

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

April 20, 1971

Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Re: Michigan National Bank Vs.
Ronald Voiles, Case #9645

Dear Eunice:

Enclosed are interrogatories to Defendant in the above noted case. I think that Mr. Wilkins will come by and accept service by endorsing the original copy of the interrogatories.

I also enclose copies of documents requested by Mr. Wilkins and ordered by the Court.

Please deliver him one copy and place the other in the file.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Enc.

The undersigned Buyer (whether one or more) does hereby purchase from the undersigned Seller, subject to the terms and conditions hereinafter set forth, the following trailer, complete with all attachments and equipment, including any hereafter added, delivery and acceptance of which is hereby acknowledged by me, viz.:

New or Used	Year	Make or Trade Name	Length and Description	Color and Model	Manufacturer's Serial No.
NEW	1966	STATLER	50x10 ZBR TRAILER COACH	WHITE w/GREEN TRIM	965

STATEMENT OF TRANSACTION

1. Cash Price	\$3943.27	6. Principal Balance Owed and Payable in Installments (Total of Items 3, 4, and 5)	\$3711.00
2. Down Payment	\$546.02	7. Credit Service Charge (Time price differential)	\$187.04
Cash	\$	8. Time Balance (Items 6 and 7)	\$5528.04
Trade-in Allowance	\$	9. Payment Schedule:	
Make....., Year.....	\$	Equal monthly installments of \$65.81	
Model....., Serial No.....	\$	each, payable the same date of each month beginning	
Other Credits	\$	MARCH 19, 1966	
3. Unpaid Cash Price Balance	\$3397.25	provided that the final installment shall equal the time balance then remaining unpaid.	
4. Cost of Insurance (procured by Holder as authorized by Buyer):		10. Time Sale Price	\$6074.06
Fire, Theft and Combined Additional Coverage			
Without Collision	\$313.75		
With \$50 Deductible Collision	\$		
Vendor's Single Interest (Collision and Embezzlement)	\$		
Life and Disability (Restricted—Optional)	\$		
Total Cost of Insurance	\$313.75		
5. Official Fees	\$		

(Warning. The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others.)

Buyer agrees to pay the time balance (Item (8) in the above schedule) at the office of Michigan National Bank (Grand Rapids, Michigan) as provided in the payment schedule set forth as Item (9) above. For each payment which Buyer fails to pay within 10 days after it becomes due, he may be required to pay a default charge of 5% of the amount in arrears, or \$5.00, whichever is lesser, but in any event not more than the maximum default or delinquency charge permitted by law. If this contract be placed with an attorney for collection, Buyer agrees also to pay as attorney's fees 15% of the amount due hereunder, but not more than the maximum amount permitted by law. Acceptance by Seller or assigns of the promissory note executed in connection herewith shall not be considered as payment.

It is also agreed:

1. The above described trailer shall at all times be and remain personalty and the title to said trailer shall remain vested in the Seller until this contract shall have been fully performed by Buyer; title to all equipment, radios, heaters, tires, accessories and parts now attached to said trailer shall immediately vest in the holder of this contract upon like terms and conditions and such property shall be included in the term "trailer" whenever used herein. Any assignee shall be entitled to all of the rights of the Seller.

2. Time is of the essence of this contract and in the event Buyer defaults on any payment, or fails to comply with any provision herein, or (except where insecurity is not a legal basis for default) Seller, for any reason wholly within his or its discretion, deems himself or itself insecure, then the Seller, at his or its option, may elect (1) to declare the entire sum remaining unpaid hereunder immediately due and payable and sue therefor, thereby vesting absolute title in Buyer, or (2) to repossess said trailer without notice, demand or legal process if repossession may be made without breach of the peace, and may enter upon the premises where said trailer may be and remove and hold the same absolutely as the property of Seller (together with any other personal property therein, until demanded by Buyer). In such latter event Buyer agrees to deliver possession of said trailer to Seller who shall retain all payments made by Buyer as and for the rental and depreciation of said trailer. Except where contrary to law, any sale after repossession may be private of public, without notice and without having the trailer at the place of sale.

3. Buyer shall not remove said trailer from the county where he now resides or transfer said trailer to unauthorized third persons without the written consent of Seller or assigns, nor shall the Buyer use said trailer for any unlawful purpose, nor sell, rent, encumber nor permit any liens to be incurred against the same. Buyer shall, at his own expense, maintain said trailer in as good condition as he received it, shall be liable for all loss or damage to the same and he shall give the Seller immediate written notice of any such loss or damage.

4. Buyer shall insure said property against fire, theft and other hazards (combined additional coverage) to protect the Buyer and the Seller or other Holder hereof. Buyer shall also insure said property against accidental collision or upset or wrongful conversion, embezzlement or secretion (vendor's single interest) to protect the Holder hereof. Buyer has the option of procuring such insurance or authorizing the Seller or other Holder hereof to procure the same at the Buyer's cost and expense. In the event that Buyer authorizes the Holder hereof to procure such insurance or if the Buyer fails to procure such insurance satisfactory to the Holder hereof such insurance aforesaid shall be procured by the Holder hereof and the cost thereof shall be added to and become a part of the purchase price. The proceeds of any insurance whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of the Seller or other Holder hereof. Buyer also understands that the purchase of life, health and accident insurance to further protect him during the term of this contract is optional with him.

5. Any extension of time in which to pay any installment granted to Buyer by Seller or assigns, shall not be construed as an election of remedies hereunder, and shall not operate to prejudice or waive any right to enforce the full and strict performance of this contract. Buyer waives all benefits of valuation, appraisal and exemption laws.

