

WRIGHT DISCOUNT CORPORATION, )  
a corporation, )

Plaintiff )

vs. )

WILLIE L. JACKSON, )

Defendant )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

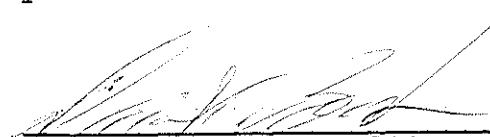
CASE NO. 10,560

C O M P L A I N T

COUNT I

The plaintiff claims of the defendant the sum of SIX HUNDRED SEVENTY-NINE AND 60/100 DOLLARS (\$679.60) due by promissory note made by him on, to-wit, the 14th day of June, 1972, and payable on, to-wit, the 17th day of August, 1972.

And the plaintiff avers that in said note and as a part of the consideration thereof the defendant has expressly waived his rights to claim personal property as exempt to him under the constitution and laws of the State of Alabama or any other state; and the plaintiff avers that in said note and as a part of the consideration thereof, the defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff hereby claims the further sum of ONE HUNDRED ONE AND 85/100 DOLLARS (\$101.85) as such attorney's fee.

  
DANIEL A. BENTON, Attorney for Plaintiff

This Instrument Was  
Prepared By  
ANIEL A. BENTON  
Attorney At Law  
Box 471  
Fairhope, Ala. 36532

Defendant can be served at his  
residence which is

Route 1, Box 379  
Daphne, Alabama

**FILED**

AUG 23 1972

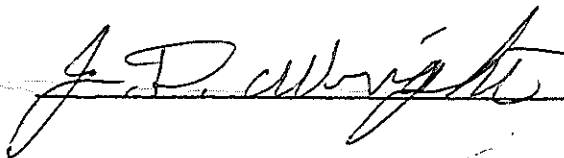
EUNICE B. BLACKMON CIRCUIT  
CLERK

AFFIDAVIT

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared J. D. WRIGHT who, known to me and being by me first duly sworn, deposes on oath and says that he is the duly authorized representative of WRIGHT DISCOUNT CORPORATION, Plaintiff in the attached lawsuit; that to the best of his knowledge, information and belief, the contract which is the basis of said lawsuit was executed pursuant to the provisions of Act No. 2052 of the Legislature of the State of Alabama, 1971, and that there have been no violations of said Act; and that the Defendant (s) in said lawsuit is a non-resident of Mobile County, Alabama.



SWORN TO AND SUBSCRIBED BEFORE ME

ON THIS 31st DAY OF July, 1972.

  
Notary Public, ~~State of Alabama~~ ~~in Large~~

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. ....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ....WILLIE L. JACKSON.....

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.....

.....WILLIE L. JACKSON....., Defendant.....

by .....

.....WRIGHT DISCOUNT CORPORATION, a corporation..... Plaintiff.....

Witness my hand this.....23.....day of.....August.....1942.....

.....Eunice B. Blackmon....., Clerk

No. 14,560

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

WRIGHT DISCOUNT CORPORATION,

a corporation

Plaintiffs

vs.

WILLIE L. JACKSON

Defendants

SUMMONS AND COMPLAINT

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

**FILED**

Clerk

AUG 23 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

RICKARBY & BENTON  
Fairhope, Alabama

**RECEIVED**

Plaintiff's Attorney

AUG 23 1972

TAYLOR WILKINS

Defendant's Attorney

Defendant lives at

Route 1, Box 379  
Daphne, Alabama

Received In Office

30, D. U. L. 19.2.2  
Taylor Wilkins Sheriff  
Donald P. Johnson D. Sheriff

I have executed this summons

this 30, D. U. L. 19.2.2

by leaving a copy with

Willie L. Jackson

Sheriff Clarence Father  
Ten Cents per mile Total \$ 3.50  
TAYLOR WILKINS  
BY Johnson  
DEPUTY SHERIFF

TAYLOR WILKINS, SHERIFF OF BALDWIN  
COUNTY, ALABAMA, CLAIM \$1.50 EACH.  
FOR SERVING PROCESS(ES) AND  
TRAVEL EXPENSE ON EACH OF \$  
PROCESS(ES) OR A TOTAL OF \$  
Taylor Wilkins Sheriff

