

# RECEIPT

THE STATE OF ALABAMA, BALDWIN COUNTY  
CIVIL DIVISION, CIRCUIT COURT

No 8171

Case No. 9577

Date 12 - 10 - 20 1920

RECEIVED OF General Finance Corp. by David Gray Bell  
the sum of Twenty two + 00/100

Trial Tax \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
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\_\_\_\_\_ \$ \_\_\_\_\_

52  
Alice J. Blue  
As Circuit Clerk, Baldwin County, Ala.

Total \$ 25.00

By \_\_\_\_\_

State of Florida       )  
Escambia County       )

Before me, the undersigned Notary Public in and for said County and State, personally appeared W. E. SMITH, an agent of General Finance Corporation, as such agent and with full authority, who being by me duly sworn deposes and says that the property sued for in the complaint of General Finance Corporation v. David Gray Bell, filed in the Circuit Court of Baldwin County, Alabama, to wit: 1970 Dodge Truck 1/2 Ton pick-up D14AEOS 8 cylinder D14AEOS122615 with topper 2159, belongs to the plaintiff, General Finance Corporation.

Sworn to and subscribed before me  
on this 11<sup>th</sup> day of November, 1970.  
Affix Seal:

W. E. Smith  
Agent,  
General Finance Corp.

L. B. Boggs  
Notary Public, State of Florida at Large  
MY COMMISSION EXPIRES DEC. 29, 1971  
BONDED THROUGH FRED W. DIESTELHORST

State of Alabama       )  
Baldwin County       )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, That we, General Finance Corporation, Principal, and American Casualty Company of Reading, Pennsylvania, Sureties, are held and firmly bound unto David Gray Bell, his heirs, executors and administrators in the sum of \$3,557.42, for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the 25<sup>th</sup> day of November 1970.

The condition of the above obligation is such that whereas, the above bound General Finance Corporation has on the 6<sup>th</sup> day of November, 1970 sued out a writ of detinue in the Circuit Court of Baldwin County, Alabama, returnable to said Court against David Gray Bell for the recovery of the following described property, to wit:

1970 Dodge & Truck 1/2 Ton pick-up D14AEOS 8 cylinder  
D14AEOS122615 with Topper 2159

Now, if the said General Finance Corporation shall fail in said suit and shall pay to the said David Gray Bell, the defendant in said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void, otherwise, to remain in full force and effect.

*WE Smith*  
.....  
Agent,  
General Finance Corporation

.....  
Surety

American Casualty Company of  
Reading, Pennsylvania

*H. Austill Pharr*  
.....  
H. Austill Pharr, Attorney-In-Fact

December 8, 1970

I, John E. Mandeville, Clerk of the Circuit Court of Mobile County, Alabama, hereby certify that if the above bond were presented to me I would approve same.

*John E. Mandeville*  
.....  
Clerk, Circuit Court, Mobile County, Alabama

BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon DAVID BRAY BELL, of Route 2, Box 312-G, Bay Minette, Alabama, and to deliver to the Courthouse the personal property described in the following complaint, to appear within thirty days from the service of this writ, in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of General Finance Corporation, a Florida corporation, assignee of Hill-Kelly Dodge, Inc.

Witness my hand this 10 day of Dec 1970.

Clerk

\* \* \* \* \*

GENERAL FINANCE CORPORATION,

A FLORIDA CORPORATION,

ASSIGNEE OF

HILL-KELLY DODGE, INC., )

Plaintiff )

7.

DAVID GRAY BELL, )

Defendant )

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO 9577

## COMPLAINT

The Plaintiff claims of the Defendant the following personal property, to wit:

1970 Dodge Truck 1/2 Ton pick-up D14AEOS 8 cylinder  
D14AEOS122615, and Topper - Serial #2159

For on the 23d day of July, 1970, Defendant signed a security contract for the purchase of said personal property, and that on the next day this contract, a photostatic copy of which is attached and made a part of this pleading, was assigned from Hill-Kelly Dodge, Inc., to the Plaintiff, General Finance Corporation. Under the terms of this contract, Plaintiff is entitled to take possession of this personal property, the Dodge Truck, <sup>and Topper</sup> together with any other

chattels or things attached thereto or contained therein, if Defendant is in default or Plaintiff feels itself insecure. And Defendant is presently in default on this contract, the payment being \$104.63, and the remainder of the balance due is \$3,557.42. Plaintiff is entitled to the immediate possession of said chattel, with the value of the hire or use thereof during the detention, to wit: November 2, 1970, to November 6, 1970. A bond in sufficient amount is attached to this pleading and made a part thereof.

W.E. Smith  
Agent,  
General Finance Corp.

State of  
County of

I, a Notary Public in and for said county in said State, hereby certify that W.E. SMITH, whose name as agent of General Finance Corporation, a corporation, is signed to the foregoing petition, and who is known to me, acknowledged before me on this day that, being informed of the contents of the petition, he, as such agent and with full authority, executed the same voluntarily, and avers that all stated therein is true and correct, for and as the act of said corporation.

Given under my hand this the 6th day of NOVEMBER, 1970.