6. Buyer acknowledges notice of intended assignment of this contract and agrees that such assignee shall be entitled to all the Seller's rights hereunder. Buyer agrees that he has not dealt with the Seller as the agent of the assignee for any purpose whatsoever, and that all claims against the Seller with respect to the sale evidenced hereby are to be settled directly with the Seller, and further agrees not to set up any claim against Seller as a defense, counterclaim, set off or otherwise to any action for payment or possession brought by the assignee on this contract.

7. Upon full payment of the balance due and performance by Buyer of all conditions and acts required of him hereunder, title to the above described trailer shall automatically pass to Buyer and Seller shall, upon request, furnish evidence of satisfaction hereof.

8. Any provision of this contract prohibited by law of any state or held invalid in any state shall as to such State be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions hereof.

9. It is the intention of the parties hereto that all matters relating to the execution, interpretation, validity and performance of this contract shall be governed by the laws of the state in which the Buyer now resides, which is the state indicated below, and wherever applicable, the laws of the United States.

Buyer has represented to Seller that he is 21 years of age or over, and Seller, in entering into this contract, has relied upon such representation.

Buyer has read the foregoing contract after all blanks have been filled in and there are no understandings, agreements, representations or warranties, express or implied, not specified herein, respecting the said trailer or the terms and conditions of the sale above mentioned.

Executed in triplicate this 21 day of Feb., 1966
(Do not execute on Sunday or Legal Holiday)

THIS IS A RETAIL INSTALLMENT CONTRACT

NOTICE TO THE BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the credit service charge. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

Buyer acknowledges receipt of an executed copy of this contract with all blanks filled in.

BUYER'S SIGNATURE Ronald L. Voile
WIFE Shirley Ann Voile
RESIDENCE OF BUYER Rt. 4 Stapleton, Ala.
(Street) (City and State)
SELLER'S SIGNATURE Walter J. Sailer Sales Co.
BY Wm. H. Rippey ITS Vice Pres.
SELLER'S PRINCIPAL PLACE OF BUSINESS 3001 1st St. S. East Mobile, Ala.

→ Fill in Reverse Side ←

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

January 20, 1971

Clerk, Circuit Court
Baldwin County
Bay Minette, Alabama 36507

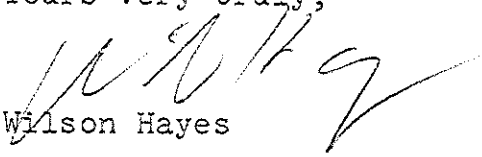
9645

Dear Eunice:

Please file the enclosed Detinue Suit styled
Michigan National Bank Vs. Ronald Voiles and have it
served on Defendant.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Enc.

MICHIGAN NATIONAL BANK : IN THE CIRCUIT COURT OF
PLAINTIFF : BALDWIN COUNTY, ALABAMA
VS : AT LAW
RONALD VOILES :
DEFENDANT : CASE NO: 9 6 4 5

PLEA

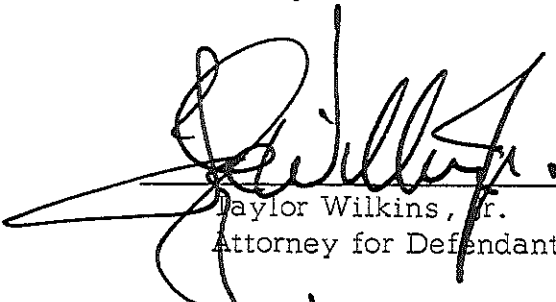
Comes now the defendant, Ronald Voiles, separately and severally, and without waiving the demurrer heretofore filed to the plaintiff's complaint, files this plea to the plaintiff's complaint and each count thereof separately and severally:

I.

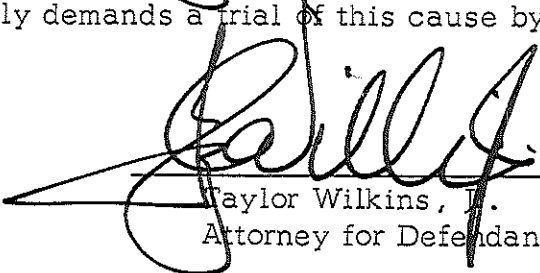
Not Guilty.

II.

Defendant denies each and every allegation of the plaintiff's complaint and each count thereof and demands strict proof thereof.

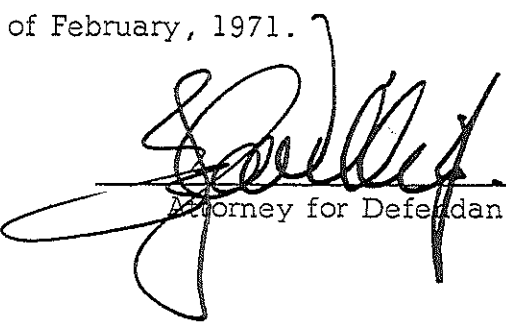

Taylor Wilkins, Jr.
Attorney for Defendant

Defendant respectfully demands a trial of this cause by jury.


Taylor Wilkins, Jr.
Attorney for Defendant

I, the undersigned, Taylor Wilkins, Jr., do hereby certify that I have on this day forwarded a true and exact copy of the foregoing plea to Mr. Wilson Hayes, Bay Minette, Alabama, attorney of record for the plaintiff, by mailing the same in the United States Post Office, properly addressed, with the postage paid thereon.

DONE this the 23 day of February, 1971.


Attorney for Defendant

FILED

FEB 24 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

NECESSARY
IN
CONNECTICUT AND FLORIDA
(BOTH Buyer AND Seller Must Acknowledge)

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 19____, before me personally appeared _____, personally known to me to be same person(s) whose name(s) is (are) subscribed to the within instrument as Buyer, and _____, personally known to me to be the same person whose name is subscribed to the within instrument as Seller (or as _____ of Seller), and being duly sworn, they acknowledge the execution by signing and delivery of the within instrument in the capacities indicated, and that such execution was the free act and deed of each of them respectively.