Donald P. Johnson Deputy Sheriff

Serve in Belcrest

E. G. RICKARBY  
DANIEL A. BENTON  
TELEPHONE  
(205) 928-2308

LAW OFFICES  
**RICKARBY & BENTON**  
ATTORNEYS AT LAW  
316 MAGNOLIA AVENUE  
P. O. BOX 471  
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH  
EARLE REALTY BUILDING  
HIGHWAY 98  
TELEPHONE  
(205) 626-2608

August 22, 1972

Mrs. Eunice Blackmon  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Re: Wright Discount Corporation  
v. Willie L. Jackson, and  
v. James H. Bozeman, and  
v. Andrew Evans, and v. Connie B. Knight, et al.

Dear Mrs. Blackmon:

Enclosed are suit papers in the above listed matters. Please process.

Thank you.

Yours very truly,

  
Daniel A. Benton

DAB:w  
Enc.

E. G. RICKARBY  
DANIEL A. BENTON  
TELEPHONE  
(205) 928-2508

LAW OFFICES  
**RICKARBY & BENTON**  
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FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH  
EARLE REALTY BUILDING  
HIGHWAY 98  
TELEPHONE  
(205) 626-2608

October 13, 1972

Mrs. Eunice Blackmon  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Re: Wright Discount Corporation  
v. Willie L. Jackson  
Case No. 10,560, at Law

Dear Mrs. Blackmon:

Please take the enclosed letter, promissory note, file and  
docket sheet to the Judge for his action.

Yours very truly,

  
Daniel A. Benton

DAB:w  
Enc.

E. G. RICKARBY  
DANIEL A. BENTON  
TELEPHONE  
(205) 928-2308

LAW OFFICES  
**RICKARBY & BENTON**  
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FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH  
EARLE REALTY BUILDING  
HIGHWAY 98  
TELEPHONE  
(205) 626-2608

October 13, 1972

Honorable Telfair J. Mashburn  
Judge of the Circuit Court  
Bay Minette, Alabama 36507

Re: Wright Discount Corporation  
v. Willie L. Jackson  
Case No. 10,560, at Law

Dear Judge Mashburn:

We request judgment by default in the above-styled matter in the amount of \$747.50 which constitutes \$679.60 due under the note plus a 10% attorney's fee of \$67.90. The case is submitted on the original complaint, original promissory note attached hereto. The defendant was personally served on August 30, 1972.

Respectfully submitted,

  
Daniel A. Benton

DAB:w  
Enc.

# WRIGHT DISCOUNT CORPORATION

## CONDITIONAL SALES CONTRACT - ORIGINAL

The undersigned seller hereby sells, and the undersigned purchaser(s) jointly and severally having been offered a lower price for cash, hereby elect(s) to and do(es) purchase for the time price and subject to the terms and conditions hereinafter set forth, the following property delivery and acceptance of which in its present condition as is and how is, after thorough examination, is hereby acknowledged by purchaser(s), viz:

NEW OR USED	YEAR AND MAKE	NO. CYL.	SERIES NAME OR NO.	BODY TYPE & MODEL NO.	SERIAL NO.	MOTOR NO.	LICENSE NO.
USED	1966 Ford		Galaxie	2/dr HT	6A66C250519		2-95353

For a Total Time Price of \$ 869.60  
 Paid in Cash and/or Trade-in on or before Delivery \$ 150.00  
 Leaving a Deferred Time Balance of \$ 719.60  
 which time balance, evidences by note of even date herewith, is payable to order of seller in 8@20.00 installment(s) of \$ 33@16.50  
 each, with a final installment of \$ 15.10, the first installment commencing 6/21/72 and the remaining installments becoming due monthly on the same day of each successive month thereafter, until fully matured, with interest on installments after maturity at 6% per annum, and the undersigned agreeing to pay all expenses, charges and costs in making or attempting to make collections, including a reasonable attorney's fee for collection and/or enforcement of this contract and said note.

1. The above article(s) will be generally kept at No. Rt. 1, Box 379  
 (St. or Ave. or R.F.D. & Box)

Daphne (City) Ala. (State)

and is all and the only property of like kind, character and description of the undersigned purchaser located at said address.

