

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 O. Bark

David O. Bark

DOB/esb

ASSOCIATES DISCOUNT CORPORATION, a
corporation,

Plaintiff

VS

ALEX COOK, JR.,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
CIVIL DIVISION

CASE # 9479

ANSWER

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

ONE

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 com-
mencement 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 can-
celled and the parties thereto agreed that the contract was paid in full.

FOUR

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

FIVE

STATE OF ALABAMA)
COUNTY OF MOBILE)

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

Alex Cook Jr
ALEX COOK, JR.

CLERK
REGISTER
ALICE L. DICK

Subscribed to and subscribed before me on this the 12 day of October, 1970.

David O. Bark
NOTARY PUBLIC

David O. Bark
DAVID O. BARK
ATTORNEY FOR DEFENDANT

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 12 day of October, 1970.

VOL 67 PAGE 223 David O. Bark
DAVID O. BARK

Defendant demands a trial by jury in this cause
David O. Bark, atty for defendant

ASSOCIATES DISCOUNT CORPORATION,
a corporation

Plaintiff,

-VS-

ALEX COOK, JR.

Defendant

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

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

BY: Demond B. Talley
MEMBER APPEARING

DEFENDANT MAY BE SERVED AT:

P. O. Box 155
Montrose, Alabama

FILED

SEP 11 1970

ALICE J. DUCK CLERK
REGISTER

Alex Cook, Jr.
P.O. Box 155
Montrose, Ala.

5647, 884-27 Marianna
Repossessed 11-10-67

STATE OF Alabama

COUNTY OF Baldwin

ITEMIZED ACCOUNT AND AFFIDAVIT

ACCOUNT OF Alex Cook

1. Time Balance: Insurance Add on \$106.92 4245.12
Insurance Add on 377.06 Total 4729.10

2. Installments Paid -

Date	Amt.	Date	Amt.	Date	Amt.	Date	Amt.
9-19-66	120.89	7-12-67	131.98				
11-1-66	120.89	8-29-67	263.96				
11-30-66	131.98						
12-29-66	130.89						
1-23-67	130.89						
3-7-67	134.16						
4-12-67	131.98						
5-12-67	131.98						
6-13-67	131.98						

Total Amount Paid:

1561.58

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

3167.52

4. Expense of Repossession and Sale -

(a) Repairs: 83.15

(b) Other (Specify): _____

Total Expenses:

83.15

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

3250.67

6. Credits -

(a) Proceeds of Sale: 2000.00

(b) Refunded Ins. Prem. 229.94

(c) Other (Specify): 260.25

Total Credits:

2490.19

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

760.48

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 20
day of March, 1970.

Barbara O. Gottschall (LS)
Notary Public for _____

My Commission Expires _____

Notary Public, State of Florida at Large
My commission expires June 25, 1973

Rev. Alex Cook, Jr.

residing at

P. O. Box 155

(Write or Type Buyer's Name Plainly)

Number

Mount Rose

Baldwin,

Alabama

xxx
Florida, hereby agree to purchase

City

Zone No.

County

Baker Caswell Motor Company

(Seller), of the City of

DeFuniak Springs

Florida

	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number								
One	Used	Buick	8	1966	8469	4Dr.	6H143333	325 H.I. 425 C.I.									
Radio	<input checked="" type="checkbox"/>	Heater	<input checked="" type="checkbox"/>	Automatic Transmission	<input checked="" type="checkbox"/>	Overdrive	<input type="checkbox"/>	Power Steering	<input checked="" type="checkbox"/>	Power Brakes	<input checked="" type="checkbox"/>	Window Lifts	<input checked="" type="checkbox"/>	Air Conditioning	<input checked="" type="checkbox"/>	Other	<input 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 U.C.I.T. (1215.36) \$ 4275.00

DOWN { Trade-in 1963 Buick Wildcat. \$2000.00 Less Due Equity \$ 784.64
PAYMENT { Cash \$ 164.00

2. Total Down Payment \$ 948.64

3. The difference between Items 1 and 2 \$ 3326.36

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 \$ 137.36

(Check Insurance Coverages Included in Contract)

COVERAGES APPLICABLE TO MOTOR VEHICLE for Term Months, effective 19

☐ \$ Deductible Collision, ☐ Comprehensive, ☐ Fire, Theft and Combined Additional Coverage. ☐ Road Service.