NOTARY
SIGN HERE

(Seal of Notary)

Notary Public _____ County, _____

State of _____

My commission expires: _____

State of Alabama }
County of Mobile } ss.

INDIVIDUAL ACKNOWLEDGEMENT

On this 26 day of Dec., A. D. 1966, before me, the undersigned, a Notary Public in and for said County, State of Alabama, personally appeared Donald J. Lash to me personally known to be the identical person named in and who executed the within instrument and acknowledged that he executed the same as a voluntary act and deed.

James L. Gurn
Notary Public in and for said County and State
My commission expires Oct 20, 1967

SELLER'S WARRANTIES AND ASSIGNMENT

To Michigan National Bank (Grand Rapids, Michigan):

The undersigned represents and warrants that the within contract, the note and all accompanying documents are genuine, properly executed, and that any statements made therein are true and shall continue to be true; that said contract arose from the conditional sale of the within described trailer, which trailer is as represented to the Buyer by the undersigned; that the title to said trailer is now vested in the undersigned free of all liens and encumbrances except the interest of the within Buyer; that the undersigned has the right to assign such title and such contract; that the terms and execution of the within contract are in compliance with all applicable laws, rules and regulations of the state and any agency or political subdivision thereof; and that all taxes or fees applicable to such transaction or to the instruments evidencing same have been properly and timely paid. The undersigned agrees to indemnify the assignee for any loss suffered due to a claim, counter-claim, cross-claim, defense or otherwise of breach of express or implied warranties either brought or interposed by the Buyer in an action by or against the assignee. The undersigned warrants that the downpayment made by Buyer as indicated on the Statement of Transaction was in cash or trade-in, and not its equivalent, and does not directly or indirectly represent a loan from Seller to Buyer; and that the Buyer is 21 years of age or older.

For value received, the undersigned does hereby sell, assign and transfer to the Michigan National Bank (Grand Rapids, Kent County, Michigan) his, its or their right, title and interest in and to the within contract and the trailer covered thereby and authorizes said Michigan National Bank to do every act and thing it deems necessary or proper to collect and discharge the same.

SIGNATURE OF
SELLER

BY

ITS

(Date)

MISTAKES cause DELAYS

Chubert A

1940103-T

NOTE

MOBILE
(City)

AIA
(State)

mi/ \$5528.04
Feb 21 1964
(Date)

For value received, I (We), the undersigned, jointly and severally promise to pay to the order of

Dixie Trailer Sales, Inc. of Mobile, Ala
at the office of (Dealer) (City) (State)

MICHIGAN NATIONAL BANK

(Grand Rapids, Michigan)

the sum of Five Thousand, Five Hundred, Twenty eight and 00/100 Dollars

in \$4 monthly installments of \$135.81 each, payable the same day of each month beginning March 19, 1964, the final installment to equal the total balance then remaining unpaid. This note is given as evidence of the balance of the purchase price of certain personal property purchased under conditional sales contract of even date herewith, executed by the maker hereof as Buyer and by the payee hereof as Seller.

And each of us, whether principal, surety, guarantor or other party hereto, hereby severally waive any and all benefit from any exemption laws of any state now in force or hereafter to be passed as against this debt or any renewal thereof; and the makers, sureties and endorser of other parties hereto, severally waive, presentment for payment, protest and notice of non-payment of this note, and all defense by reason of any extension of time of its payment that may be given by the holder to them or either of them.

If any of said installments be not paid when due, then all unpaid installments shall immediately become due and payable without notice or demand at the election of the payee or assigns.

Signature of
BUYER
Wife

Ronald M. Voiles

Shirley Ann Voiles

Address

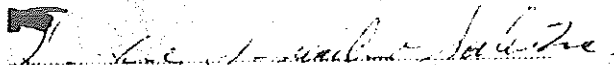
Rt 4 Napoleon, La.

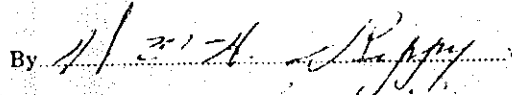
MICHIGAN NATIONAL BANK

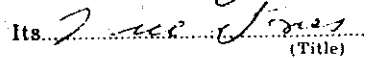
(Grand Rapids, Michigan)

WITHOUT RECOURSE

except that the undersigned will at any time upon demand repurchase from Michigan National Bank the trailer covered by the contract of conditional sale within referred to for the amount then remaining unpaid.


(DEALER SIGN HERE)

By 

Its 
(Title)

9645

THE STATE OF ALABAMA,
BALDWIN ~~MOBILE~~ COUNTY.

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, MICHIGAN NATIONAL BANK, as
Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety,

are held and firmly bound unto RONALD VOILES
his heirs, executors and administrators, in the
sum of FIFTEEN HUNDRED (\$1,500.00) Dollars, for
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly
and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of January, A. D. 1971.

The Condition of the above Obligation is such, That whereas the above bounden

MICHIGAN NATIONAL BANK has, on
the 5th day of January 1971, sued out from the office of the
Clerk of the Circuit Court of Baldwin in the State of Alabama, a Writ of Detinue, returnable to the present
term of said Circuit Court of Baldwin against the said RONALD VOILES

for the recovery of the following property.
to-wit One 1966 Statler Mobile Home, Serial Number 965

NOW, if the said MICHIGAN NATIONAL BANK shall fail
in said suit, and shall pay to the said RONALD VOILES
the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said
Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

MICHIGAN NATIONAL BANK
BY: M. J. Bestina, Jr. (Seal)
x [Signature] (Seal)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
BY: [Signature] (Seal)
as its Attorney-in-Fact

Approved 1-20-71
Ernie B. Blackman
Clerk

THE STATE OF ALABAMA,
Mobile County

DETINUE AFFIDAVIT

NOTARY PUBLIC

PERSONALLY appeared before me, John E. Mandeville, Clerk of the Circuit Court of Mobile County,

Mildred K. Boyle

MICHIGAN

who, being duly sworn deposes and says, that the property sued for in the complaint of
NATIONAL BANK vs. RONALD VOILES

to-wit: One 1966 Statler Mobile Home, Serial Number 965

MICHIGAN NATIONAL BANK belongs to the said Plaintiff

Sworn to and subscribed the 5th day

of January, 1971, before me.

