

SUMMONS

STATE OF ALABAMA)
) TO ANY SHERIFF OF THE STATE OF ALABAMA:
BALDWIN COUNTY)

You are hereby commanded to summon VIRGINIA CARVIN of 303 Fifth Ave., Foley, Alabama and LESLIE McGASTER of Lot 41, Dadeville, Alabama, to appear within thirty days after the service of this summons in the Circuit Court to be held for said County, then and there to demur or plead to the complaint of GENERAL FINANCE CORP.

Witness my hand this 11 day of May, 1971.

Eunice B. Blackburn
Clerk

* * * * *

GENERAL FINANCE CORP.,)	
Plaintiff)	IN THE CIRCUIT COURT OF
v.)	BALDWIN COUNTY, ALABAMA
VIRGINIA CARVIN and)	AT LAW
LESLIE McGASTER,)	NO <u>9832</u>
Defendants)	

COMPLAINT

The Plaintiff claims of the Defendant One Thousand, Four Hundred Sixteen and 16/100 Dollars, (\$1,416.16), damages for the breach of a written contract, entered into by them on the 13th day of July, 1970, in substance as follows: Bob Salter Chevrolet, Inc., agreed to sell to Defendants one 1967 2 door Chevrolet, vehicle identification number 138177A107444, and in return, Defendants agreed to pay to the Bob Salter Chevrolet, Inc., of Pensacola, Florida, or Assignee, a total of 30 monthly payments in the amount of \$63.59, commencing on August 13, 1970, totaling \$2186.40.

And the Plaintiff says that, although the contract was duly assigned to it by Bob Salter Chevrolet, Inc., and although it and Bob Salter Chevrolet, Inc., have complied with all its provisions on their parts, the Defendant has failed to comply with the following provisions thereof, vis: They have defaulted on the April and May payments and, according to the terms of the contract, all payments are due and payable, and the balance owed is \$1,416.16.

Daniel E. Robison
Daniel E. Robison
Plaintiff's Attorney

FILED

MAY 11 1971

FUNICE B. BLACKMON CIRCUIT
CLERK

9832

sheriff claims 14 miles at
Ten Cents per mile Total \$ 14.40
TAYLOR WILKINS, Sheriff
BY Cham
DEPUTY SHERIFF

MAY 12 1971

TAYLOR WILKINS
SHERIFF

Received 2 day of May 1971
and on 21 day of May 1971
I served a copy of the within 840
on Virginia Carwin
Leslie M. Gaster
By service on _____

TAYLOR WILKINS, Sheriff
D. S.

Returned 24 day of May
Not found in my county after diligent search and in-
quiry. Leslie M. Gaster
By Taylor Wilkins Sheriff
F. J. Farrow
Deputy Sheriff
Gallaposa County

General Finance Corp
Pltz

vs.

Virginia Carwin &
Leslie M. Gaster

FILED

MAY 11 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

Daniel E. Robinson

Daniel E. Robison

P. O. Box 794
PHONE 943-4955

ATTORNEY AT LAW

117 So. Alston Street
FOLEY, ALABAMA 36535

May 10, 1971

Dear Eunice:

\$30.00 as security for court costs will be along within
2-3 days.

Daniel E. Robison

Daniel E. Robison

9832


GENERAL FINANCE CORP.,)	
Plaintiff)	IN THE CIRCUIT COURT OF
vs.)	BALDWIN COUNTY, ALABAMA
VIRGINIA CARVIN,)	AT LAW
LESLIE MC GASTER,)	NO. 9832
Defendants)	

AMENDMENT

Comes now the Plaintiff in the above styled cause, and asks leave of this Honorable Court to amend the complaint heretofore filed, by the following manner:

DELETE: "One Thousand, Four Hundred Sixteen and 16/100ths Dollars (\$1,416.16)"

INSERT INSTEAD: "One Thousand, Three hundred and Thirty-two and 57/100ths Dollars(\$1,332.57)"


 Daniel E. Robison
 Plaintiff's Attorney

FILED

AUG 12 1971

EUNICE B. BLACKMON CIRCUIT CLERK

DANIEL E. ROBISON
ATTORNEY AT LAW
1188 WEST LAUREL
FOLEY, ALABAMA 36535

PHONE 943-4955

P. O. BOX 794

August 11, 1971

Clerk of the Court
Circuit Court, at Law
Bay Minette, Alabama

RE: GENERAL FINANCE CORP.
VS.
VIRGINIA CARVIN,
LESLIE MC GASTER

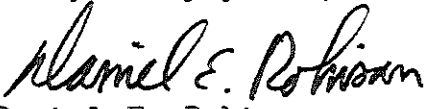
Dear Eunice:

In this ~~case~~ case, service was had on VIRGINIA CARVIN on May 31, 1971.

