	Debit (It	em 3 plu	s Item	4):			3250.67	
6.	Credit (a) (b) (c)	s - Proceeds Refunded Other (Sp	Ins. Pre		2000.00 229.9 260.	94			
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Nota	o <i>ubaa</i> ary Pub	olic for	GAZLA	all_	( ]	LS)			
Му- С	Commiss	- ion Expir		y Public, State emmission ex			***		-•

	. Rev.	Alex Cook.	Jr.	ros	ding at	P. O.	Box 155	
	Mount	(Write or Type Buyer's Not Rose	no Plainly)		lwin,			agree to purchase .
		ow aswell Motor		Zone No,	County	DeFunfak		
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One						`	<del>- 325 H.R</del>	
-	<u>Used</u> □	Bulck Automotic		066 8469	lDr.	6H143333	425 C.I	*
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2. Tota	ol Down Payment				• • • • • • • • • • • • • • • • • • • •		\$	948.64
. 3. The	difference betwee	n Items 1 and 2					\$_	_3326.36_
		taxes, and official fees. S						
5. Insur	rance Premiums		l\$127.3	}6.; P.D.	. Putside		\$	<u> 127.36</u>
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•		Deductible Collision, [ COVERAGES—[] Credit Li		-	Combined Additions	al Coverage. 🗌 Road	Service.	
OH	TER HYSOKAINCE	BODILY INJURY A	ND PROPERT	Y DAMAGE			NCLUDED	•
lt is	hereby mutually ag	reed insurance included her			ess checked abovel overs only the perso		appears below.	
6. Prin	cipal Balance (sum	of Items 3, 4 and 51	•••••				\$ <u></u>	3508.66
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and I p	romise to pay at thited States of Ame	n of 6 and 71	of or at such other ont shall be legal to	place as it shall, f nder for the payπ	ram time to time, di ent of public and p	rect, the amount of sai rivate debts,	d Time Balance in su	ch coin or currency of
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and co due at	ntinuing on the sam the option of the I promise to pay t	ne day of each month thereco owner hereof without notice to the Seller or other holde yount not in excess of 5% of	ifter until fully paid. e or demand, er of this contract a	f any of said instal	llments be not paid v	when due, then all unp n each installment of ti	imonta aid installments shal nis contract in defat	& Day! I Immediately become sit for a period of not
insecui deman notice may be chased	or if attachment, lead installed and with or withe and all sums paid to held without liab, tunder this contract	tence of this contract and it evy of execution or other planets, at the option of the out process of law enter an ereunder may be retained liftly until demanded by metat and transfer, set-over, and any existing indebtedness	rocess issues agains holder, shall immed y pramises where so for use of the vehicl I hereby authorize I assign to said holde	t the motor vehicle iately become duried id motor vehicle res. Any personal ef the holder hereof er any and all refur	e, or in the event of a and payable withon ay be and take po- fects in or upon the to cancel any poli- ids or returned premise.	bankruptcy or my inso but notice or demand, ssession of it and sell i vehicle at the time of cy of insurance upon s	Ivency or if the hol The holder hereof r t at public or privat retaking may be tal aid motor vehicle o	der shall deem himself nay, without notice or e sale with or without sen and such property r other insurance pur-
appli as mo nece: of sa unde:	Upon default, ed first to the pay be allowed be stary expenses le in a newspar this contract. It is defer such appearance of the such app	the motor vehicle puri- ayment of such costs, and the court if the retak of storing the motor velocities as required in sulf After such application optication.	chased hereunde expenses and attempting is by legal prehicle, not to expection (4) of any surplus shall	er may be reported to the corneys' fees in rocess or, if the corner of t	ossessed and sol connection with e retaking is not lar (\$1.00) per i , Florida Statute e buyer and the	h the retaking, stor by legal process, day, and to the ac es, and then to the buyer shall remain	ing and sale of to the payment tual cost of pub e satisfaction of liable for any b	the motor vehicle of the actual and dishing the notice the balance due palance remaining
of this	contract.	iller agree to the "Statemen				hereot, which the unde	stzidued each adteo	snail constitute a part
NOT		d herein shail mean "we" il <b>UYER:</b> 1. Do not sigi	•			ntains any blank sp	paces. 2. You d	ire entitled to an
			of the contrac	t you sign.				
herei	in that this in:	strument contains a	l of the agree	ments of the	parties regard	ing the property	herein describ	ed.
	In Witness Where	oaf, the parties hereunto ha	ve set their hands o	n this 15		Aug <b>ust</b>	W d	1966
	1		•	Buyer AS	Credit Life Accident	and Health Insurance as in	Studed SE	AL Percheser
	/	ah o		<i>a</i> €7		the person lighting above		-625
_1/	Mquia	Wykosa gotak	<u> </u>	Buyer Lo	120- 60	<u>~~/h</u>	se	Signa AL
				Baker	Caswell :	Motor Comp	any /	- Dogler
15	20118/12		2			No cook		
	Secretary of the second	1 1 Comment		Ev	3044 <u>67</u>			Signs

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 soid 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 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 low 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.