B. F. Mandeville Clerk.

Mildred K. Boyle

FILED

JAN 20 1971

Ernest B. Blackman
Clerk

No. 26405

CIRCUIT COURT

BALDWIN

BALDWIN COUNTY

MICHIGAN NATIONAL BANK,

Plaintiff

VS. } Detinue Affidavit
and Bond

RONALD VOILES,

Defendant

Filed day of 19

Clerk Circuit Court, Mobile County,
Baldwin County

Attorney



THE STATE OF ALABAMA,
BALDWIN ~~MOBILE~~ COUNTY.

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, _____
Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety,

RONALD VOILES
are held and firmly bound unto _____

_____ his _____ heirs, executors and administrators, in the
sum of FIFTEEN HUNDRED (\$1,500.00) _____ Dollars, for
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly
and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of January, A. D. 1971

The Condition of the above Obligation is such, That whereas the above bounden _____

MICHIGAN NATIONAL BANK _____ has, on
the 5th day of January 1971, sued out from the office of the
Clerk of the Circuit Court of Baldwin Mobile, in the State of Alabama, a Writ of Detinue, returnable to the present
term of said Circuit Court of Baldwin Mobile against the said RONALD VOILES

_____ for the recovery of the following property.

to-wit One 1966 Statler Mobile Home, Serial Number 965

NOW, if the said MICHIGAN NATIONAL BANK _____ shall fail

RONALD VOILES _____
in said suit, and shall pay to the said _____
the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said
Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

MICHIGAN NATIONAL BANK

BY: M. J. Bestima, R (Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: H. C. Lomax (Seal)

as its Attorney-in-Fact

THE STATE OF ALABAMA,
Mobile County

DETINUE AFFIDAVIT

NOTARY PUBLIC

PERSONALLY appeared before me, John E. Mandeville, Clerk of the Circuit Court of Mobile County,

Mildred K. Boyle

MICHIGAN

who, being duly sworn deposes and says, that the property sued for in the complaint of
NATIONAL BANK vs. RONALD VOILES

One 1966 Statler Mobile Home, Serial Number 965
to-wit:

MICHIGAN NATIONAL BANK
belongs to the said Plaintiff

Sworn to and subscribed the 5th day
of January 19 71, before me.

B. F. Holman Clerk.

Mildred K. Boyle

No. _____

CIRCUIT COURT

MOBILE COUNTY

MICHIGAN NATIONAL BANK,

Plaintiff

VS. Detinue Affidavit
and Bond

RONALD VOILES,

Defendant

Filed _____ day of _____ 19 _____

Clerk Circuit Court, Mobile County

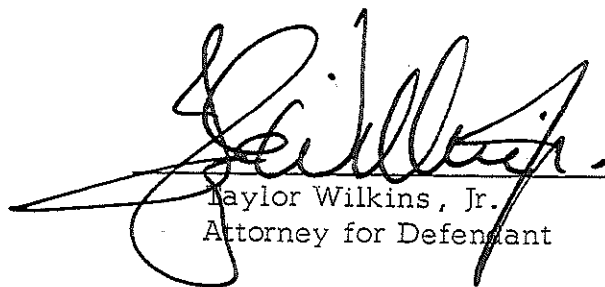
Baldwin County

Attorney


MICHIGAN NATIONAL BANK : IN THE CIRCUIT COURT OF
PLAINTIFF : BALDWIN COUNTY, ALABAMA
VS : AT LAW
RONALD VOILES :
DEFENDANT : CASE NO: 9 6 4 5

MOTION TO PRODUCE

Comes now the Defendant, Ronald Voiles, in the above styled cause, by and through his attorney, Taylor Wilkins, Jr., and moves this Honorable Court to require the production of a copy of the chattel mortgage and/or contract of sale and all other documents pertaining to this transaction executed by the Defendant to the Plaintiff's predecessor in title of which the Plaintiff now has possession.


Taylor Wilkins, Jr.
Attorney for Defendant

This motion having been presented to this Honorable Court, the same is hereby set for a hearing on the 4 day of Nov, 1971, at 11 o'clock A m.


Honorable Telfair J. Mashburn
Judge of the Circuit Court
Baldwin County, Alabama

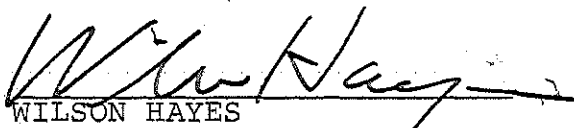
AFFIDAVIT

I, the undersigned, Ronald Voiles, based on information to the best of my knowledge and belief, state under oath that it is necessary and material in the above styled cause that I have a copy of the chattel mortgage and/or contract of sale and all other documents pertaining to this transaction for the 1966 Statler

MICHIGAN NATIONAL BANK) IN THE CIRCUIT COURT
) OF BALDWIN COUNTY,
Plaintiff) ALABAMA.
VS) AT LAW.
RONALD VOILES) CASE NO. 9645
) Defendant

ANSWER TO MOTION TO PRODUCE

Comes now the plaintiff in the above styled cause and for answer to the motion to produce, attaches hereto all documents relative to the transactions between the parties, including a promissory note labeled "Exhibit A", a retail installment contract labeled "Exhibit B" and a copy of the account ledger, showing all charges and credits, labeled "Exhibit C", all of which are incorporated herein by reference and made a part hereof.


