

MERIT CREDIT CORPORATION, INC. OF)
ALABAMA, a corporation,)
Plaintiff,)
vs.)
CURTIS BOSBY and LINDA SUSAN BOSBY,)
Defendants.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COUNT ONE

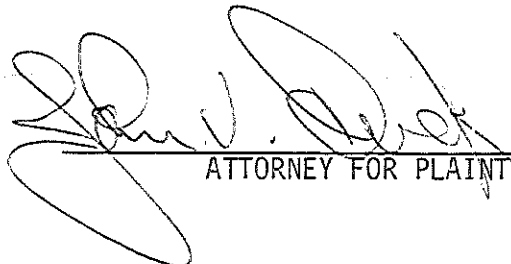
Plaintiff claims of the Defendants the sum of THREE HUNDRED SIXTY-NINE AND 47/100 (\$369.47) DOLLARS for the breach of a written agreement entered into by them on, to-wit: the 1st day of October, 1970 for the purchase of one new Rainbow Cleaner , Serial No. 3264193.

That in and by the terms of said agreement, Defendants agreed to pay the sum of NINETEEN AND 70/100 (\$19.70) DOLLARS for twenty-four equal installments, and that the Defendants have defaulted and failed and refused to make said payments.

That in and by the terms of said agreement, Defendants agreed that in the event of a default in any one installment, then the holder had the option to declare the entire sum due and payable, and the Plaintiff now claims the entire sum due and payable in accordance with the tenor of said agreement.

That in and by the terms of said agreement, Defendants waived all rights under the laws and Constitution of the State of Alabama for exemptions, and the Plaintiff now claims the benefit of said waiver.

That in and by the terms of said agreement, Defendants agreed to pay a reasonable attorneys fee incurred by the holder, and the Plaintiff now claims the further and additional sum of SIXTY (\$60.00) DOLLARS as a reasonable attorneys fee.


ATTORNEY FOR PLAINTIFF

FILED

APR 12 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 10,344

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon CURTIS BOSBY and LINDA SUSAN BOSBY

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

CURTIS BOSBY and LINDA SUSAN BOSBY, Defendant.....

by MERIT CREDIT CORPORATION, INC. OF ALABAMA

....., Plaintiff.....

Witness my hand this 13 day of April 1973

Eunice B. Blackmon, Clerk

No. 10,344 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

MERIT CREDIT CORPORATION, INC. OF
XXXXXXXXXXXXXXXXXXXX ALABAMA

Plaintiffs

vs.

CURTIS BOSBY and LINDA SUSAN BOSBY
Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

APR 12 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

APR 12 1972

JAYL
SHERIFF

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
135 Greeno Road
Fairhope, Alabama

Received In Office

APR 12 1972 19.....

TAYLOR WILKINS
SHERIFF Sheriff

I have executed this summons

this April 14 1972

by leaving a copy with

Curtis Bosby
Linda Susan Bosby

Sheriff's claim 140 fines or
Ten Cents per mile Total 14.00
TAYLOR WILKINS Sheriff
BY Donald Johnson
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Donald Johnson Deputy Sheriff

Serve in Fairhope

JOHN V. DUCK
ATTORNEY AT LAW
P. O. BOX Y
FAIRHOPE, ALABAMA 36532

June 8, 1972

Mrs. Eunice Blackman
Clerk of the Circuit Court
Bay Minette, Alabama

10344

Dear Mrs. Blackman:

Re: Merit Credit Company
Vs: Curtis Bosby and Linda Susan Bosby

I am enclosing the original contract in the above entitled cause.

I would appreciate if you would have the Judge enter a judgment by default in the amount of \$369.47 plus an attorney's fee of \$60.00, or a total judgment of \$429.47.

Thanks.


Sincerely,

JVD/ts
encl.

