

GENERAL ACCEPTANCE CORPORATION, :
as assignee of FRED GOAD MOTORS, :
INC., :

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Plaintiff, :

AT LAW

Vs. :

OTIS A MINOR, JR., :

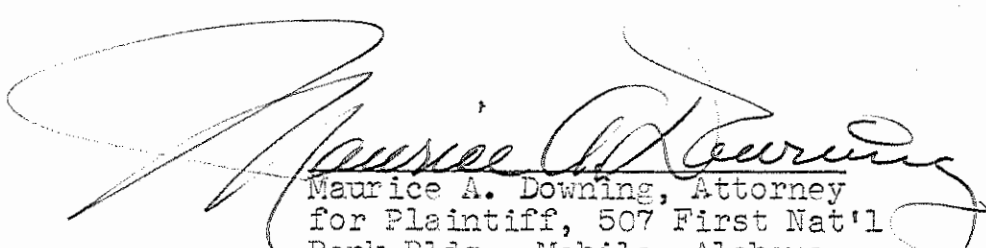
Defendant. :

NO. 2641

The plaintiff claims of the defendant, the following
personal property, viz:

One (1) 1954 Mercury automobile, motor
#54SL 45938,

with the value of the hire or use thereof during the interval,
viz: from the 8th day of June, 1955.


Maurice A. Downing, Attorney
for Plaintiff, 507 First Nat'l
Bank Bldg., Mobile, Alabama

Defendant's Address:

General Delivery, Fairhope, Ala
Employed: Trailway Service Station
& Cafe, Fairhope, Ala

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

No. _____

194_____

To Any Sheriff of the State of Alabama :

You Are Hereby Commanded to Summon OTIS A. MINOR, JR.

to appear within thirty days from the service of this writ, in the Circuit Court to be held for said County
 at the place of holding the same, then and there to answer the complaint of _____

GENERAL ACCEPTANCE CORPORATION, as assignee of FRED GOAD MOTORS, INC.

Witness my hand this 24 day of June, 1955.

Archie J. French, Clerk.

COMPLAINT

GENERAL ACCEPTANCE CORPORATION,

OTIS A. MINOR, JR.

as assignee of FRED GOAD MOTORS, INC.

Plaintiff Versus Defendant

The plaintiff claims of the defendant the following personal property, to-wit:

ONE (1) 1954 Mercury automobile, motor #54SL45938. with the value of the
hire or use thereof during the interval viz: from the 8th day of June, 1955.

with the value of the hire or use thereof during the detention, to-wit:

from June 8th. 1955, to June 24th. 1955/

/s/ MAURICE A. DOWNING

Plaintiff's Attorney.

/s

RECORDED

No. 2641 Page _____

STATE OF ALABAMA
Baldwin County
CIRCUIT COURT

GENERAL ACCEPTANCE CORPORATION,
as assignee of FRED GOAD MOTORS, INC.

Plaintiff..
vs.

OTIS A. MINOR, JR.

Defendant..

Detinue Summons and Complaint

Filed JUNE 24, 1955.

Maurice A. Downing Clerk

MAURICE A. DOWNING

Plaintiff's Attorney

Defendant's Attorney

Received in Sheriff's Office
this 24 day of June 1955
TAYLOR WILKINS, Sheriff

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof

Maurice A. Downing Clerk.
6/30/55

delivered this
complaint by sending
a copy with in on
Otis A minor Jr. and
taking in my possession
on 1954 Mercury
automobile motor
#5284 45938-1955
ala Lic 1A 31295
Taylor Wilkins
Sheriff
Sho St Crawford

Defendant lives at

Received in office

_____, 194____

_____, Sheriff.

I have executed this summons

this _____, 194____
by leaving a copy with

_____, Sheriff

_____, Deputy Sheriff

STATE OF ALABAMA, }
 County of ~~Mobile~~
 BALDWIN

KNOW ALL MEN BY THESE PRESENTS, That we, GENERAL ACCEPTANCE CORPORATION
AMERICAN CASUALTY CO. OF READING, PENNSYLVANIA
 as Principal, and ~~and~~, as Sureties, are held and firmly bound
 unto OTIS A. MINOR, JR.

in the sum of THIRTY FOUR HUNDRED AND NO/100- - - - -
 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 8TH
 day of JULY in the year of our Lord, one thousand, nine hundred and FIFTY-FIVE

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said
GENERAL ACCEPTANCE CORPORATION

did, on the 23RD day of JUNE, 19 55, sue out in the CIRCUIT Court
 of BALDWIN County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, com-
 manding him to take into his possession the following described property, to-wit:

ONE (1) 1954 MERCURY AUTOMOBILE M# 54SL 45938

which said writ was placed in the hands of TAYLOR WILKINS
BALDWIN
 Sheriff of the County of Mobile, on the _____ day of _____, 19 55, by taking into his
 possession the following described property, to-wit: ONE (1) 1954 MERCURY AUTOMOBILE M# 54SL 45938

and whereas the said GENERAL ACCEPTANCE CORPORATION
 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 GENERAL ACCEPTANCE CORPORATION

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

General Acceptance Corporation
By B. H. Hinkle
Attorney-in-Fact. (SEAL)
 AMERICAN CASUALTY COMPANY
 READING, PENNSYLVANIA (SEAL)

BY: *T. Montague* (SEAL)
 ATTORNEY-IN-FACT

Taken and approved this the 9th day of July, 19 55

Taylor Wilkins
 Sheriff, Mobile County, Alabama
 BALDWIN

GAC

CONDITIONAL SALE CONTRACT
ORIGINAL

\$1510.00 P. Good

5033

Feb. 24, 1955

From Otis A. Minor, Jr. 1036 9th Ave. S. B'ham. Ala (City and State) (Date) 19
(Print Purchaser's Name) (Give Correct Legal Address) (City or Town—P. O. Zone) (County) (State) Purchaser.
To Fred Goad Motors, Inc. 1717 1st Ave. N. B'ham. Ala (City) (County) (State) Seller.
(Dealer's Name) (Give Correct Legal Address)

Purchaser (being all of Undersigned, jointly and severally) hereby purchases for the time price and on the following terms and conditions, and acknowledges delivery, examination and acceptance of the following described Motor Vehicle (herein called "Car") in its present condition:

Make	Serial No.	Motor No.	Model	Year Model	New or Used	Will Car Be Used For Pleasure, Business, Taxicab or Hire	Type of Body	License No.
Mercury		54SL-45938	1954	Merc.	U		4 door	LA-31295

For a Total Time Price of \$ 2837.00
Amount Payable in Cash or Trade-in on or Before Delivery \$ 785.00
Leaving a Deferred Balance of \$ 2052.00
Payable at the office of General Acceptance Corporation to be hereafter designated, in 24 successive monthly instalments, each in the amount of \$ 85.50, and one final instalment of \$
The first instalment will be due on April 8, 1955 and thereafter on the same day of each successive month.

Car will be kept at No. Street (City) (State)

Title to the Car shall remain in Seller or assigns, until all amounts due hereunder or rearrangements thereof are fully paid in cash. This contract may be assigned or the payment thereof renewed or extended without passing title of said Car to Purchaser. The loss, injury or destruction of said Car shall not release Purchaser from the payment of said Contract. Purchaser agrees to obtain fire and theft insurance on said Car and other Insurance requested by Seller. Such Insurance shall be in form and amounts satisfactory to Seller. Seller or Seller's assignee as a creditor of Purchaser is authorized to purchase any or all of said Insurance at Purchaser's expense. Purchaser hereby assigns to Seller or his assignee all monies not in excess of the unpaid balance hereunder payable under such Insurance, and directs any Insurer to make payment direct to the holder hereof, and appoints said holder as Attorney in Fact to endorse any draft.

Purchaser 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 free from liens; that all equipment, tires, accessories and parts shall become part of the Car by accession; not to sell, transfer or encumber the Car or use it for hire or illegally. Time is of the essence hereof. Any notices to Purchaser shall be sufficiently given if mailed to the above address of Purchaser. Purchaser warrants that the Car traded in, if any, is free from any lien, encumbrance or other charge and breach of said warranty shall be a breach of this contract. Purchaser agrees not to remove Car from the State without written consent of the holder of this contract.

If Purchaser defaults on any obligation under this contract, or if holder should deem itself or said Car insecure, the full balance shall without notice become due forthwith, together with Attorneys' fees of Fifteen Per cent. (15%) of the unpaid balance if this contract is

placed with an Attorney. Purchaser agrees in any such case to pay said amount or, at the election of the holder hereof, to deliver the Car to said holder, and holder may, without notice or demand for performance or legal process, lawfully enter any premises where the Car may be found, take possession of it and any personal property therein and retain all payments as compensation for the use of the Car while in Purchaser's possession. The Car may be sold with or without notice at private or public sale, (at which the holder hereof may be the purchaser) with or without having the Car at the sale; the proceeds less all expenses shall be credited on the amount payable hereunder; Purchaser shall pay any remaining balance forthwith as liquidated damages for the breach of this contract and shall receive any surplus.

