

SUMMONS

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

BOOK 002 PAGE 32

TO ANY SHERIFF OF THE STATE OF ALABAMA, - GREETING:

YOU ARE HEREBY COMMANDED to summon RAYMOND HALL, 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 RAYMOND HALL, by T. M. MOSS, d/b/a NEW GORDON MOTOR COMPANY.

Witness my hand this the 26th day of August, 1954.

2365

Alice J. Duck
Clerk of Court

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COMPLAINT

T. M. MOSS, d/b/a NEW GORDON MOTOR)
COMPANY,)
Plaintiff)

VS:

RAYMOND HALL,)
Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

The Plaintiff claims of the Defendant the sum of TWO HUNDRED SEVENTY & 00/100 DOLLARS (\$270.00), due by conditional sale contract made by him on the 3rd day of May, 1952, and due and payable on or before the 3rd day of January 1953, together with interest thereon.

Said contract also provides for a reasonable attorney's fee and waives all exemption under the laws and Constitution of the State of Alabama or any other State as to personal property. Plaintiff alleges the reasonable attorney's fee is \$54.00.

Wm. P. Alms Jr.
Attorney for Plaintiff

The Defendant resides at:
Route 1
Summerdale, Ala.

FILED

8-26-54

ALICE J. DUCK, Clerk

270
16.20.21
54.00
326.00
57.80
270.00
307.80

Rec 1 26 day of Sept 1954
and on 2 day of Sept 1954
I served a copy of the within
on _____

By service on Raymond Hall
TAYLOR WILKINS, Sheriff
By Edw. J. Steadman

SUMMONS & COMPLAINT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

T. M. MOSS, d/b/a NEW GORDON
MOTOR COMPANY, Plaintiff

VS:

RAYMOND HALL, Defendant

FILED

AUG 26 1954

ALICE J. DUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

CONDITIONAL SALE CONTRACT

Buyer's Name and Address (Please Print) (Name) (Number and Street) (City) (State) Date 19

To T. M. Moss Motor Co. Seller's Address (Number and Street) (City) (State)

Buyer (which means all purchasers jointly and severally) has today purchased on the following terms and has examined, accepted in its present condition and received delivery from Seller of the following described motor vehicle hereinafter called car.

Make	Type of Body	Model	Manufacturer's Serial No.	Motor No.	No. Cylinders	If Truck Tons Capacity	Year Model	License No.
Ford	2dr.	1941		1K-6672025			1941	50-1468

Cash Selling Price \$245.00
Sales Tax \$
Extra Equipment \$
Freight & Equipment \$
Cash Down Payment \$ Trade in \$ Total Down Payment \$100.00
Unpaid Balance of Cash Selling Price \$245.00
Service, Insurance, Interest and Recording Fee \$ 25.00
Time Balance \$270.00
payable in 27 consecutive weekly installments of \$10.00 each, and one final installment of \$, all payable the same date of each month.

The first installment becomes due weekly, 19 or one month from the date of this contract if not otherwise specified.

Said car will be kept at Rt. 1, Summerville, Alabama (City and State)

Title to said property, and all equipment and accessories thereon or hereafter added, remains in Seller or assigns until said unpaid balance is paid, according to the tenor of an agreement executed contemporaneously herewith, which agreement contains provisions in language identical with the provisions contained in paragraphs numbered 1 to 5, inclusive, appearing in that contract recorded in Book page of the records in the office of the Probate Judge of County, Alabama, which paragraphs are hereby adopted as a part hereof as if they were here set out; the agreement executed by Buyer being on file in the office of the Dealer, or if assigned in the office of the assignee.

Witness:

Raymond Hall (Seal) (Signature of Buyer)
(Seal) (Signature of Dealer)
By (Signature of Owner, Officer or Firm Member)

ASSIGNMENT

For value received, the foregoing contract and all rights thereunder, and the property therein described, are hereby sold and transferred to The First National Bank of Mobile.

This day of 19

By

(ORIGINAL)

CONDITIONAL SALE CONTRACT

Buyer's Name Raymond Hall (Please Print) (Name)
and Address Rt. 1, Summerdale, Alabama (Number and Street) (City) (State)
To T.M. Mess Motor Co. (Name of Dealer (Seller))
Seller's Address Hayes, Ala. (Number and Street) (City) (State)

Buyer (which means all purchasers jointly and severally) has today purchased on the following terms and has examined, accepted in its present condition and received delivery from Seller of the following described motor vehicle hereinafter called car.

Make	Type of Body	Model	Manufacturer's Serial No.	Motor No.	No. Cylinders	If Truck Tons Capacity	Year Model	License No.
Ford	2dr.	1941		1K-6672025			1941	5C-1468

Cash Selling Price \$345.00

Sales Tax \$

Extra Equipment \$

Freight & Equipment \$

Cash Down Payment \$ Trade in \$ Total Down Payment \$100.00

Unpaid Balance of Cash Selling Price \$245.00

Service, Insurance, Interest and Recording Fee \$25.00

Time Balance \$270.00

payable in 27 consecutive weekly installments of \$10.00 each, and

one final installment of \$ all payable the same date of each month.

The first installment becomes due Weekly, 19 or one month from the date of this contract if not otherwise specified.