2. Title to said property shall not pass to the purchaser until said amount is fully paid in cash.

3. No transfer, renewal extension or assignment of this contract or any interest thereunder or loss, injury or destruction of said property shall release the purchaser from any obligation hereunder; and any assignee shall be entitled to all the rights of the seller and to exercise all rights, elections and discretion granted under this contract to seller; and the undersigned represents to any assignee of said contract or endorsee of said note that said instruments are each and both genuine, legal, valid and enforceable obligations, and owing for the amount shown therein; and when this contract is assigned and/or said note negotiated same shall be free from defense, counterclaim or cross-complaint by purchaser.

4. This contract covers all agreements between the parties and no warranties, express or implied, representation, promises or statements have been made by the seller unless entered or endorsed hereon in writing, and none of same shall be binding upon seller or any assignee unless so entered; none of the agents of said seller have authority to act contrary to this provision. Neither the Seller nor any assignee shall be liable for consequential damage due to mechanical failure.

5. Time is of the essence of this contract, and if purchaser defaults in complying with any of the terms hereof, or the seller deems the property in danger of misuse, loss, secretion or confiscation, the full amount hereunder shall be immediately due and payable, and in such events, or either of them the seller or any sheriff or other officer of the law may take immediate possession of said property without demand, (possession after default being unlawful), and for this purpose the seller may enter upon the premises where said property may be and remove same. The seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to the purchaser, (if given, notice by mail to purchaser's last known address being sufficient), with or without having such property at the place of sale, and upon such terms and in such manner as the seller

may determine; the seller may bid at any public sale. From the proceeds of any such sale, seller shall deduct all expenses for retaking, repairing, storing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due; any surplus shall be paid over to the purchaser; in case of deficiency the purchaser shall pay the same with interest.

6. Purchaser hereby agrees to keep the property herein described insured from all loss or casualty, including fire, theft, collision and other forms of destruction or damage, in amount satisfactory to the seller, and with companies approved to do business in the State of Alabama. Seller, at its option, may, in the event the purchaser fails or refuses to obtain such insurance, insure said property and charge it to the account of the purchaser, but under no circumstances or in any event shall the Seller be obligated or required to purchase, keep or maintain such insurance, and it is further understood and agreed that Purchaser herein has not supplied or paid any sums or funds in advance for the purchase or acquisition of any such insurance, nor is the cost of such insurance included in the purchase price. The proceeds of any insurance on said property, 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 Seller.

7. The seller shall have the right to enforce one or more remedies hereunder, successively or concurrently, all rights being cumulative and not alternative. Purchaser hereby waives the right to remove any legal action from the court originally acquiring jurisdiction and agrees for suit to be brought hereon in any county in the state wherein the holder may elect to sue, and waives all homestead and other property exemption laws. Any provision of this contract or note prohibited by law of any state shall, as to said state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of same.

8. This contract shall bind and inure to the heirs, executors, administrators, successors and assigns of all parties hereto. The term Seller shall include persons or parties to whom Seller's title and rights under this contract may be assigned. Wherever necessary herein, the singular number shall apply to the plural, and likewise the plural to the singular.

9. The note referred to in this contract is a negotiable instrument, separated and apart from this contract, even though at the time of execution it may be temporarily attached hereto by perforation or otherwise.

10. The reading of this contract and its correctness are hereby acknowledged and verified by purchaser(s).

Executed under our hands and seals, at Mobile Ala., this 14 day of June, 1972

*[Signature]*  
 Witness to Purchaser's Signature

SIGN IN INK

*[Signature: Willie L. Jackson]*  
 Purchaser's Signature

Purchaser's Signature

THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Witness to Seller's Signature

Witness to Seller's Signature

By *[Signature: Ronald Emerson]* Title Credit Manager  
 Signature of Owner Partner or Officer

### INSTALLMENT NOTE

\$ 719.60 Mobile Ala., this June 14, 1972  
 (City) (State) (Date)

For value received, the undersigned jointly and severally promise(s) to pay to the order of Wright Discount Corporation  
 the sum of Seven Hundred and Nineteen and 60/100 Dollars (\$ 719.60)

at the office of payee in the City and State named above, or at such other place as the holder may designate, in 8@20.00 installments of \$ 33@16.50

each, with a final installment of \$ 15.10, the first installment commencing 6/21/72 and the remaining installments becoming due monthly on the same day of each successive month thereafter, until fully matured, with interest on installments after maturity at 6% per annum.