Service on the other defendant was returned "Not Found."

Thirty days have gone by since service on Virginia Carvin. Please give my client a default judgment against VIRGINIA CARVIN in the amount of \$1,332.57 (note the amendment, and verified account and contract).

Very truly yours,


Daniel E. Robison

STATE OF ALABAMA)

BALDWIN COUNTY)

VERIFICATION OF ACCOUNT

Before me, the undersigned authority on this day personally appeared W.E. Smith known to me, who being by me duly sworn states on oath that the foregoing and annexed account in favor of GENERAL FINANCE CORP. against VIRGINIA CARVIN for the sum of \$1332.57 is within the knowledge of affiant, just and true; that it is due and unpaid and that all lawful offsets, payments and credits have been allowed.

W.E. Smith, Manager
Affiant

Subscribed and sworn to before me this 9th day of
August 1971

L. B. Boyles
Notary Public

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

13 13 67 Chev. 2Dr. 8 Malibu S Spt 138 177A 107 444

ARVIN, Virginia
703 5th Ave.
Boley, Ala.
36535

U S Army
Leslie McLawver

30 @ 83.59 8-13-70

Gulf Tele Company
Maid

DEALER NAME AND NO.
K. 4Spd. PS,
Bob Salter Chev. Inc.
755

SOME PHONE
943-5434

BUSINESS PHONE
943-3541

1223 126.00
PRINCIPAL BALANCE 1523.70
FINANCE CHARGE 384.00
TIME BALANCE 1907.70
CHECK 1350.00
DEFERRED CERTIFICATE
INSURANCE - TOTAL 173.70

1242
1241 68.84
1243
OFFICIAL FEES X 7.70
FILING, DOC OR INTANG. 18.06
N.F.C. PmKR 310.16
PLAN A.P.R.
P.A.N.R. 15.7
G.E.T. 20.05 - 18.06

REINSTATEMENT FEES

CHARGES
DATE AMOUNT
2-9 80.77
3-11 318
4-7 318
6-7 318

CREDITS
DATE AMOUNT

VERIFICATION
DATE BY
PHYS. TEL.
COUNTER
ADJUSTER
INS. CLAIM
OTHER

MOTOR VEHICLE CERTIFICATE OF TITLE

STATE OF FLORIDA

MOTOR NUMBER ALL MAKES THROUGH 1954 - IDENTIFICATION NUMBER 1955 AND LATER

MAKE CHEV	BODY CP	IDENTIFICATION NUMBER 138177A107444	TITLE 1973862
MODEL 3817	DMV CODE USE ONLY	THIS VEHICLE IS OR HAS PREVIOUSLY BEEN USED AS A	
YR. MO. 67	CYLS 8	USE PVT	STATE PREV. REG. FLA
		CTV 9	

REGISTERED OWNER (LAST NAME FIRST)
CARVIN VIRGINIA
303 5 AV
FOLEY AL

DATE OF ISSUE
 MO. DAY YR.
8 | 10 | 70

1ST LIEN HOLDER
GENERAL FINANCE CORP
730 W GARDEN ST
PENSACOLA FL

DATE
 MO. DAY YR.
7 | 13 | 70

AMOUNT OF LIEN
\$1,907.70

2ND LIEN HOLDER

DATE
 MO. DAY YR.

AMOUNT OF LIEN

LIEN SATISFACTION —

ADDITIONAL LIENS —

THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN OR (LIENS) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES FULL PAYMENT AND SATISFACTION THEREOF. NOTE: IF LIEN HOLDER IS SAME ON 1ST AND 2ND LIENS AND ONLY ONE LIEN IS BEING SATISFIED, COMPLETE PROPER SPACE BELOW. DO NOT PERFORATE OR USE PAID STAMP.

