

COBB FINANCE COMPANY,
a corporation,

Plaintiff,

-vs-

FRANKIE LOU WALLACE and
C. E. WALLACE, jointly
and severally,

Defendants.

)
(IN THE CIRCUIT COURT

)
(OF BALDWIN COUNTY,

)
(ALABAMA.

)
(AT LAW.

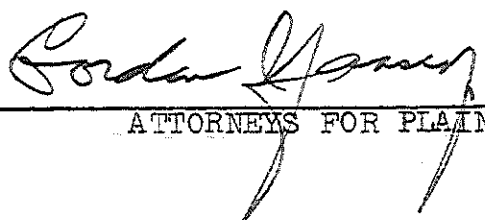
)
(CASE NO. 2646

COUNT ONE

Plaintiff claims of the Defendants the sum of Eight Hundred Nine and 10/100 (\$809.10) Dollars, due by them by conditional sale contract made by them on to-wit: the 11th day of June, 1952, which sum of money with interest thereon from the 17th day of July, 1952 is due and unpaid.

And Plaintiff avers that in and by the terms of said contract, Defendants waived all rights of exemption under the Laws of the State of Alabama, and the Plaintiff claims the benefit of said waiver.

Plaintiff claims of the Defendants the additional sum of One Hundred Sixty-One and 82/100 (\$161.82) Dollars as attorneys' fees for bringing this suit, for the Defendants, in and by the terms of said contract, agreed to pay a reasonable sum as attorneys' fees for the bringing of this suit, and Plaintiff avers that said amount is a reasonable attorney's fee for the bringing and prosecuting of this suit.


ATTORNEYS FOR PLAINTIFF

A. FLETCHER GORDON
VERNOL R. JANSEN, JR.

GORDON & JANSEN
ATTORNEYS AT LAW
1607-1610 MERCHANTS NATIONAL BANK BUILDING
MOBILE 11, ALABAMA

June 27, 1955

Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

RE: Cobb Finance Company vs. Frankie Lou
Wallace and C. E. Wallace

Dear Mrs. Duck:

We herewith enclose original and two copies of
complaint which we wish to file in your court.

We will appreciate your acknowledging receipt
of the complaint and advising us when service of process has been
accomplished on each of the defendants.

Very truly yours,

GORDON & JANSEN

BY: 

VRJjr/pjb

CONDITIONAL SALE CONTRACT

City Mobile State Alabama Date June 12 1952
 To Cobb-Barret Motors, Inc. City Mobile State Alabama
 Name of Dealer (Seller) Address of Seller

Purchaser (which term if there is more than one purchaser shall mean all purchasers, jointly and severally) hereby acknowledges having today purchased on the following terms and conditions and having received delivery from Seller of the following MOTOR VEHICLE together with its equipment, all hereinafter referred to as "property," which purchaser has examined and accepted in its present condition.

MAKE	Type of Body	MODEL	Manufacturer's Serial No.	Motor No.	If Truck Tons Capacity	Year Model	License No.
Hudson	Sedan	Com. 6	17476840	3132555			

Statement of Items Covering Purchaser's Obligation

	Cash Payment	\$	
	Trade in { Make <u>Hudson</u> Year <u>1947</u>	\$	
	Motor <u>17128798</u> Model <u>2 Dr</u>	\$	<u>300.00</u>
	Balance in <u>18</u> equal successive monthly payments of \$ <u>44.95</u>	\$	<u>809.10</u>
	Commencing the <u>19</u> day of <u>July</u> 19 <u>52</u>		
	as evidenced by one Promissory Note bearing interest from maturity at highest lawful rate, detachment of which is hereby authorized.		
Cash Selling Price			
Deferred Charges			
Time Price		\$	<u>1109.10</u>
	TOTAL	\$	<u>1109.10</u>
	(Total should agree with Time Price)		

Said property will be kept at the following address 1108 Dauphin St.

(Give City and Street Number)

Purchaser agrees: that title to the property and any additions, accessions and substitutions, is vested in Seller and shall not pass to Purchaser, irrespective of any retaking and re-delivery to Purchaser or the acceptance or negotiations of notes or granting of any renewals or extensions; until said deferred balance shall have been fully paid in money; that the property shall at all times be at Purchaser's risk; that the loss, injury or destruction of the property shall not release Purchaser's obligations hereunder; that Seller or any assignee of Seller is authorized to purchase fire, theft and such other insurance in such form and amounts as Seller or such assignee may require relating to their and Purchaser's respective interests in the property and to execute applications for such insurance if and when required; that if Seller (or such assignee) purchase such insurance, it will out of its funds pay all premiums thereon; to pay promptly when due all taxes and assessments upon the property and/or for its use or operation and/or on this contract or the accompanying note; to keep the property free from liens; that all equipment, tires, accessories and parts attached or added to the property shall at once by accession become part thereof; not to, and not to attempt to sell or encumber the property or use it for hire or in violation of any statute or ordinance (in which latter case the holder hereof shall be deemed the "owner" of the property for the purpose of obtaining possessions thereof under bond and holder shall have the sole right so to do); that the holder thereof may correct patent errors; that time is of the essence; that any notices to the Purchaser shall be sufficiently given if mailed to the Purchaser's address above stated.