WILSON HAYES
Attorney for Plaintiff

FILED

APR 21 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

Chilist A

1940103-T

NOTE

12/5528.04

MOBILE
(City)

ALA
(State)

Feb. 21, 1964
(Date)

For value received, I (We), the undersigned, jointly and severally promise to pay to the order of

Dixie Trailers, Inc. of Mobile, Ala
(Dealer) (City) (State)

MICHIGAN NATIONAL BANK

(Grand Rapids, Michigan)

the sum of Five Thousand, Five Hundred, Twenty Eight and 00/100 Dollars

in 94 monthly installments of \$85.81 each, payable the same day of each month beginning March 19, 1964, the final installment to equal the total balance then remaining unpaid. This note is given as evidence of the balance of the purchase price of certain personal property purchased under conditional sales contract of even date herewith, executed by the maker hereof as Buyer and by the payee hereof as Seller.

And each of us, whether principal, surety, guarantor or other party hereto, hereby severally waive any and all benefit from any exemption laws of any state now in force or hereafter to be passed as against this debt or any renewal thereof; and the makers, sureties and endorsers of other parties hereto, severally waive, presentment for payment, protest and notice of non-payment of this note, and all defense by reason of any extension of time of its payment that may be given by the holder to them or either of them.

If any of said installments be not paid when due, then all unpaid installments shall immediately become due and payable without notice or demand at the election of the payee or assigns.

Signature of
BUYER
Wife

Ronald W. Voiles

Shirley Ann Voiles

Address

Rt. 4, Gulfport, Ala.

68 PAGE 496 10A3

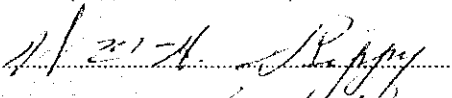
MICHIGAN NATIONAL BANK

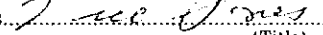
(Grand Rapids, Michigan)

WITHOUT RECOURSE

except that the undersigned will at any time upon demand repurchase from Michigan National Bank the trailer covered by the contract of conditional sale within referred to for the amount then remaining unpaid.


(DEALER SIGN HERE)

By 

Its 
(Title)

68 MAR 49

1041

The undersigned Buyer (whether one or more) does hereby purchase from the undersigned Seller, subject to the terms and conditions hereinafter set forth, the following trailer, complete with all attachments and equipment, including any hereafter added, delivery and acceptance of which is hereby acknowledged by me, viz.:

New or Used	Year	Make or Trade Name	Length and Description	Color and Model	Manufacturer's Serial No.
NEW	1966	STATLER	50x10 ZBR TRAILER COACH	WHITE w/GREEN TRIM	965

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1. Cash Price	\$3943.27	6. Principal Balance Owed and Payable in Installments (Total of Items 3, 4, and 5)	\$3711.00
2. Down Payment	\$546.02	7. Credit Service Charge (Time price differential)	\$1817.04
Cash	\$	8. Time Balance (Items 6 and 7)	\$5528.04
Trade-in Allowance	\$	9. Payment Schedule:	
Make....., Year....., Model....., Serial No.....	\$	24 equal monthly installments of \$65.81 each, payable the same date of each month beginning <u>MARCH 19,</u> 19 <u>66</u> , provided that the final installment shall equal the time balance then remaining unpaid.	
Other Credits	\$	10. Time Sale Price	\$6074.06
3. Unpaid Cash Price Balance	\$3397.25		
4. Cost of Insurance (procured by Holder as authorized by Buyer):			
Fire, Theft and Combined Additional Coverage	\$		
Without Collision	\$313.75		
With \$50 Deductible Collision	\$		
Vendor's Single Interest (Collision and Embezzlement)	\$		
Life and Disability (Restricted — Optional)	\$		
Total Cost of Insurance	\$313.75		
5. Official Fees	\$		

(Warning. The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others.)

Buyer agrees to pay the time balance (Item (8) in the above schedule) at the office of Michigan National Bank (Grand Rapids, Michigan) as provided in the payment schedule set forth as Item (9) above. For each payment which Buyer fails to pay within 10 days after it becomes due, he may be required to pay a default charge of 5% of the amount in arrears, or \$5.00, whichever is lesser, but in any event not more than the maximum default or delinquency charge permitted by law. If this contract be placed with an attorney for collection, Buyer agrees also to pay as attorney's fees 15% of the amount due hereunder, but not more than the maximum amount permitted by law. Acceptance by Seller or assigns of the promissory note executed in connection herewith shall not be considered as payment.

It is also agreed:

1. The above described trailer shall at all times be and remain personalty and the title to said trailer shall remain vested in the Seller until this contract shall have been fully performed by Buyer; title to all equipment, radios, heaters, tires, accessories and parts now attached to said trailer shall immediately vest in the holder of this contract upon like terms and conditions and such property shall be included in the term "trailer" whenever used herein. Any assignee shall be entitled to all of the rights of the Seller.

2. Time is of the essence of this contract and in the event Buyer defaults on any payment, or fails to comply with any provision herein, or (except where insecurity is not a legal basis for default) Seller, for any reason wholly within his or its discretion, deems himself or itself insecure, then the Seller, at his or its option, may elect (1) to declare the entire sum remaining unpaid hereunder immediately due and payable and sue therefor, thereby vesting absolute title in Buyer, or (2) to repossess said trailer without notice, demand or legal process if repossession may be made without breach of the peace, and may enter upon the premises where said trailer may be and remove and hold the same absolutely as the property of Seller (together with any other personal property therein, until demanded by Buyer). In such latter event Buyer agrees to deliver possession of said trailer to Seller who shall retain all payments made by Buyer as and for the rental and depreciation of said trailer. Except where contrary to law, any sale after repossession may be private of public, without notice and without having the trailer at the place of sale.