Affix Seal:

[Signature]  
My Comm. exp. 10/3/74

FILED

DEC 1 0 1970

ALICE J. DUCK CLERK  
REGISTER

Buyer (which means the Undersigned Buyers and Co-Buyers, jointly and severally), purchases from Seller on a Time Price Basis, upon the conditions set forth below and on the reverse side hereof, the following property (hereinafter called the "Property"), delivery and acceptance of which in good condition and repair is hereby acknowledged by Buyer

Buyer (which means the Undersigned Buyers and Co-Buyers, jointly and severally), purchases from Seller on a Time Price Basis, upon the conditions set forth below and on the reverse side hereof, the following property (hereinafter called the "Property"), delivery and acceptance of which in good condition and repair is hereby acknowledged by Buyer

Seller-Name and Address

Hill Kelly Dodge Inc.  
5771 Pensacola Blvd.  
Pensacola, Florida

New or Demo	Year	Make	Body Style	Model or Model No.	No. of Cyl.	Vehicle Identification Number
New	1970	Georgia Rambler	Topper			
Demo	1970	Dodge Truck	2-Ton Pick-up	D14AE0S	8	2159 D14AE0S122615

## EXTRA EQUIPMENT (Please Check)

<input checked="" type="checkbox"/> Automatic Trans.	<input checked="" type="checkbox"/> Power Steering	<input type="checkbox"/> Power Seats	<input checked="" type="checkbox"/> Air Conditioner	<input type="checkbox"/> High Perf. Engine—Cu. In. Disp. _____ H.P.
<input type="checkbox"/> 4-Speed Trans.	<input type="checkbox"/> Power Brakes	<input type="checkbox"/> Power Windows	<input type="checkbox"/> Vinyl Roof	<input checked="" type="checkbox"/> Radio <input type="checkbox"/> Accessory Group No. _____

1965 Dodge Coronet W357177106

Year and Make Identification Number

## MOTOR CLUB BENEFITS

☐ IAA membership authorized for term of \_\_\_\_\_ months at \$6.00 per year.

## NOTICE OF INSURANCE

Buyer authorizes Seller to obtain the following insurance coverages:

## (A) AUTOMOBILE PHYSICAL DAMAGE INSURANCE:

Coverages as elected below, for a term of \_\_\_\_\_ months from the date hereof, shall be based upon actual value of Property at time of loss, not to exceed limits of liability set forth in the policy, and shall be payable to Buyer, Seller or Seller's assignee, as interests may appear.

- ☐ Comprehensive  
☐ Fire & Theft  
☐ Towing and Labor  
☐ \$ \_\_\_\_\_ Deductible Collision  
☐ Combined Additional Coverage

\$ \_\_\_\_\_ (a)

## (B) CREDIT LIFE INSURANCE: \$113.00 (b)

Covers the scheduled UNPAID BALANCE at time of death.

## (C) CREDIT ACCIDENT AND HEALTH INSURANCE: \$ \_\_\_\_\_ (c)

When placed through Old Republic Life Insurance Company, covers total disability and sickness requiring doctor's care (subject to injury and illness exclusions contained in the policy) from the first day of any disability or sickness lasting more than 14 days, with maximum monthly benefits of \$150.00.

TOTAL COST OF INSURANCE \$113.00

- ☐ Credit insurance written through OLD REPUBLIC LIFE INSURANCE COMPANY, Chicago, Illinois.  
☐ Credit insurance written through \_\_\_\_\_, and subject to

the terms of separate insurance disclosure.

NOTICE TO BUYER: (1) You are not required to obtain the Credit Life and/or Credit Health and Accident Insurance for which a charge has been stated above and such insurance is not a factor in the Seller's approval of this credit. (2) You have the right to choose the person through whom the Automobile Physical Damage Insurance required under this contract is to be obtained. BUYER hereby requests and authorizes SELLER to obtain the insurance coverages for which a charge is included above.

Insured: David G. Bell Date 7-23-70

Insured: \_\_\_\_\_

THE INSURANCE CONTRACTED FOR IN CONNECTION WITH THIS SECURITY AGREEMENT DOES NOT PROVIDE FOR LIABILITY INSURANCE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

The foregoing contract is hereby accepted by the Seller named below and is hereby assigned to GENERAL FINANCE CORPORATION OF PENSACOLA in accordance with the terms of the Assignment set forth on the reverse side hereof and as initialed below.

Initial "WITHOUT RECOURSE" Initial "FULL RECOURSE" Initial "REPURCHASE"

"LIMITED GUARANTEE"

Initial To the extent of \$ \_\_\_\_\_ until \_\_\_\_\_ installments have been paid.

Executed by the parties hereto this 23rd day of July, 1970

## 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.

Buyer hereby acknowledges receipt of an exact and completely filled in copy of this contract at the time of its execution.

## RETAIL INSTALLMENT CONTRACT

Buyer: David G. Bell

Co-Buyer: \_\_\_\_\_

ADDITIONAL TERMS AND CONDITIONS

The Buyer promises to pay the said Total of Payments in accordance with the payment schedule contained herein. The Buyer further promises that if any installment of the said Total of Payments is not paid when due, then all unpaid installments of the said Total of Payments shall immediately become due without demand or notice. Title to remain in Seller until all sums are fully paid in cash.