RETAIL INSTALMENT CONTRACT

(PURCHASE MONEY SECURITY AGREEMENT)

DATED

AT (CITY)

DO NOT WRITE IN THIS SPACE

Name of Buyer ☐ Mr. ☒ Mrs. ☐ Miss Carline Bosh Spouse Linda

Street Address 135 Kellard Phone No. 28-7858

City Fairhope State Ala Zip Code

Age 25 How Long At Above Address life CHECK ONE ☒ Own ☐ Buy ☐ Rent ☐ Room ☐ In City life

Employer Food Ingeneral Mo. Salary \$90.00 How Long 14y

Employer Address Phone No. Occupation

Her Employer H.W. Mo. Salary How Long Phone No.

Credit Reference Tommas Address Mobile

Credit Reference First Nat Bank Address Fairhope

Personal Reference Interstate Gas Address Robert Dale

Personal Reference Address

- Cash Price — including taxes \$391.70
- Total Downpayment \$31.70
- Cash \$ Trade-in \$
- Unpaid Balance of Cash Price (1 minus 2) \$360.00
- Official Fees \$0
- Total Insurance Cost (see below) \$9.47
- Amount Financed (sum of 3, 4 & 5) \$369.47
- FINANCE CHARGE \$103.23
- Total of Payments (sum of 6 & 7) \$472.50
- Deferred Payment Price (1 plus 4, 5 & 7) \$

ANNUAL PERCENTAGE RATE 24.92 %

NEW OR USED	MODEL NO. OR STYLE	SERIAL NO.	DESCRIPTION OF GOODS (SHOW MAKE OR TRADE NAME) AND/OR SERVICES	UNIT PRICE	SALES TAX	TOTAL CASH SALE PRICE
<u>new</u>	<u>Busch</u>	<u>3264193</u>	<u>complete with a/c.</u>	<u>369.50</u>	<u>22.70</u>	<u>391.70</u>

PAYMENT TERMS. In consideration of the sale and delivery of the above described Goods in good condition, which is hereby acknowledged by Buyer, the Buyer will pay Seller the above Total of Payments in consecutive monthly instalments in the number and amounts stated under Instalment Payment Schedule, beginning on the date First Instalment is Due and on the same date of each succeeding month until said Total of Payments has been fully paid in cash.

Total No. of Instalments	INSTALMENT PAYMENT SCHEDULE			
NO. @ AMOUNT	A	NO. @ AMOUNT	FIRST INSTL. IS DUE	
<u>24</u>	<u>\$19.40</u>	<u>N</u>	<u>\$</u>	<u>11/10/71</u>

DEFAULT CHARGES. If Buyer fails to pay any scheduled instalment hereon, when due, and such default continues for more than 10 days, Seller may charge and collect a default charge not to exceed 5% of such defaulted instalment or \$5.00, whichever is less.

UNEARNED FINANCE CHARGE. If Buyer prepays the Total of Payments one or more full months before scheduled maturity of the contract, Seller will credit Buyer with the unearned FINANCE CHARGE computed by the "sum-of-the-digits" method, sometimes called the Rule of 78's, subject to a minimum charge of \$15.00.

SECURITY INTEREST. Seller shall retain title to said Goods and have a purchase money security interest therein under the Uniform Commercial Code until the Total of Payments and all other amounts due from Buyer hereunder have been paid in full. Buyer agrees that the Goods shall retain their status as personal property and shall not become fixtures regardless of their mode or method of installation.

CREDIT LIFE AND CREDIT DISABILITY INSURANCE. Neither of these insurance coverages is required in order to obtain this credit, and no charge(s) will be made therefor, nor will either be provided, unless Buyer indicates his desire therefor by signing below. If Buyer requests such insurance, the cost(s) for the term of this contract will be:

Credit Life Insurance \$ 9.47; Disability Insurance \$; Total Insurance Cost \$

Date Oct 1, 1971 Buyer's Signature Carline Bosh

NOTICE TO THE BUYER: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. 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 FINANCE CHARGE. Keep this contract to protect your legal rights. Additional provisions of this contract are printed on the reverse side hereof.