3. Buyer shall not remove said trailer from the county where he now resides or transfer said trailer to unauthorized third persons without the written consent of Seller or assigns, nor shall the Buyer use said trailer for any unlawful purpose, nor sell, rent, encumber nor permit any liens to be incurred against the same. Buyer shall, at his own expense, maintain said trailer in as good condition as he received it, shall be liable for all loss or damage to the same and he shall give the Seller immediate written notice of any such loss or damage.

4. Buyer shall insure said property against fire, theft and other hazards (combined additional coverage) to protect the Buyer and the Seller or other Holder hereof. Buyer shall also insure said property against accidental collision or upset or wrongful conversion, embezzlement or secretion (vendor's single interest) to protect the Holder hereof. Buyer has the option of procuring such insurance or authorizing the Seller or other Holder hereof to procure the same at the Buyer's cost and expense. In the event that Buyer authorizes the Holder hereof to procure such insurance or if the Buyer fails to procure such insurance satisfactory to the Holder hereof such insurance aforesaid shall be procured by the Holder hereof and the cost thereof shall be added to and become a part of the purchase price. The proceeds of any insurance whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of the Seller or other Holder hereof. Buyer also understands that the purchase of life, health and accident insurance to further protect him during the term of this contract is optional with him.

5. Any extension of time in which to pay any installment granted to Buyer by Seller or assigns, shall not be construed as an election of remedies hereunder, and shall not operate to prejudice or waive any right to enforce the full and strict performance of this contract. Buyer waives all benefits of valuation, appraisal and exemption laws.

6. Buyer acknowledges notice of intended assignment of this contract and agrees that such assignee shall be entitled to all the Seller's rights hereunder. Buyer agrees that he has not dealt with the Seller as the agent of the assignee for any purpose whatsoever, and that all claims against the Seller with respect to the sale evidenced hereby are to be settled directly with the Seller, and further agrees not to set up any claim against Seller as a defense, counterclaim, set off or otherwise to any action for payment or possession brought by the assignee on this contract.

7. Upon full payment of the balance due and performance by Buyer of all conditions and acts required of him hereunder, title to the above described trailer shall automatically pass to Buyer and Seller shall, upon request, furnish evidence of satisfaction hereof.

8. Any provision of this contract prohibited by law of any state or held invalid in any state shall as to such State be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions hereof.

9. It is the intention of the parties hereto that all matters relating to the execution, interpretation, validity and performance of this contract shall be governed by the laws of the state in which the Buyer now resides, which is the state indicated below, and wherever applicable, the laws of the United States.

Buyer has represented to Seller that he is 21 years of age or over, and Seller, in entering into this contract, has relied upon such representation.

Buyer has read the foregoing contract after all blanks have been filled in and there are no understandings, agreements, representations or warranties, express or implied, not specified herein, respecting the said trailer or the terms and conditions of the sale above mentioned.

Executed in triplicate this 21 day of Feb., 1966
(Do not execute on Sunday or Legal Holiday)

THIS IS A RETAIL INSTALLMENT CONTRACT

NOTICE TO THE BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the credit service charge. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

Buyer acknowledges receipt of an executed copy of this contract with all blanks filled in.

BUYER'S SIGNATURE Ronald L. Voiles
WIFE Shirley Ann Voiles
RESIDENCE OF BUYER Rt. 1 Statler Ala. (City and State)

SELLER'S SIGNATURE Walter J. Sailer Sales
BY W. H. Rippey VOL 68 PAGE 498
SELLER'S PRINCIPAL PLACE OF BUSINESS 2001 East Blvd Mobile Ala.

NECESSARY
IN
CONNECTICUT AND FLORIDA
(BOTH Buyer AND Seller Must Acknowledge)

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 19 _____, before me personally appeared _____, personally known to me to be same person(s)
(Name of BUYER — and WIFE, if she signs)
whose name(s) is (are) subscribed to the within instrument as Buyer, and _____
(Name of Person signing as or for Seller)
personally known to me to be the same person whose name is subscribed to the within instrument as Seller (or as
(Title) _____ of Seller), and being duly sworn, they acknowledge the execution
by signing and delivery of the within instrument in the capacities indicated, and that such execution was the free act and deed of
each of them respectively.

NOTARY
SIGN HERE

(Seal of Notary)

Notary Public _____ County,
State of _____
My commission expires: _____

State of Alabama }
County of Mobile } ss.

On this 26 day of Feb., A. D., 1966, before me, the undersigned, a Notary Public in and for said County, State
of Alabama, personally appeared Harold J. Ash to me personally known
to be the identical person named in and who executed the within instrument and acknowledged that he executed the same as
a voluntary act and deed.

INDIVIDUAL ACKNOWLEDGEMENT

James L. Guen
Notary Public in and for said County and State
My commission expires Oct 20, 1969

SELLER'S WARRANTIES AND ASSIGNMENT

To Michigan National Bank (Grand Rapids, Michigan):

The undersigned represents and warrants that the within contract, the note and all accompanying documents are genuine, properly executed, and that any statements made therein are true and shall continue to be true; that said contract arose from the conditional sale of the within described trailer, which trailer is as represented to the Buyer by the undersigned; that the title to said trailer is now vested in the undersigned free of all liens and encumbrances except the interest of the within Buyer; that the undersigned has the right to assign such title and such contract; that the terms and execution of the within contract are in compliance with all applicable laws, rules and regulations of the state and any agency or political subdivision thereof; and that all taxes or fees applicable to such transaction or to the instruments evidencing same have been properly and timely paid. The undersigned agrees to indemnify the assignee for any loss suffered due to a claim, counter-claim, cross-claim, defense or otherwise of breach of express or implied warranties either brought or interposed by the Buyer in an action by or against the assignee. The undersigned warrants that the downpayment made by Buyer as indicated on the Statement of Transaction was in cash or trade-in, and not its equivalent, and does not directly or indirectly represent a loan from Seller to Buyer; and that the Buyer is 21 years of age or older.