Said car will be kept at Rt. 1, Summerdale, Alabama (Number and Street) (City and State)

1. Buyer agrees to pay to Seller or order said unpaid balance of the purchase price, in such installments. Title to the car is retained by the holder hereof (meaning Seller, or, if this contract is assigned, the assignee of Seller) until said balance, and all other sums due hereunder, have been fully paid. The car shall be at Buyer's risk. Holder may purchase fire, theft, and such other insurance in such form and amounts as holder may require; and Buyer hereby assigns to holder any monies not in excess of the sums due hereunder which may become payable under such insurance, including return or unearned premiums, and directs any insurance company to make payment direct to holder to be applied on the sums due hereunder, and appoints holder as attorney in fact to endorse any draft. If holder purchases such insurance, holder will pay all premiums thereon.

2. Buyer agrees: to pay promptly all taxes and assessments upon the car and/or for its use or operation and/or on this contract; to keep the car in good condition and free from liens and encumbrances; not to attempt to sell, assign, encumber or in any way dispose of the car; that all equipment, tires, accessories, repairs, and parts placed on the car shall be at Buyer's expense and shall become a component part of the car and included in the terms of this agreement (but Buyer shall have no right to create any lien on the car for equipment, tires, accessories, repairs or parts); not to use the car, or allow it to be used, except with the written consent of the holder hereof, for hire, or as a public conveyance, or for hauling lumber, gravel or logs, or in contract work, or in any event to use it for the purpose of transporting or storing liquors or for any unlawful purpose (and in the event confiscation proceedings should be instituted for any cause by either state or federal authorities, Buyer agrees to pay all costs of such proceedings, including a reasonable attorney's fee to holder for defending such proceedings); to retain possession of the car; that the car will not be removed from the county in which it is to be kept or even temporarily from the state in which the Buyer now resides, without the written consent of holder; to settle all claims against Seller directly with Seller and not to set up any such claim in any action brought by holder hereof; that if the car is repossessed, holder may retain any articles in the car at the time of repossession which are not included herein, without any liability to any person (and Buyer agrees to indemnify holder against any such liability), and Buyer shall send notice by registered mail to holder within twenty-four (24) hours after such repossession if Buyer claims that any articles not included herein were contained in the car at such time of repossession, and failure to do so shall constitute a waiver of and bar to any subsequent claim therefor; that time is of the essence hereof; and that any notices to Buyer shall be sufficiently given if mailed to the above address of Buyer.

3. If Buyer defaults on any obligation under this contract, or makes an assignment for the benefit of creditors, or a fraudulent conveyance, or becomes the subject of bankruptcy or receivership proceedings, or if holder shall consider the indebtedness or the car insecure, at the option of holder,

without notice or demand, all said installments, and all other sums payable hereunder, shall be immediately due and payable, together with a reasonable sum as attorney's fees, if an attorney is consulted or employed. In any such case, Buyer agrees to pay said amounts or, at holder's election, without notice or demand, all right and claim of Buyer hereunder and in or to the car shall cease and terminate, and Buyer shall deliver the car to holder, and holder may, without notice or demand for performance or legal process, enter any premises where the car may be found, take possession of it and custody of anything found in it, forcibly if necessary, without any liability to any person (and Buyer agrees to indemnify holder against any such liability); and holder may retain all payments made by Buyer as compensation for the use of the car while in Buyer's possession, or holder may proceed to sell the car, with or without notice, at private or public sale, at which holder may purchase, with or without having the car at the sale; and the proceeds of any such sale, less all holder's expenses (whether incurred in repossessing, holding and selling the car, or otherwise) and all sums paid by holder to remedy any default of Buyer hereunder, shall be credited on the amount due; and Buyer shall pay any remaining balance forthwith as liquidated damages for the breach of this contract and shall receive any surplus. (Holder may, by suit or otherwise, enforce payment of the sums due hereunder, and no action with respect thereto shall be deemed to waive holder's right to the possession of the car or to exercise any right hereunder, it being agreed that holder's remedies in the event of default by Buyer are cumulative and may be pursued and enforced successively or concurrently.)

4. All rights of exemption under the Constitution and laws of Alabama or any other state are hereby waived by the Buyer as against this obligation, and Buyer agrees to pay all costs and expenses of collecting or attempting to collect the same, including a reasonable attorney's fee, and if an action in detinue or other similar proceeding is brought to recover the car and a suggestion is made by defendant in said action to have ascertained the unpaid balance of the purchase price of the car, Buyer agrees that a reasonable attorney's fee for the services of plaintiff's attorney in such action shall be added to and considered a part of the unpaid balance of the purchase price and shall be paid as a part of the debt ascertained to be due.

5. Waiver of any default shall not be a waiver of any other default. No change in this contract shall be binding unless in writing. Buyer acknowledges receipt of a copy hereof, and waives notice of any assignment hereof. No agreement, promise, representation, statement, or warranty, whether oral or written, express or implied, shall be binding unless expressly contained herein. This contract shall apply to and bind the heirs, personal representatives, successors, and assigns, of Buyer, and enure to the benefit of Seller and to Seller's heirs, personal representatives, successors, and assigns.

Witness Raymond Hall (To Buyer's Signature)

Witness (To Dealer's Signature)

Witness (To Dealer's Signature)

Raymond Hall (SEAL) Buyer
(SEAL)
(SEAL) Dealer's Signature Dealer
By Owner, Officer or Firm Member

FORM D.I. 33-A