Buyer agrees to keep said property free from taxes, liens and encumbrances, in Buyer's possession at address listed above, unless otherwise approved in writing by Seller, in good condition and repair, not to use said property illegally, improperly, or for hire, nor transfer any interest therein without Seller's consent in writing; not to misuse or abuse the said property.

Buyer further agrees to insure said property, with a company acceptable to Seller, said insurance to be for the entire term of this contract and to be for the benefit of both Buyer and Seller and further agrees to deliver to Seller a copy of said policy. In the event Buyer fails to furnish said insurance, Seller may at its option without demand or notice, and without any obligation to do so, insure said property in a manner and for an amount consistent with the interests created hereunder and charge the premium therefor, to Buyer, payment of which shall be secured by this instrument and shall be due upon demand. All proceeds (regardless of how realized) of any insurance, including dividends and returned premiums, are hereby assigned irrevocably by Buyer to Seller or its assigns first to be used to purchase new insurance if such be obtainable, then to liquidation of Buyer's indebtedness under this agreement, any excess to be returned to Buyer. Any insurance to be maintained by the Buyer as provided herein may be obtained by the Buyer through an agent of his choice or through the Seller or assignee of this contract.

Time is of the essence of this contract, and in the event of non-payment by Buyer, when due, of the said Total of Payments or any installment thereof, or if Buyer fails to perform or comply with any obligation or condition of this contract, or becomes bankrupt, or if a Receiver is appointed, or if any writ issued from any Court or any Distress Warrant shall be levied on said property, this contract shall be in default and the full amount remaining unpaid shall become immediately due and payable. Upon any such default or if Seller deems himself insecure, Seller may take possession of and remove (without liability) said property together with any other chattels or things attached thereto or therein contained, without notice, demand, or legal process, and for such purpose may enter upon any premises where said property may be and in so repossessing said property seller or assignee may take possession of any personal property contained therein not covered by this contract, which latter property seller or assignee will deliver to buyer upon written itemized demand by buyer within thirty (30) days by registered or certified mail, and upon failure of buyer to make such demand he shall be deemed to have abandoned such property and agrees that seller or assignee may sell or dispose of said property to defray costs and expenses of handling and storing such property and apply the excess to the balance due hereunder. If the Buyer does not redeem the property covered by this security agreement as provided by law, he shall forfeit all claim and right to such property, and Seller shall have the right to dispose of same by public or private sale, upon reasonable notice to Buyer, the proceeds of same to be applied first to the expense of repossession and sale, including reasonable attorney's fees; and then to the satisfaction of the secured indebtedness. Buyer agrees to pay any deficiency.

All remedies of Seller, whether provided for herein or conferred by law are cumulative rights and not alternative, and may be enforced successively or concurrently. The failure of Seller, upon knowledge of any default or violation hereof by Buyer, to enforce the rights or remedies herein given or conferred by law, shall not be construed as a waiver of any provision hereof or any right or remedy of Seller. Buyer waives and will not assert (as against any assignee and holder of this contract) any defenses, set-offs or counter-claims that Buyer may have against the Seller.

All of the terms and conditions of this contract shall apply to and be binding upon Buyer, his representatives, successors and assigns, and shall inure to the benefit of the Seller, his representatives, successors and assigns.

Buyer represents that he is of lawful age and has full legal capacity to contract; and that he has read this contract and states that it contains the entire agreement of the parties.