OTHER INSURANCE COVERAGES—☐ Credit Life, ☐ Accident and Health

BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE NOT INCLUDED

(No insurance included unless checked above)

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

6. Principal Balance (sum of Items 3, 4 and 5) \$ 3508.66

7. Finance charge \$ 736.46

8. The Time Balance (sum of 6 and 7) \$ 4245.12

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.

in 36 monthly installments of \$ 117.92 and a final installment of \$ beginning on 9/15/66 19

(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 15 day of August 1966

Buyer Rev Alex Cook Jr SEAL

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

Purchaser

Buyer Elex Cook SEAL

Signs

Baker Caswell Motor Company

(Dealer)

Dealer

By [Signature]

(Owner, Officer or Firm Member)

Signs

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 premiums therefor are greater than the amount of return premiums, I promise to pay such additional amounts at such time or times as the holder of this contract demands together with interest thereon at the highest lawful contract rate until paid. If the holder chooses not to obtain such insurance protecting both the holder and myself against loss, the holder may but shall not be obligated to purchase a policy of single interest insurance protecting the holder alone against loss and to apply any remainder toward the satisfaction of the last maturing installment of this contract.

Any 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 15 day of August 1964 Bob Smith (Dealer Firm Name) Bob Smith (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 obligators.

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

ASSIGNMENT

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

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

1. FULL REPURCHASE AGREEMENT

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

Dated this _____ day of _____, 19____

By _____ Dealer

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____

By _____ Dealer

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____

By _____ Dealer

Official Title

Address of Dealer



ASSOCIATES DISCOUNT CORPORATION,	:	CIRCUIT COURT
a corporation	:	IN THE COUNTY OF
	:	BALDWIN COUNTY,
Plaintiff,	:	GENERAL SESSIONS OF
	:	MOBILE COUNTY, ALABAMA
-VS-	:	
	:	
ALEX COOK, JR.	:	
Defendant	:	CASE NUMBER: <u>9479</u>

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

BY: *D. Samuel B. Tolson*
MEMBER APPEARING

DEFENDANT MAY BE SERVED AT:

P. O. Box 155
Montrose, Alabama

FILED

SEP 11 1970

ALICE J. DUCK CLERK
REGISTER

Alex Cook, Jr.
P.O. Box 155
Montrose, Ala.

5647, 884-27 Marianna
Reposessed 11-19-67

31

STATE OF Alabama

COUNTY OF Baldwin

ITEMIZED ACCOUNT AND AFFIDAVIT

ACCOUNT OF Alex Cook

1. Time Balance: Insurance Add on \$106.92 4245.12
Insurance Add on 377.06 Total 4729.10

2. Installments Paid -

Date	Amt.	Date	Amt.	Date	Amt.	Date	Amt.
9-19-66	120.89	7-12-67	131.98				
11-1-66	120.89	8-29-67	263.96				
11-30-66	131.98						
12-29-66	130.89						
1-23-67	130.89						
3-7-67	134.16						
4-12-67	131.98						
5-12-67	131.98						
6-13-67	131.98						

Total Amount Paid: 1561.58

3. Unpaid Time Balance (Item 1 minus Item 2): 3167.52

4. Expense of Repossession and Sale -

(a) Repairs: 83.15
(b) Other (Specify): _____

Total Expenses: 83.15

5. Total Debit (Item 3 plus Item 4): 3250.67

6. Credits -

(a) Proceeds of Sale: 2000.00
(b) Refunded Ins. Prem. 229.94
(c) Other (Specify): 260.25

Total Credits: 2490.19
760.48

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

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

M.E. Care

SWORN TO before me this 20
day of March, 1970.

Barbara A. Gotschall (LS)
Notary Public for _____

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

Rev. Alex Cook, Jr.

residing at

P. O. Box 155

(Write or Type Buyer's Name Plainly)

Number

Mount Rose

Baldwin,

Alabama xxx

City

Zone No.