For value received, the undersigned does hereby sell, assign and transfer to the Michigan National Bank (Grand Rapids, Kent County, Michigan) his, its or their right, title and interest in and to the within contract and the trailer covered thereby and authorizes said Michigan National Bank to do every act and thing it deems necessary or proper to collect and discharge the same.

SIGNATURE OF
SELLER

BY

ITS

(Date)

EVOL

68

PAGE 498

MISTAKES

cause

DELAYS

Re-examine

all Signatures
all Spaces

E. H. H. C.

NAME DUE DATE PAY REC. AMT. REC. BALANCE

40103

5,528.04

VOILES R L	3 19 6	3 30 6	65.81	5,462.23
VOILES R L	4 19 6	5 4 6	65.81	5,396.42
VOILES R L	5 19 6	6 10 6	65.81	5,330.61
VOILES R L	6 19 6	8 12 6	65.81	5,264.80
VOILES R L	7 19 6	8 25 6	65.81	5,198.99
VOILES R L	8 19 6	9 8 6	36.90CR	5,235.89
VOILES R L	8 19 6	9 20 6	65.81	5,170.08
VOILES R L	9 19 6	10 18 6	65.81	5,104.27
VOILES R L	10 19 6	10 29 6	65.81	5,038.46
VOILES R L	11 19 6	11 29 6	65.81	4,972.65
VOILES R L	12 19 6	1 21 7	131.62	4,841.03
VOILES R L	2 19 7	3 20 7	65.81	4,775.22
VOILES R L	3 19 7	4 22 7	131.62	4,643.60
VOILES R L	5 19 7	6 16 7	65.81	4,577.79
VOILES R L	6 19 7	7 7 7	65.81	4,511.98
VOILES R L	7 19 7	8 14 7	65.81	4,446.17
VOILES R L	8 19 7	9 5 7	65.81	4,380.36
VOILES R L	9 19 7	9 30 7	65.81	4,314.55
VOILES R L	10 19 7	11 10 7	65.81	4,248.74
VOILES R L	11 19 7	1 3 8	65.81	4,182.93
VOILES R L	12 19 7	1 31 8	65.81	4,117.12
VOILES R L	1 19 8	2 15 8	65.81	4,051.31
VOILES R L	2 19 8	3 11 8	65.81	3,985.50
VOILES R L	3 19 8	4 13 8	65.81	3,919.69
VOILES R L	4 19 8	6 3 8	65.81	3,853.88
VOILES R L	5 19 8	7 8 8	65.81	3,788.07
VOILES R L	6 19 8	8 31 8	131.62	3,656.45
VOILES R L	8 19 8	10 3 8	64.81	3,591.64
VOILES R L	9 19 8	10 16 8	65.81	3,525.83
VOILES R L	10 19 8	10 24 8	65.81	3,460.02
VOILES R L	11 19 8	11 6 8	50.00CR	3,510.02
VOILES R L	11 19 8	12 3 8	65.81	3,444.21
VOILES R L	12 19 8	1 10 9	65.81	3,378.40
VOILES R L	1 19 9	3 6 9	65.81	3,312.59
VOILES R L	2 19 9	3 20 9	65.81	3,246.78
VOILES R L	3 19 9	4 9 9	65.81	3,180.97
VOILES R L	4 19 9	5 8 9	65.81	3,115.16
VOILES R L	5 19 9	5 24 9	65.81	3,049.35
VOILES R L	6 19 9	7 10 9	65.81	2,983.54
VOILES R L	7 19 9	8 19 9	65.81	2,917.73
VOILES R L	8 19 9	11 4 9	197.43	2,720.30
VOILES R L	11 19 9	11 6 9	44.30CR	2,764.60
VOILES R L	11 19 9	12 17 9	65.81	2,698.79
VOILES R L	12 19 9	12 18 9	28.60CR	2,727.39
VOILES R L	12 19 9	1 17 0	65.81	2,661.58
VOILES R L	1 19 0	2 26 0	65.81	2,595.77
VOILES R L	2 19 0	5 28 0	263.24	2,332.53
VOILES R L	6 19 0	6 20 0	65.81	2,266.72
VOILES R L	7 19 0	7 21 0	65.81	2,200.91
VOILES R L	8 19 70	8 31 70	311.40CR	2,512.31
VOILES R L	8 19 70	10 08 70	65.81	2,446.50

NAME DUE DATE PAY REC. AMT. REC. BALANCE

VOILES R L	9 19 70	11 13 70	80.81	2,365.69
VOILES R L	10 19 70	12 10 70	65.81	2,299.88

STATE OF ALABAMA

County of ~~Mobile~~. Baldwin

KNOW ALL MEN BY THESE PRESENTS, That we, MICHIGAN NATIONAL BANK

as Principal, and ~~FIDELITY AND DEPOSIT COMPANY OF MARYLAND~~ Des, are held and firmly bound unto
RONALD VOILES

in the sum of THREE THOUSAND DOLLARS (\$3,000.00)

for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our heirs,
executors and administrators. Sealed with our seals and dated this 5th day of January
in the year of our Lord, one thousand, nine hundred and Seventy-One

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said
MICHIGAN NATIONAL BANK

did, on the _____ day of January, (1) 971, sue out in the Circuit Court
of Baldwin
~~of Mobile~~ County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him to take
into his possession the following described property, to-wit: _____

One 1966 Statler Mobile Home, Serial Number 965

which said writ was placed in the hands of TAYLOR WILKINS

Sheriff of the County of Baldwin, on the _____ day of _____, 19 71, by taking into his possession
the following described property, to-wit: _____

One 1966 Statler Mobile Home, Serial Number 965

and whereas the said RONALD VOILES

defendant in said writ, has failed and neglected, for the space of five days from the execution of said writ, to give bond
and take possession of said property as authorized by law.