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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, thefr and collision for the period of the term of this contract under a policy providing that loss, it 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 under the timeses thereon of the lighest lawful contract rare until poid.

ost thereof at such time or times as the holder of this contract demands together with interest thereon of the tighest 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 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 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

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

its successors and assigns and hereby transfers title to the motor the motor and encumbrances of whatever nature or kind; that said motor vehicle was said to the vehicle described therein to said Assignee, and worrants that the facts set-forth in the Contract are true, that said motor vehicle described therein to said Assignee, and worrants that the facts set-forth in the Contract are true, that said motor vehicle 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 burner in banno lide time sales transaction; that a certificate of title with Assignee's interest noted thereon has an will be issued to that none of the paties thereto is a minor; and that the undersigned has no knowledge of any facts which impair the saidity of shared contained be untrue, the undersigned hereby promises to purchase an demand this Contract from the Assigned for the half it. Assignen", its successors and assigns amonocomes nature of its free of all liens and encombrances of whatever nature of right to transfer title thereto; that the said motor vehicle the said motor vehicle; that all parties thereto have coparations or render it less valuable or valueless. If any of

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## ASSIGNMENT WITH RECOURSE

ASSIGNMENT WITH RECOURSE

For value received, the undersigned hereby assigns this Contract to Associate Discount Corporation, hereinafter called "Assignee", its successors and assigns, with full recourse, and hereby transfers or kind; that said Contract is genuine and in all things what it purcers to be; that the undersigned has good title to said motor vehicle is free of all liens and encumbrances of whatever nature was sold to the Buver in a bono fide time soles transaction; that a certificate of title with Assignee's interest noted thereon has or will be issued for the said motor vehicle, that appears that none of the parties thereto is a minor; and that the undersigned has no knowledge of any focts which immair the validity of said Contract is that all parties thereto have any of the warranties herein contained be untrue, the undersigned hereby promises to purchase an demand this Contract from the Assignee for the balance remaining unclaid 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 me of payment to Buyer and other obligators.

(Dealer Firm Name) (Official Title)

### ASSIGNMENT

For value received, the undersigned hereby assigns this Contract to Associates Discount Corporation, hereinafter called "Assignee", its successors and assigns and hereby transfers title to the motor vehicle described therain 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 Buyer in a bone fide time sales transaction; that a certificate of fille with Assignee's interest noted thereon has an will be issued for the said motor vehicle; that all parties thereto have capacity to contract; that nature 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 warrenies as a part of the foregoing instrument, the undersigned's obligation in addition to those stated in the proceeding paragraph are governed by the paragraph set forth apposite the undersigned's signature below.

### 1. FULL REPURCHASE AGREEMENT

The undersigned further agrees that if Assignee repossesses the said motor vehicle described in said Controct, the undersigned will purchase from Assignee the said motor vehicle in accordance with the provisions of Decler'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 Degle Official Title

### 2. LIMITED REPURCHASE AGREEMENT

The undersigned further agrees that if the Buyer fails to pay the first 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 described in said Contract, the ment No. 1, and will so purchase said motor vehicle although Assignee has without undersigned's consent, waived defaults made by the Buyer in performing soid contract and/or granted extensions of time to said Buyer in which to perform.

Address of Deale Dealer Official Title Address of Dealer

### 3. PARTIAL REPURCHASE AGREEMENT

The undersigned furthar agrees that if Assignee repossesses the motor vehicle described in said contract, the underupon demand will pay to Assignee \$\_ \_or purchase the motor vehicle from Assignee for the then ild balance in "12 than condition and location, and will so pay or purchase although Assignee has without undersigned's consant, waived defaults made by the Buyer-in performing said contract and/or granted extensions of time to said Buyer in

Deple Official Title Address of Degler









600798

THE	STATE OF	ALABAMA
	BALDWIN COU	INTY

Circuit Court, Baldwin County

No...9479 TERM, 19......

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Comma	nded to Sumi	monA	LEX COOK, JR.		
			***************************************		
***************************************			,	,	
to appear and plead, a	nswer or do	emur, withi	n thirty days from	the service hereo	f, to the complain
filed in the Circuit Court	of Baldwin (	County, Stat	e of Alabama, at	Bay Minette agair	nst
by					
With and this	llth	day of	September	1	9

9-25=70

10L 67 PAGE 222

No9479 Page	Defendant lives at			
THE STATE OF ALABAMA BALDWIN COUNTY	Defendant lives at			
CIRCUIT COURT	Recieved In Office			
ASSOCIATES DISCOUNT CORP.,	Sept. 11, 19.46.			
	(X14 lov Wilkow Sheriff			
А. Соър.,	I have executed this summons			
Plaintiffs	this 25 Sept 1922			
PEU: MONTHOSE	by leaving a copy with			
ATEX COOK, JR. 1901  Office Defendants	alex Cook, gas.			
SUMMONS AND COMPLAINT	<u> </u>			
Filed September 11, 19.70	TAYLOR WILKING SHERIN			
Alice J. Duck Clerk	DEPUTY SHEARE 5			
Engel & Smith				
Plaintiff's Attorney  Defendant's Attorney	Sheri Deputy Sheri			
P.O. Box 155 Montros	Moore Printing Co Bay Minette, Ala.			

David Barrell Called # 9479 Witness out of Pocket Please continue once once will Non suit will Non suit will Non suit will wonder work term! all prior continues were for David Bark the Dependant now the Ply ask you this continuous.