ASSIGNMENT

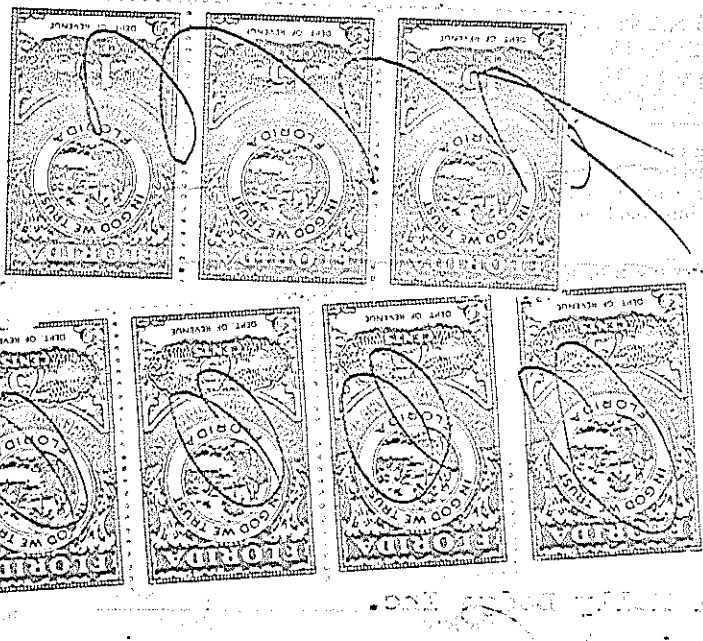
FOR VALUE RECEIVED, seller hereby sells, assigns and transfers all his right, title and interest in and to this instrument, and in and to the property described herein, to the General Finance Corporation and/or its subsidiaries and affiliated companies, its successors and assigns. In order to induce said assignee to accept assignment of the Security Agreement, seller warrants that said instrument is genuine and in all things what it purports to be; that the seller has good title to the said property and the right to transfer said title, and has caused the lien evidenced by this instrument to be shown on the Certificate of Title (if a Certificate of Title is required by the State where the vehicle is to be kept) covering the vehicle described herein; that all parties to this instrument are of legal age and have legal capacity to contract; that seller has no knowledge of any fact which might impair the validity of said instrument or render it less valuable, or valueless; that Buyer's true name is signed to said instrument; that the instrument is a valid lien upon the property; that the description of the property is true and correct; that the property was delivered to, and accepted by the Buyer in good and satisfactory condition and such property has not been used for the commercial transportation of persons or property, or for work by law enforcement agencies, that the Deferred Payment Price stated in the instrument is correct; and there is not defense to it; that the down payment was made in full, in cash and/or trade, and no portion of it is owing by separate note or open account; that the statements of the Buyer are true. Should any difference or dispute arise as to the truth of any statement made in connection with this transaction, seller agrees to repurchase this instrument for the amount owing thereon, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to collect the same. The Seller warrants that it has complied with Title I (Truth in Lending Act) and Title V (General Provisions) of the Consumer Credit Protection Act (Public Law 90-321; 82 Stat. 146 et seq.) and the rules and regulations promulgated thereunder. In addition thereto, this assignment is subject to the provisions set out on the face of this contract in the paragraph initiated by seller. Seller agrees that failure to initial the applicable paragraph shall signify its intention to grant holder full recourse in case of default. Liability of seller arising out of or incident to this assignment shall not be affected by any indulgence, compromise, settlement, extension, or variation of terms of the within agreement effected with, or by the discharge or release of the obligation of Buyer or any other person interested, by operation of law or otherwise. Seller waives all notice, including but not limited to, notice of acceptance, assignment, non-performance, compromise, settlement, extension, discharge, or variation of terms of this agreement. The parties hereto disclaim any terms or agreements other than those set forth herein.

"WITHOUT RECOURSE". The assignment of said contract is and shall be without recourse against the seller.

"FULL RECOURSE". Seller unconditionally guarantees payment of all installments of this contract, and in case of default for any reason it will pay said assignee, its successors and assigns, the balance owing under this instrument, together with costs, expenses and reasonable attorney's fees incurred by the holder in attempting to enforce the terms hereof.

"REPURCHASE". Seller agrees to pay said assignee, its successors and assigns, the balance owing under this contract, together with costs, expenses, and reasonable attorney's fees incurred by the holder in attempting to enforce the terms hereof in the event that the holder repossesses the property, listed herein, and delivers it to the seller at his place of business, or elsewhere.

"LIMITED GUARANTEE". Seller agrees to protect said assignee, its successors and assigns, against any loss to the holder arising from any default by Buyer and to save the holder harmless to the extent shown on the obverse side of this contract and agrees to pay, forthwith and without demand, said sum to the holder, upon receipt of any notice of such loss, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to enforce the terms hereof.



Detinue Summons and Complaint

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County }

CIRCUIT COURT

No. ....

..... 19.....

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon .....

to appear within thirty days from the service of this writ, in the Circuit Court to be held for said County  
at the place of holding the same, then and there to answer the complaint of .....

Witness my hand this.....day of..... 19.....

....., Clerk

COMPLAINT



No. ....

Page. ....

THE STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT

Plaintiff....

VS.

Defendant....

Detinue Summons and Complaint

Filed ..... 19.....

....., Clerk

Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

*Alice J. J. J.* Clerk

STATE OF ALABAMA )  
BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon DAVID GRAY BELL, of Route 2, Box 312-G, Bay Minette, Alabama, and to deliver to the Courthouse the personal property described in the following complaint, to appear within whirty days from the service of this writ, in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of General Finance Corporation, a Florida corporation, assignee of Hill-Kelly Dodge, Inc.

Witness my hand this 20 day of Sept 1970.  
Alice J. Luck  
Clerk

\* \* \* \* \*

GENERAL FINANCE CORPORATION, )  
A FLORIDA CORPORATION, ) IN THE CIRCUIT COURT OF  
ASSIGNEE OF ) BALDWIN COUNTY, ALABAMA  
HILL-KELLY DODGE, INC., ) AT LAW  
Plaintiff ) NO 9577  
v. )  
DAVID GRAY BELL, )  
Defendant )

COMPLAINT

The Plaintiff claims of the Defendant the following personal property, to wit:

1970 Dodge Truck 1/2 Ton pick-up D14AEOS 8 cylinder  
D14AEOS122615, and Topper - Serial #2159

For on the 23d day of July, 1970, Defendant signed a security contract for the purchase of said personal property, and that on the next day this contract, a photostatic copy of which is attached and made a part of this pleading, was assigned from Hill-Kelly Dodge, Inc., to the Plaintiff, General Finance Corporation. Under the terms of this contract, Plaintiff is entitled to take possession and Topper of this personal property, the Dodge Truck, together with any other

chattels or things attached thereto or contained therein, if Defendant is in default or Plaintiff feels itself insecure. And Defendant is presently in default on this contract, the payment being \$104.63, and the remainder of the balance due is \$3,557.42. Plaintiff is entitled to the immediate possession of said chattel, with the value of the hire or use thereof during the detention, to wit: November 2, 1970, to November 6, 1970. A bond in sufficient amount is attached to this pleading and made a part thereof.