Now is the said MICH IGAN NATIONAL BANK

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment, and
pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to remain
in full force and effect.

MICHIGAN NATIONAL BANK

BY: M. J. Bestema (Seal)

~~FIDELITY AND DEPOSIT COMPANY OF MARYLAND~~ (Seal)

BY: [Signature] (Seal)

As its Attorney-in-Fact

Taken and approved this the _____ day of _____, 19 _____

Sheriff, ~~Mobile County~~, Alabama
Baldwin County, Alabama

No. _____

CIRCUIT

COURT

~~MOBILE COUNTY~~
BALDWIN COUNTY

MICHIGAN NATIONAL BANK,

Plaintiff

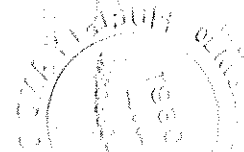
vs.

Detinue Forthcoming

Bond by Plaintiff

RONALD VOILES,

Defendant



Mobile home, serial No. 965, purchased by me and which is the subject of the law suit against me by Michigan National Bank, in order that I may defend the same.

X Ronald L. Voiles
Ronald Voiles
Defendant

Sworn to and subscribed before me on this the 1 day of March
1971.

[Signature]
Notary Public

I, the undersigned, Taylor Wilkins, Jr., do hereby certify that I have on this day forwarded a true and exact copy of the foregoing motion and affidavit to Mr. Wilson Hayes, Bay Minette, Alabama, attorney of record for the Plaintiff, by mailing the same in the United States Post Office, properly addressed, with the postage paid thereon.

DONE this the 1 day of March, 1971.

[Signature]
Attorney for Defendant

FILED

MAR 4 1971

EUNICE B. BLACKMON CIRCUIT CLERK

1 VOL

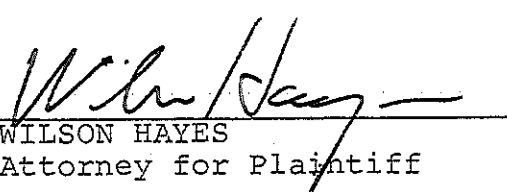
68 MS 494

MICHIGAN NATIONAL BANK) IN THE CIRCUIT COURT
 Plaintiff) OF BALDWIN COUNTY,
VS) ALABAMA.
RONALD VOILES) AT LAW.
 Defendant) CASE NO. 9645

INTERROGATORIES TO DEFENDANT

Comes now the plaintiff in the above styled cause and propounds the following interrogatories to the defendant:

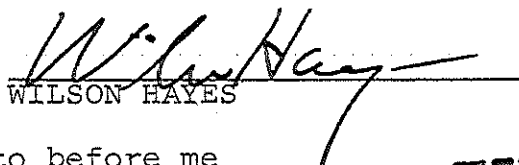
1. Please state your name and address.
2. Please examine the attached Exhibit A and B and state whether or not you executed the original of both documents.
3. Please state whether or not you are in possession of the housetrailer sued for in the complaint of the plaintiff and if so, please state as follows:
 - A. The date on which you acquired possession.
 - B. Whether or not said possession has been continuous from the date of acquisition until the present date.
4. Please state what payments you have made on the note and contract of the plaintiff relative to the purchase of the housetrailer involved in this proceedings, giving the date and amount of each payment.


WILSON HAYES
Attorney for Plaintiff

STATE OF ALABAMA

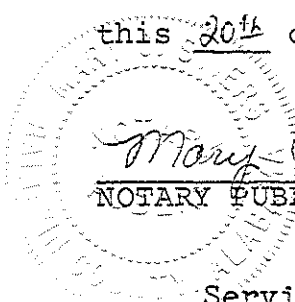
COUNTY OF BALDWIN


Before me, the undersigned authority, personally appeared Wilson Hayes, attorney of record in the above styled cause, who was already known to me and who was sworn by me to speak the truth and who stated that the foregoing interrogatories and the answers thereto, if well and truthfully given and made will constitute true, important and competent material and relevant evidence for plaintiff on the trial of said cause.


WILSON HAYES

Sworn and subscribed to before me

this 20th day of April, 1971.



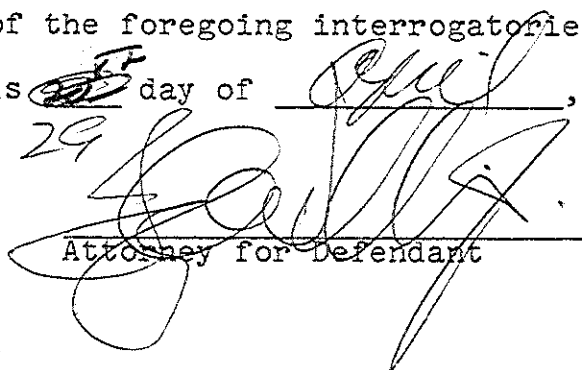

NOTARY PUBLIC

FILED

APR 21 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Service of a copy of the foregoing interrogatories is hereby acknowledged, this 29th day of April, 1971.


Attorney for Defendant