Any action to enforce payment of said note or any indulgences or rearrangements granted the Purchaser shall not be a waiver of or affect any rights of a holder hereof. In any State where Certificates of Title are issued, Purchaser in application therefore shall make reference to Seller's rights under this Contract and, if permitted by law, Purchaser shall deliver or cause to be delivered any such Certificate to Seller when received. All rights and remedies hereunder are cumulative and not alternative. Any part of this Contract contrary to the law of any State where used shall not invalidate other parts of this Contract in that state. This agreement constitutes the entire contract and no waivers or modification shall be valid unless written upon or attached to this contract, and said Car is accepted without any express or implied warranties, agreements, representations, promises or statements unless expressly set forth in this contract at the time of purchase. Purchaser acknowledges the receipt of a true executed copy of the Contract at the time of execution hereof. This agreement shall apply to, inure to the benefit of, and bind the heirs, executors, administrators, successors and assigns of the Purchaser and Seller.

Witness:

X Otis A. Minor, Jr. (Purchaser) (SEAL) Purchaser
FRED GOAD (Purchaser) (SEAL) Signs
N. L. Gage (Dealer) (SEAL) Dealer
By (Owner, Officer or Firm Member and Title) (SEAL) Signs

ASSIGNMENT WITHOUT RECOURSE

For value received the undersigned, hereby assigns the conditional sales contract hereon, to the General Acceptance Corporation, without recourse, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the contract are true, that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said instrument is genuine and in all things what it purports to be, and that the undersigned has title to said motor vehicle and has a right to transfer title thereto; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impairs the validity of said instrument or renders it less valuable or valueless. Certificate of Title showing lien or encumbrance in favor of General Acceptance Corporation has been or will be forthwith applied for if required by law.

Date.....19.....

FRED GOAD MOTORS

DEALER

By.....
(OWNER, OFFICER OR FIRM MEMBER)

ASSIGNMENT AND REPURCHASE AGREEMENT

For value received the undersigned, hereby assigns the conditional sales contract hereon, to the General Acceptance Corporation without recourse, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the contract are true, that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said instrument is genuine and in all things what it purports to be, and that the undersigned has title to said motor vehicle and has a right to transfer title thereto; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impairs the validity of said instrument or renders it less valuable or valueless. Certificate of Title showing lien or encumbrance in favor of General Acceptance Corporation has been or will be forthwith applied for if required by law.

In consideration of the General Acceptance Corporation purchasing from the undersigned the instrument on the reverse side hereof, and accepting the undersigned's assignment of said contract, the undersigned agrees should General Acceptance Corporation repossess the car, we will on demand pay it the then unpaid balance, provided the car is offered to us within (90) days after maturity of the earliest instalment remaining unpaid.

Date.....19.....

DEALER

By.....
(OWNER, OFFICER OR FIRM MEMBER)

ASSIGNMENT WITH RECOURSE

For value received the undersigned, hereby assigns the conditional sales contract hereon, to the General Acceptance Corporation with recourse, and hereby transfers title to the motor vehicle described therein to said assignee, and warrants that the facts set forth in the contract are true, that said motor vehicle is free of all liens and encumbrances of whatever nature or kind; that said instrument is genuine and in all things what it purports to be, and that the undersigned has title to said motor vehicle and has a right to transfer title thereto; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impairs the validity of said instrument or renders it less valuable or valueless. Certificate of Title showing lien or encumbrance in favor of General Acceptance Corporation has been or will be forthwith applied for if required by law.

The undersigned jointly and severally agree that in the event the purchaser in said contract fails to perform his part of the contract hereby assigned, the undersigned will pay forthwith to the said General Acceptance Corporation the entire unpaid balance in said contract, and the undersigned will further pay said sum although General Acceptance Corporation prior thereto, without his consent, has waived defaults made by the purchaser in performing said contract and/or granted extension of time to the purchaser in which to perform, and/or taken possession of said motor vehicle.

Date.....19.....

DEALER

By.....
(OWNER, OFFICER OR FIRM MEMBER)

GUARANTY

In consideration of the execution of the instrument on the reverse side hereof, we jointly and severally guarantee to any holder the payment promptly when due of every instalment thereunder and the payment on demand of the entire unpaid balance if purchaser defaults in payment of any instalment at its due date or in any other manner, without first requiring holder to proceed against purchaser. We waive notice of acceptance hereof and defaults thereunder and consent that holder may, without affecting our liability, release any rights against and grant extensions of time of payment to purchaser and other obligors.