W.E. Smith  
Agent,  
General Finance Corp.

State of  
County of

I, a Notary Public in and for said county in said State, hereby certify that W.E. Smith, whose name as agent of General Finance Corporation, a corporation, is signed to the foregoing petition, and who is known to me, acknowledged before me on this day that, being informed of the contents of the petition, he, as such agent and with full authority, executed the same voluntarily, and avers that all stated therein is true and correct, for and as the act of said corporation.

Given under my hand this the 6th day of November, 1970.

Affix Seal:

H. J. Smith  
My Commission Expires 10/13/74

FILED

DEC 1 0 1970

ALICE J. DUCK CLERK  
REGISTER

Buyer (and Co-Buyer) Name and Address (Include County and Zip Code)

David Gray Bell  
#Route # 2, Box 312G  
Bay Minnette, Alabama

Seller Name and Address

Hill Kelly Dodge Inc.  
5771 Pensacola Blvd.  
Pensacola, Florida

Buyer (which means the Undersigned Buyers and Co-Buyers, jointly and severally), purchases from Seller on a Time Price Basis, upon the conditions set forth below and on the reverse side hereof, the following property (hereinafter called the "Property"), delivery and acceptance of which in good condition and repair is hereby acknowledged by Buyer

New or Demo	Year 1970	Make Georgia Rambler Dodge Truck	Body Style Topper 2 Ton Pick-up	Model or Model No. D14AE0S	No. of Cyl. 8	Vehicle Identification Number 2159 D14AE0S122615
EXTRA EQUIPMENT (Please Check)						
<input checked="" type="checkbox"/> Automatic Trans.	<input checked="" type="checkbox"/> Power Steering	<input type="checkbox"/> Power Seats	<input checked="" type="checkbox"/> Air Conditioner	<input type="checkbox"/> High Perf. Engine—Cu. In. Disp. _____ H.P. _____		
<input type="checkbox"/> 4-Speed Trans.	<input type="checkbox"/> Power Brakes	<input type="checkbox"/> Power Windows	<input type="checkbox"/> Vinyl Roof	<input checked="" type="checkbox"/> Radio <input type="checkbox"/> Accessory Group No. _____		

## DESCRIPTION OF TRADE IN

1965 Dodge Coronet W357177106  
Year and Make Identification Number

## MOTOR CLUB BENEFITS

☐ IAA membership authorized for term of \_\_\_\_\_ months at \$6.00 per year.

## NOTICE OF INSURANCE

Buyer authorizes Seller to obtain the following insurance coverages:

## (A) AUTOMOBILE PHYSICAL DAMAGE INSURANCE:

Coverages as elected below, for a term of \_\_\_\_\_ months from the date hereof, shall be based upon actual value of Property at time of loss, not to exceed limits of liability set forth in the policy, and shall be payable to Buyer, Seller or Seller's assignee, as interests may appear.

- ☐ Comprehensive  
☐ Fire & Theft  
☐ Towing and Labor  
☐ \$ \_\_\_\_\_ Deductible Collision  
☐ Combined Additional Coverage

\$ \_\_\_\_\_ (a)

## (B) CREDIT LIFE INSURANCE:

Covers the scheduled UNPAID BALANCE at time of death.

\$113.00 (b)

## (C) CREDIT ACCIDENT AND HEALTH INSURANCE:

\$ \_\_\_\_\_ (c)

When placed through Old Republic Life Insurance Company, covers total disability and sickness requiring doctor's care (subject to injury and illness exclusions contained in the policy) from the first day of any disability or sickness lasting more than 14 days, with maximum monthly benefits of \$150.00.

## TOTAL COST OF INSURANCE

\$113.00

- ☐ Credit insurance written through OLD REPUBLIC LIFE INSURANCE COMPANY, Chicago, Illinois.  
☐ Credit insurance written through \_\_\_\_\_, and subject to

the terms of separate insurance disclosure.

NOTICE TO BUYER: (1) You are not required to obtain the Credit Life and/or Credit Health and Accident Insurance for which a charge has been stated above and such insurance is not a factor in the Seller's approval of this credit. (2) You have the right to choose the person through whom the Automobile Physical Damage Insurance required under this contract is to be obtained. BUYER hereby requests and authorizes SELLER to obtain the insurance coverages for which a charge is included above.

Insured: David G. Bell Date 7-23-70

Insured: \_\_\_\_\_

THE INSURANCE CONTRACTED FOR IN CONNECTION WITH THIS SECURITY AGREEMENT DOES NOT PROVIDE FOR LIABILITY INSURANCE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

The foregoing contract is hereby accepted by the Seller named below and is hereby assigned to GENERAL FINANCE CORPORATION OF PENSACOLA in accordance with the terms of the Assignment set forth on the reverse side hereof and as initialed below.