County

Florida, hereby agree to purchase

Baker Caswell Motor Company

(Seller), of the City of

DeFuniak Springs

Florida

	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number
One	Used	Buick	8	1966	8469	4Dr.	6H143333	325 H.I. 425 C.I.	
Radio	<input checked="" type="checkbox"/>	Heater	<input checked="" type="checkbox"/>	Automatic Transmission	<input checked="" type="checkbox"/>	Overdrive	<input type="checkbox"/>	Power Steering	<input checked="" type="checkbox"/>
								Power Brakes	<input checked="" type="checkbox"/>
								Window Lifts	<input checked="" type="checkbox"/>
								Air Conditioning	<input checked="" type="checkbox"/>
								Other	<input 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 U.C.I.T. (1215.36) \$ 4275.00
DOWN { Trade-in 1963 Buick Wildcat \$2000.00 Less Due... Equity \$ 784.64
PAYMENT { (Description)
Cash \$ 164.00

2. Total Down Payment \$ 948.64

3. The difference between Items 1 and 2 \$ 3326.36

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.I. \$127.36; P.D. Outside \$ 127.36

(Check Insurance Coverages Included in Contract.)

COVERAGES APPLICABLE TO MOTOR VEHICLE for Term Months, effective 19

☐ \$ Deductible Collision, ☐ Comprehensive, ☐ Fire, Theft and Combined Additional Coverage. ☐ Road Service.

OTHER INSURANCE COVERAGES—☐ Credit Life, ☐ Accident and Health

BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE NOT INCLUDED

(No insurance included unless checked above)

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

6. Principal Balance (sum of Items 3, 4 and 5) \$ 3508.66

7. Finance charge \$ 736.46

8. The Time Balance (sum of 6 and 7) \$ 4245.12

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,

in 36 monthly installments of \$ 117.92 and a final installment of \$ beginning on 9/15/66 19

(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 15 day of August 1966

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

Purchaser
Signs

Buyer Cleo Cook SEAL

Baker Caswell Motor Company

By [Signature] SEAL
40-year Officer or Firm Member

Dealer
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 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 premiums therefor are greater than the amount of return premiums, I promise to pay such additional amounts at such time or times as the holder of this contract demands together with interest thereon at the highest lawful contract rate until paid. If the holder chooses not to obtain such insurance protecting both the holder and myself against loss, the holder may but shall not be obligated to purchase a policy of single interest insurance protecting the holder alone against loss and to apply any remainder toward the satisfaction of the last maturing installment of this contract.

Any 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 15 day of August 1966
By [Signature] (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 _____ day of _____, 19____
By _____ (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____

By _____ 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____

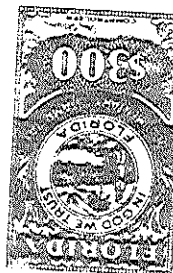
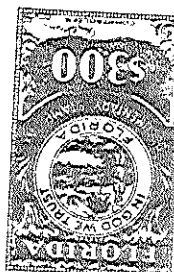
By _____ Dealer
By _____ Official Title
Address of Dealer _____

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____

By _____ Dealer
By _____ Official Title
Address of Dealer _____



SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9479

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ALEX COOK, JR.

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.....

ALEX COOK, JR. ... Defendant.....

by ASSOCIATES DISCOUNT CORPORATION, A Corporation

Plaintiff.....

Witness my hand this 11th day of September 19 70

Alice J. Cook Clerk

No. 9479

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

.....ASSOCIATES DISCOUNT CORP.,.....

.....A Corp.

Plaintiffs

vs.

BEW:
ALEX COOK, JR.

Defendants

SUMMONS AND COMPLAINT

Filed September 11, 1970

Alice J. Duck Clerk

Engel & Smith

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Sept. 11, 1970

(Nylon Wilkins) Sheriff

I have executed this summons

this 25 Sept 1970

by leaving a copy with

Alex Cook, Jr.

Sheriff claims

Bay County Court Total \$ 5.44

TAYLOR WILKINS Sheriff

BY Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

David Barnett
called #9479

Witness out of
Pocket Please

Continue once
more! will Non-suit
if Not ready
Next term!

all prior continues were
for David Berk the Defendant
Now the Plt ask for
this continuous -