.....(Seal)

.....(Seal)

THE STATE OF ALABAMA,
BALDWIN ~~Mobile~~ County

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, General Acceptance Corporation
and The American Casualty Company of Reading, Pennsylvania

are held and firmly bound unto Otis A. Minor, Jr.

his heirs, executors and administrators, in the
sum of THIRTY-FOUR HUNDRED and NO/100 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 _____ day of _____, A. D. 19____

The Condition of the above Obligation is such, That whereas the above bounden General
Acceptance Corporation and The American Casualty Company of have
Reading, Pennsylvania ~~has~~, on
the _____ day of _____, 19____, sued out from the office of the

Bay Minette,
Clerk of the Circuit Court of ~~Mobile~~, in the State of Alabama, a Writ of Detinue, returnable to the
Bay Minette,
present term of said Circuit Court of ~~Mobile~~ against the said Otis A. Minor, Jr.

_____ for the recovery of the following property,
to-wit: One (1) 1954 Mercury automobile, motor #54SL 45938

NOW, if the said General Acceptance Corporation and The American shall fail
Casualty Company of Reading, Pennsylvania
in said suit, and shall pay to the said Otis A. Minor, Jr.
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.

GENERAL ACCEPTANCE CORPORATION
BY: B. H. Stokes (Seal)

AMERICAN CASUALTY COMPANY
OF READING, PENNSYLVANIA (Seal)

BY: [Signature] (Seal)

ATTORNEY IN FACT

THE STATE OF ALABAMA
Baldwin ~~Mobile~~ County }

DETINUE AFFIDAVIT

Alice J. Duck,
~~John E. Henderson~~ Clerk of the Circuit Court of ~~Mobile~~ Baldwin

County, ~~Mobile~~ N. E. Browning

who, being duly sworn, deposes and says, that the property sued for in the complaint of

to-wit One (1) 1954 Mercury automobile, Motor #54SL 45938

belongs to General Acceptance Corporation the said Plaintiff.

Sworn to and subscribed the 24th day
of June, 1955, before me.

Henry L. Duck Clerk.

M. E. Browning

Circuit Court
BALDWIN
~~MOBILE~~ COUNTY

VS. Detinue Affidavit
and Bond

Filed 24 day of June 1955

Alice J. Duck
Clerk Circuit Court, ~~Mobile~~ Baldwin County

Attorney

CERTIFIED COPY



NO. 5723

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania Corporation, having its principal office in the City of Reading, County of Berks, Commonwealth of Pennsylvania, pursuant to the following By-Law, adopted by the stockholders of the said Company on November 21st, 1950, to wit:

"Article VI—Section 2. Powers of Attorney—The President, or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on the behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other written obligatory in the nature thereof, and they may, at any time, revoke the authority of any such Attorneys-in-Fact."

does hereby constitute and appoint H. AUSTILL PHARR, JR., of
Mobile, Alabama

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS

and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

ALL AUTHORITY HEREBY CONFERRED SHALL EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT OF 10-6-55

IN WITNESS WHEREOF, the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed and its corporate seal to be affixed by its authorized officer this 2nd day of August, 1954

(CORPORATE SEAL)

F. O. BEATTIE

Vice-President

COMMONWEALTH OF PENNSYLVANIA, }
COUNTY OF BERKS, } SS:

On this 2nd day of August, 1954, before me came the individual, to me personally known, who executed the preceding instrument, and being by me duly sworn, said that he is the therein described and authorized officer of the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA; that the seal affixed to said instrument is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed by the authority and direction of the said Corporation, and that Article VI, Section 2, of the By-Laws, of said Company, referred to in the preceding instrument, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand, and annexed my official seal at the City of Reading, the day and year first above written.

My commission expires March 23rd, 1957

R. C. Pahl

Notary Public.

COMMONWEALTH OF PENNSYLVANIA, }
COUNTY OF BERKS, } SS:

(NOTARIAL SEAL AFFIXED)

I, J. W. Books, Assistant Secretary of the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do hereby certify that the foregoing is a true and correct copy of Power of Attorney issued by said American Casualty Company of Reading, Pennsylvania, and that I have compared same with the ORIGINAL on file in the Home Office of said Company, and that it is a correct transcript thereof and of the whole of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Company at the City of Reading, Pennsylvania, this 23rd day of June, 1955