Initial "WITHOUT RECOURSE" Initial "FULL RECOURSE" Initial "REPURCHASE"

"LIMITED GUARANTEE"

Initial To the extent of \$ \_\_\_\_\_ until \_\_\_\_\_ installments have been paid.

## DISCLOSURE OF TRANSACTIONS

- Cash Price \$ 4754.75  
Cash Down Payment \$ 10.75  
Trade in (See Opposite) \$ 1745.00
- Total Down Payment \$ 1755.75
- Unpaid Balance of Cash Price \$ 2999.00  
(Difference between Items 1 & 2)
- Other Charges  
Insurance (See Opposite) \$ 113.00  
Filing Fees \$ 5.70  
Taxes (Not included in Cash Price) \$ \_\_\_\_\_  
License, Title & Registration Fees \$ 1.00  
Motor Club \$ \_\_\_\_\_  
Total Other Charges \$ 119.70
- Unpaid Balance—Amount Financed (Sum of 3 & 4) \$ 3118.70
- FINANCE CHARGE \$ 647.98
- Total of Payments (Sum of 5 & 6) \$ 3766.68
- Deferred Payment Price (Sum of 1, 4 & 6) \$ 5522.43
- ANNUAL PERCENTAGE RATE 12.75 %
- PAYMENT SCHEDULE: Buyer hereby agrees to pay to Seller the Total of Payments (Item 7 above) in 35 monthly installments of \$ 104.63 each, and one final installment of \$ 104.63 on the like day of each month commencing on the 2nd day of September, 1970.
- BALLOON PAYMENT(S) \_\_\_\_\_  
(Insert amount of each payment that is more than twice the amount of any otherwise regularly scheduled equal payment.)
- DELINQUENCY CHARGES: Buyer hereby agrees to pay a delinquency charge on each installment in default for a period of not less than ten (10) days in an amount not in excess of five per cent (5%) of each installment or Five Dollars (\$5), whichever is less.
- PREPAYMENT REBATE: Buyer may prepay in full at any time prior to maturity, and if Buyer does so, he shall be entitled to a rebate (if \$1.00 or more) of the unearned portion of the Finance Charge (Item 6 above) computed in accordance with the Rule of 78, after first deducting an acquisition cost of \$25.
- SECURITY INTEREST: Seller shall retain a security interest in Property described above until full payment of (1) Total of Payments (Item 7 above) and (2) any indebtedness represented by amounts expended for physical damage insurance and/or credit life and/or credit health and accident insurance.
- ADDITIONAL TERMS AND CONDITIONS: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

## NOTICE TO THE BUYER:

- Do not sign this contract before you read it or if it contains any blank spaces.
- You are entitled to an exact copy of the contract you sign.

Executed by the parties hereto this 23rd day of July, 1970

Buyer hereby acknowledges receipt of an exact and completely filled in copy of this contract at the time of its execution.

## RETAIL INSTALLMENT CONTRACT

Hill Kelly Dodge Inc.  
(Seller)

VOL

67

PAGE

Co-Buyer:

SEE LAST PAGE FOR "INSURANCE RATING STATEMENT", WHICH BUYER MUST ALSO SIGN.

## ADDITIONAL TERMS AND CONDITIONS

The Buyer promises to pay the said Total of Payments in accordance with the payment schedule contained herein. The Buyer further promises that if any installment of the said Total of Payments is not paid when due, then all unpaid installments of the said Total of Payments shall immediately become due without demand or notice. Title to remain in Seller until all sums are fully paid in cash.

Buyer agrees to keep said property free from taxes, liens and encumbrances, in Buyer's possession at address listed above, unless otherwise approved in writing by Seller, in good condition and repair, not to use said property illegally, improperly, or for hire, nor transfer any interest therein without Seller's consent in writing; not to misuse or abuse the said property.

Buyer further agrees to insure said property, with a company acceptable to Seller, said insurance to be for the entire term of this contract and to be for the benefit of both Buyer and Seller and further agrees to deliver to Seller a copy of said policy. In the event Buyer fails to furnish said insurance, Seller may at its option without demand or notice, and without any obligation to do so, insure said property in a manner and for an amount consistent with the interests created hereunder and charge the premium therefor, to Buyer, payment of which shall be secured by this instrument and shall be due upon demand. All proceeds (regardless of how realized) of any insurance, including dividends and returned premiums, are hereby assigned irrevocably by Buyer to Seller or its assigns first to be used to purchase new insurance if such be obtainable, then to liquidation of Buyer's indebtedness under this agreement, any excess to be returned to Buyer. Any insurance to be maintained by the Buyer as provided herein may be obtained by the Buyer through an agent of his choice or through the Seller or assignee of this contract.