If any installment is not paid in full when due, or if Purchaser fails to perform any of his obligations or to comply with any condition of this contract, or if the holder hereof shall deem itself insecure, the full amount unpaid hereunder including any note given, shall without notice become due and payable forthwith, together with 15% thereof, or at the option of the holder a reasonable sum, as attorney's fee, if this contract is placed with an attorney. Purchaser agrees in any such case to deliver the property to the holder and the holder may, without any previous notice or demand for performance, and without legal process, enter any premises where the property may be found and take possession thereof and of anything found therein, after which the holder may at its option make such disposition of the property as it shall deem fit and all payments made by purchaser shall be retained by holder as compensation for the use of the property while in Purchaser's possession and not as a penalty; or the property may be sold with or without notice, at private sale or at public sale at which the holder may purchase, and the proceeds, less the expense of taking, removing, holding, repairing and selling the property and less attorney's fees as above provided and the expense of liquidating any liens or claims, shall be credited on the amount unpaid hereunder; or without such sale the fair market value of the property at the time of repossession may be credited upon the amount unpaid; in either event Purchaser agrees to pay the balance forthwith as liquidated damages for the breach of this contract; any surplus shall be paid to Purchaser.

Purchaser agrees that he has not dealt with, and will not at any time in the future deal with, the Seller as the agent of JAS. GLENN COBB, for any purpose whatsoever and that if this contract is sold to JAS. GLENN COBB, Purchaser will settle all claims against Seller directly with it and will not set up any claim against the Seller as defense, counter claim, set-off, cross-complaint or otherwise to any action for purchase price or possession brought by JAS. GLENN COBB. Should Purchaser notwithstanding the foregoing make payments to the Seller for transmittal to JAS. GLENN COBB, Purchaser agrees that the Seller will be acting as the agent of Purchaser and not as the agent of JAS. GLENN COBB. Purchaser agrees that upon the full payment and satisfaction of the obligation evidenced by this contract, JAS. GLENN COBB may deliver all original papers, including certificate of title, if any, to the Seller who is hereby authorized to receive same for the Purchaser.

Purchaser agrees to send notice by registered mail to the holder within twenty-four hours after repossession if Purchaser claims any articles not included herein were contained in the property at the time of repossession, and agrees that failure to do so shall be a waiver of and bar to any subsequent claim therefor. Purchaser hereby waives the right to remove any legal action, brought by the holder hereof, from the court originally acquiring jurisdiction. Acceptance of any payments after maturity, or waiver or condonation of any other breach or default shall not constitute a waiver of any other or subsequent breach or default and no waiver of or change in the terms of this contract or the accompanying note shall be binding on JAS. GLENN COBB unless evidenced by a writing signed by JAS. GLENN COBB. No warranties express or implied, and no representations, promises or statements have been made by Seller unless endorsed hereon in writing. Purchaser waives all exemptions and homestead laws and acknowledges receipt of a true copy of this contract.

Witness _____

Witness _____

G. C. Wallace L. S. } Purchaser
Miss C. C. Wallace L. S. } and
 Co-purchaser

The within contract is hereby accepted and for valuable consideration, the receipt whereof is hereby acknowledged, the undersigned hereby sells, assigns, transfers, and sets over to JAS. GLENN COBB the within contract, and all right, title and interest in and to the property therein described hereby granting full power to the assignee either in its own or in undersigned's name to take all such legal or other proceedings as undersigned might have taken, save for this assignment. The undersigned warrants that the within instrument is genuine and in all respects what it purports to be; that the cash payment and the trade-in allowance were respectively received and made as above indicated; that all statements of facts therein contained are true; that at the time of execution of the agreement, the undersigned had good title to said property and right to transfer unencumbered title thereto; that all parties to the foregoing instrument have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity or value of said instrument, and that Certificate of Title showing encumbrance in favor of JAS. GLENN COBB has been or will be forthwith applied for if required by law.

Dated June 12 1952

Witness _____

By _____ Title _____ Signature of Dealer
 (Signature of Owner, Partner or Officer)

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 2646

June

TERM, 19 55.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

~~JOHN~~

~~FRANKIE LOU WALLACE and C. E. WALLACE, jointly and~~
~~severally.~~

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

~~FRANKIE LOU WALLACE and C. E. WALLACE, jointly & severally.~~ Defendant

by ~~CONS FINANCIAL COMPANY, a corporation.~~

Plaintiff

Witness my hand this 28th day of June 19 55.

Bingf. [Signature] Clerk