If any installment of this note is not paid when due, the full amount shall become immediately due and payable.

The makers, endorsers, guarantors and all obligors, hereby severally waive demand, presentment for payment, protest, and notice of protest and non-payment or dishonor of this note and all defenses by reason of any extension of time of its payment that may be given by the holder or holders to any of them and also notice of the sale of any security for the payment hereof; and, where and to the extent that such waiver is permitted by law, all benefits of valuation, appraisal, homestead and other exemption laws, including stay of execution and condemnation, and the right to remove any legal action from the court originally acquiring jurisdiction and agree for suits to be brought hereon in the county in the state wherein the holder may elect to sue. The undersigned and all said obligors hereunder, and each of them, hereby further agree that, if this note is not paid according to its terms, I, we, or either of us, will pay all expense of collection to the holder hereof and in addition, if placed in the hands of an attorney for collection, will pay a reasonable attorney's fee. Given under the hand and seal of undersigned.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

*[Signature: Willie L. Jackson]* (Seal)

(Seal)



WITHOUT RECOURSE,  
FOR VALUE RECEIVED, PAY TO THE ORDER OF

(Seal)  
(Seller)

By \_\_\_\_\_  
Signature of Owner, Partner or Officer

WITH RECOURSE,  
FOR VALUE RECEIVED, PAY TO THE ORDER OF

The undersigned endorses, jointly and severally, authorize the maker hereof without notice to us, to obtain an extension or extensions in time for the payment of this note or any part time thereof; and we do hereby give presentment for payment; demand; protest and notice of protest and non-payment; and notice of the sale of any collateral security; and we, severally, agree that in case of non-payment of principal or interest when due to pay the same, together with costs of collection and attorney's fee and where permitted by law, suit may be brought by the holder of this holder, whether suit has been commenced against the maker or not, and that in any such suit, the maker may be joined with one or more of all of us, at the option of the holder. Signed, sealed and delivered.

(Seal)  
(Seller)

By \_\_\_\_\_  
(Signature of Owner, Partner or Officer)

By \_\_\_\_\_  
(Signature of Owner, Partner or Officer)  
(Title)

(Seal)  
(Seller's Signature)

Witness to Seller's Signature

Witness to Seller's Signature

Signed, sealed and delivered, at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

For value received, the undersigned does hereby sell, assign and transfer to the contract on the reverse side and the note referred to therein, and all right, title and interest of the undersigned therein; and in the property described therein and in the purchase price thereof; and authorizes said assignee or any holder to do every act and thing necessary to collect and discharge the same, with power to take legal proceedings in the name of the undersigned or any assignee or holder. The undersigned hereby warrants and guarantees to said assignee and any holder of said note and contract that: (1) Said note and contract are genuine legal, valid and enforceable obligations, and owing for the amount shown therein; (2) Every statement of fact in said note and contract is true; (3) Title to said property was at time of sale vested in the undersigned, and in every particular, and its branches; (4) Said property is as represented to the purchaser thereof by the undersigned as to model, age, prior use, condition, and in every particular, and is accurately described in said contract; (5) Purchaser was offered the option of a Cash Price or a higher Time Price, and elected the Time Price; (6) That the down payment set forth in said contract was actually made as represented therein; and (7) In event of a breach of any of said warranties, the undersigned, will, upon demand by said assignee or any holder fulfill the aforesaid warranties, and repurchase said note and contract for the amount then unpaid thereon. Liability of the undersigned shall not be affected by any settlement, extension, variation of terms of the within contract, effected with, or by the discharge or release of the obligation of the purchaser or any other person interested, by operation of law or otherwise. Undersigned waives notice of this warranty and notices of non-payment and not-performance. The liability of the undersigned may at election of any said holder of said note and contract, be enforced by any such holder, without first resorting to action against such property therein or purchaser(s) thereof.

REPRESENTATION, ASSIGNMENT AND WARRANTY