Time is of the essence of this contract, and in the event of non-payment by Buyer, when due, of the said Total of Payments or any installment thereof, or if Buyer fails to perform or comply with any obligation or condition of this contract, or becomes bankrupt, or if a Receiver is appointed, or if any writ issued from any Court or any Distress Warrant shall be levied on said property, this contract shall be in default and the full amount remaining unpaid shall become immediately due and payable. Upon any such default or if Seller deems himself insecure, Seller may take possession of and remove (without liability) said property together with any other chattels or things attached thereto or therein contained, without notice, demand, or legal process, and for such purpose may enter upon any premises where said property may be and in so repossessing said property seller or assignee may take possession of any personal property contained therein not covered by this contract, which latter property seller or assignee will deliver to buyer upon written itemized demand by buyer within thirty (30) days by registered or certified mail, and upon failure of buyer to make such demand he shall be deemed to have abandoned such property and agrees that seller or assignee may sell or dispose of said property to defray costs and expenses of handling and storing such property and apply the excess to the balance due hereunder. If the Buyer does not redeem the property covered by this security agreement as provided by law, he shall forfeit all claim and right to such property, and Seller shall have the right to dispose of same by public or private sale, upon reasonable notice to Buyer, the proceeds of same to be applied first to the expense of repossession and sale, including reasonable attorney's fees, and then to the satisfaction of the secured indebtedness. Buyer agrees to pay any deficiency.

All remedies of Seller, whether provided for herein or conferred by law are cumulative rights and not alternative, and may be enforced successively or concurrently. The failure of Seller, upon knowledge of any default or violation hereof by Buyer, to enforce the rights or remedies herein given or conferred by law, shall not be construed as a waiver of any provision hereof or any right or remedy of Seller. Buyer waives and will not assert (as against any assignee and holder of this contract) any defenses, set-offs or counter-claims that Buyer may have against the Seller.

All of the terms and conditions of this contract shall apply to and be binding upon Buyer, his representatives, successors and assigns, and shall inure to the benefit of the Seller, his representatives, successors and assigns.

Buyer represents that he is of lawful age and has full legal capacity to contract; and that he has read this contract and states that it contains the entire agreement of the parties.

## ASSIGNMENT

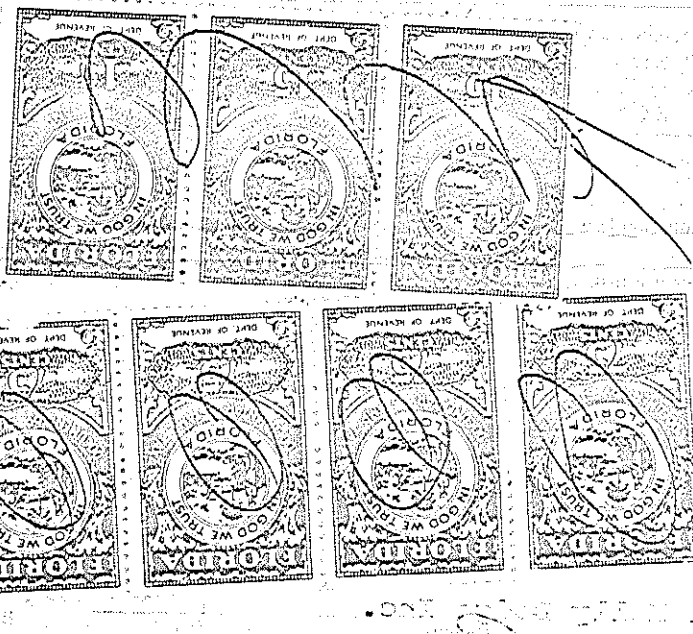
FOR VALUE RECEIVED, seller hereby sells, assigns and transfers all his right, title and interest in and to this instrument, and in and to the property described herein, to the General Finance Corporation and/or its subsidiaries and affiliated companies, its successors and assigns. In order to induce said assignee to accept assignment of the Security Agreement, seller warrants that said instrument is genuine and/or its subsidiaries and affiliated companies, its successors and assigns. In order to induce said assignee to accept assignment of the Security Agreement, seller warrants that said instrument is genuine and in all things what it purports to be; that the seller has good title to the said property and the right to transfer said title, and has caused the lien evidenced by this instrument to be shown on the Certificate of Title (if a Certificate of Title is required by the State where the vehicle is to be kept) covering the vehicle described herein; that all parties to this instrument are of legal age and have legal capacity to contract; that seller has no knowledge of any fact which might impair the validity of said instrument or render it less valuable, or valueless; that Buyer's true name is signed to said instrument; that the instrument is a valid lien upon the property; that the description of the property is true and correct; that the property was delivered to, and accepted by the Buyer in good and satisfactory condition and such property has not been used for the commercial transportation of persons or property, or for work by law enforcement agencies, that the Deferred Payment Price stated in the instrument is correct; and there is not defense to it; that the down payment was made in full, in cash and/or trade, and no portion of it is owing by separate note or open account; that the statements of the Buyer are true. Should any difference or dispute arise as to the truth of any statement made in connection with this transaction, seller agrees to repurchase this instrument for the amount owing thereon, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to collect the same. The seller warrants that it has complied with Title I (Truth in Lending Act) and Title V (General Provisions) of the Consumer Credit Protection Act (Public Law 90-321; 82 Stat. 146 et seq.) and the rules and regulations promulgated thereunder. In addition thereto, this assignment is subject to the provisions set out on the face of this contract in the paragraph initialed by seller. Seller agrees that failure to initial the applicable paragraph shall signify its intention to grant holder full recourse in case of default. Liability of seller arising out of or incident to this assignment shall not be affected by any indulgence, compromise, settlement, extension, or variation of terms of the within agreement effected with, or by the discharge or release of the obligation of Buyer or any other person interested, by operation of law or otherwise. Seller waives all notice, including but not limited to, notice of acceptance, assignment, non-performance, compromise, settlement, extension, discharge, or variation of terms of this agreement. The parties hereto disclaim any terms or agreements other than those set forth herein.