Buyer acknowledges receipt of a completely executed copy of this RETAIL INSTALMENT CONTRACT

Seller Gulf Coast Rayhu Buyer Carline Bosh

(Complete corporate, or trade name) (Buyer on whom insurance will be written)

Address 4137 Maffet Rd. Mobile Buyer Linda Bosh

(Co-Buyer or spouse of above Buyer)

By Paul H. Hall Buyer

(Agent of Seller) (Title) (Co-Buyer, guarantor or endorser)

DUPLICATE ORIGINAL

ADDITIONAL PROVISIONS OF THIS RETAIL INSTALMENT CONTRACT

WARRANTIES. This contract contains all of the agreements of the parties relative to this retail instalment sale, and no representations, promises, statements or warranties, express or implied, have been made by Seller unless contained herein in writing.

LOSS AND ENCUMBRANCE. Buyer assumes the entire risk of loss or damage to said Goods and agrees that their loss or damage shall not relieve Buyer from his obligations hereunder; and, Buyer shall not sell, lease, encumber or place said Goods in any other person's possession or remove them from Buyer's address stated herein without express written consent of the holder hereof.

DEFAULT. Time is of the essence of this contract. Upon the event of any occurrence of any event of default, the holder hereof may declare all unpaid instalments due hereon and all other indebtedness due hereunder immediately due and payable without notice or demand, and thereupon the parties shall have all the rights and remedies provided by the Uniform Commercial Code of this State, and all rights and remedies of the holder, whether provided for in this contract or conferred by law are cumulative. In addition to the Default Charge hereinbefore provided for, Buyer agrees to pay reasonable attorney's fees incurred by the holder in the collection or enforcement of this contract. In the event of sale of goods by the holder in order to enforce its security interest, the requirement of reasonable notice shall be met if such notice is mailed postage prepaid, addressed to Buyer at the home address of Buyer shown on the reverse side hereof, at least five days before the time of such sale or disposition.

ASSIGNMENT. Buyer agrees that this contract may be assigned by Seller, and if so assigned Buyer agrees that he will not set up any claim which he may have against Seller as a defense, counter-claim, setoff or cross-complaint to any action brought by the assignee or holder of this contract, and that he will not assert any such right of action which he may have against Seller by suit against such assignee or holder (unless Buyer's written notice of defense or right of action which he may have against Seller has been received by said assignee within the number of days specified by law, after delivery of the Goods). Buyer further agrees that he will make all payments due or to become due hereunder at the place where said assignee or holder hereof shall from time to time appoint.

VALIDITY. Any provisions of this contract prohibited by law in the State where executed shall be ineffective in that State to the extent of such prohibition without invalidating all the remaining provisions hereof.

ASSIGNMENT TO: Merit Credit Co. (ASSIGNEE)

For value received, the undersigned hereby sells, assigns and transfers all right, title and interest in, to and under the within contract, and in and to the property therein described, to the above named Assignee, its successors and assigns, or order, and warrant that said contract is valid and genuine and in all things what it purports to be and the only contract executed between the parties thereto for the property therein described, that said property has been delivered to the Buyer and accepted; that the cash down payment therein set forth is correctly represented, including credit for trade in, if any; that the undersigned has no knowledge of any fact which would impair the validity of said contract; that all parties to said contract have legal capacity to contract; and that a completely executed copy of said contract has been delivered to the Buyer. In consideration of the purchase of said contract by Assignee, undersigned agrees that the undersigned's further liability to Assignee with respect thereto shall be governed by paragraph 1. or 2. below as executed by the undersigned. Said paragraph 1. or 2. when so executed shall become part of this assignment.

1. WITHOUT RECOURSE

We hereby agree that the assignee may withhold \$_____ of the purchase price of the within contract, said sum shall be retained by the assignee and credited to the reserve account of the undersigned, against which the assignee shall charge all losses sustained through non-payment of this assignment or any other contract or assignment sold and delivered by the undersigned to the assignee at any time.

2. WITH RECOURSE

We jointly and severally agree to pay to the holder all payments promptly and payment of the entire unpaid balance, if the Buyer defaults in the payment of any instalment, waiving any extension of time made by the holder, presentment for payment, protest, notice of protest, and notice of the acceptance hereof.

SELLER

CORPORATE, FIRM OR TRADE NAME

SELLER

CORPORATE, FIRM OR TRADE NAME

BY

(L.S.)

TITLE

BY

(L.S.)

TITLE