1ST LIEN _____ BY _____
 (LIEN HOLDER) (SIGNATURE AND TITLE)

2ND LIEN _____ BY _____
 (LIEN HOLDER) (SIGNATURE AND TITLE)

SWORN AND SUBSCRIBED BEFORE ME THIS _____ 19____

AT _____ FLORIDA _____
 (NOTARY PUBLIC OR OTHER OFFICER HAVING SEAL)

MY COMMISSION EXPIRES _____ (AFFIX SEAL)

Satisfactory proof of ownership having been submitted under Section 319.23, Florida Statutes, that title to the motor vehicle described above is vested in the owner named herein subject to the liens noted above, this official certificate of title is issued for said motor vehicle.

Division of Motor Vehicles

Rich Livingston
 DIRECTOR



Tallahassee, Florida

Department of Highway Safety
 and Motor Vehicles

Ralph Davis
 EXECUTIVE DIRECTOR

A1976990

Buyer (and Co-Buyer)-Name and Address (Include County and Zip Code)	Seller-Name and Address
Virginia Carvin 303 5th Avenue Foley, Alabama	Bob Salter Chevrolet, Inc. P. O. Box 368 Pensacola, Fla.

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 Used	Year	Make	Body Style	Model or Model No.	No. of Cyl.	Vehicle Identification Number
Used	1967	Chevrolet	2 Dr.		8	138177A107444

EXTRA EQUIPMENT (Please Check)

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

DESCRIPTION OF TRADE IN

None

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
☐ \$ 100.00 Deductible Collision
☐ Combined Additional Coverage

\$ 126.00 (a)

(B) CREDIT LIFE INSURANCE:

Covers the scheduled UNPAID BALANCE at time of death.

\$ 47.70 (b)

(C) CREDIT ACCIDENT AND HEALTH INSURANCE:

\$ NA (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

\$ 181.40

☒ 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: Virginia Carvin Date 7-13-70Insured: Leslie M. Dast

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.

ENH "WITHOUT RECOURSE" _____ "FULL RECOURSE" _____ "REPURCHASE"
 Initial Initial Initial

"LIMITED GUARANTEE"

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

DISCLOSURE OF TRANSACTIONS

(1) Cash Price \$ 1628.70

Cash Down Payment \$ 278.70

Trade In (See Opposite)

\$ NA

(2) Total Down Payment \$ 278.70

(3) Unpaid Balance of Cash Price \$ 1350.00

(Difference between Items 1 & 2)

(4) Other Charges

Insurance

(See Opposite)

\$ 173.70

Filing Fees

\$ 7.70

Taxes (Not included in Cash Price)

\$ NA

License, Title &

Registration Fees

\$ NA

Motor Club

\$ NA

Total Other Charges \$ 181.40

(5) Unpaid Balance—Amount Financed (Sum of 3 & 4) \$ 1531.40

(6) FINANCE CHARGE \$ 376.30

(7) Total of Payments (Sum of 5 & 6) \$ 1907.70

(8) Deferred Payment Price (Sum of 1, 4 & 6) \$ 2186.40

(9) ANNUAL PERCENTAGE RATE 18.06 %

(10) PAYMENT SCHEDULE: Buyer hereby agrees to pay to Seller the Total of Payments (Item 7 above) in _____ 30 _____ monthly installments of \$ 63.59 each, and one final installment of \$ _____ on the like day of each month commencing on the 13 day of August, 19 70.

(11) BALLOON PAYMENT(S) _____

(Insert amount of each payment that is more than twice the amount of any otherwise regularly scheduled equal payment.)

(12) 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.

(13) 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.

(14) 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.

(15) 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 13 day of July, 19 70.

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: Virginia CarvinCo-Buyer: Leslie M. Dast

BOB SALTER CHEVROLET, INC.

(Seller)

By Leslie M. Dast Title: Manager

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

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 manner; and there is no 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, (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.



TOP SECRET CHAIRMAN, INC.

SEE LAST PAGE FOR INSURANCE RATING STATEMENT, WHICH MUST BE FIRST ALSO