**"WITHOUT RECOURSE"** The assignment of said contract is and shall be without recourse against the seller.

**"FULL RECOURSE"** Seller unconditionally guarantees payment of all installments of this contract, and in case of default for any reason it will pay said assignee, its successors and assigns, the balance owing under this instrument, together with costs, expenses and reasonable attorney's fees incurred by the holder in attempting to enforce the terms hereof.

**"REPURCHASE"** Seller agrees to pay said assignee, its successors and assigns, the balance owing under this contract, together with costs, expenses, and reasonable attorney's fees incurred by the holder in attempting to enforce the terms hereof in the event that the holder repossesses the property, listed herein, and delivers it to the seller at his place of business, or elsewhere.

**"LIMITED GUARANTEE"** Seller agrees to protect said assignee, its successors and assigns, against any loss to the holder arising from any default by Buyer and to save the holder harmless to the extent shown on the obverse side of this contract and agrees to pay, forthwith and without demand, said sum to the holder, upon receipt of any notice of such loss, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to enforce the terms hereof.



9577

General Finance  
Corp. a Fla. Corp.

vs.

David Gray Bell

FILED

DEC 1 0 1970

ALICE J. DUCK

CLERK  
REGISTER

Daniel E. Robison

**Detinue Summons and Complaint**

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA }

Baldwin County }

**CIRCUIT COURT**

No.....

..... 19.....

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon .....

to appear within thirty days from the service of this writ, in the Circuit Court to be held for said County  
at the place of holding the same, then and there to answer the complaint of .....

Witness my hand this.....day of..... 19.....

....., Clerk

**COMPLAINT**

THE STATE OF ALABAMA

## Baldwin County

CIRCUIT COURT

General Finance  
Corp. and the Corp. Plaintiff....

vs.

David Gray Bell

Defendant....

## Detinue Summons and Complaint

Filed ..... 19.....

DEC 1 0 1970

1970  
..... 19.....

*Sheliff*  
Clerk

CLERK  
REGISTER

Deputy Sheriff

*This message is in  
New Orleans, La.*

*Daniel E. Robinson*  
Plaintiff's Attorney

Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Alice J. Black Clerk

Received 11 day of Dec. 19 70.

1961

erved a copy of the within letter S+U

David Gray Ball

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff.

By \_\_\_\_\_ D. \_\_\_\_\_



9577

State of Florida )  
Escambia County )

Before me, the undersigned Notary Public in and for said County and State, personally appeared W.E. SMITH, an agent of General Finance Corporation, as such agent and with full authority, who being by me duly sworn deposes and says that the property sued for in the complaint of General Finance Corporation v. David Gray Bell, filed in the Circuit Court of Baldwin County, Alabama, to wit: 1970 Dodge Truck 1/2 Ton pick-up D14AEOS 8 cylinder D14AEOS122615 with topper 2159, belongs to the plaintiff, General Finance Corporation.

Sworn to and subscribed before me  
on this 6<sup>th</sup> day of November, 1970.  
Affix Seal:

W.E. Smith  
Agent,  
General Finance Corp.

Luis Boggs  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC. 29, 1971  
BONDED THROUGH FRED W. DIESTELHORST

State of Alabama )  
Baldwin County )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, That we, General Finance Corporation, Principal, and American Casualty Company of Reading, Pennsylvania, Sureties, are held and firmly bound unto David Gray Bell, his heirs, executors and administrators in the sum of \$3,557.42, for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the 25<sup>th</sup> day of November 1970.

The condition of the above obligation is such that whereas, the above bound General Finance Corporation has on the 6<sup>th</sup> day of November, 1970 sued out a writ of detinue in the Circuit Court of Baldwin County, Alabama, returnable to said Court against David Gray Bell for the recovery of the following described property, to wit:

1970 Dodge & Truck 1/2 Ton pick-up D14AEOS 8 cylinder  
D14AEOS122615 with Topper 2159

Now, if the said General Finance Corporation shall fail in said suit and shall pay to the said David Gray Bell, the defendant in said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void, otherwise, to remain in full force and effect.

*W.E. Smith*  
Agent,  
General Finance Corporation

American Casualty Company of  
Reading, Pennsylvania . . . . .  
Surety

*H. Austill Pharr*  
H. Austill Pharr, Attorney-In-Fact

December 8, 1970-

I, John E. Mandeville, Clerk of the Circuit Court of Mobile County, Alabama hereby certify that the above bond were presented to me I would approve same.

*John E. Mandeville*  
Clerk, Circuit Court, Mobile County, Alabama

Approved this  
10<sup>th</sup> day of Dec. 1970  
*Alice J. Duck*, Clerk

FILED

DEC 10 1970

ALICE J. DUCK CLERK  
REGISTER