

SUMMONS

2692

THE STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon GORDON S. SPELMAN and BETTY SPELMAN, 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, Alabama, at Bay Minette, against GORDON S. SPELMAN and BETTY SPELMAN, by the UNITED STATES NATIONAL BANK, San Diego 12, California, a corporation.

Witness my hand this the 10th day of August, 1955.

Alice J. Duck
Clerk

COMPLAINT

UNITED STATES NATIONAL BANK,
of San Diego, California, a
corporation,

PLAINTIFF

VS:

GORDON S. SPELMAN and
BETTY SPELMAN,

DEFENDANTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

The plaintiff claims of the defendants FOUR HUNDRED EIGHTY & 68/100 DOLLARS (\$455.68 principal, and \$25.00 interest from August 1st, 1954, at 5.5%), damages for the breach of a contract of conditional sale, entered into by them on the 25th day of August, 1953, by which they promised to pay the sum of \$840 in installments of \$35 on the 9th day of each succeeding month for a period of 24 months, beginning October 9th, 1953, together with interest thereon. The defendants have failed to make said monthly payments as aforesaid, and still owe the balance sued for, to wit: FOUR HUNDRED EIGHTY & 68/100 DOLLARS(\$480.68).

Said contract provides for a reasonable attorney's fees, in the event of default, which the plaintiff alleges to be \$96.00.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 3rd day of August, 1955.

Wm. H. Oliver
Attorney for Plaintiff

The defendants live at:

Foley, Ala.

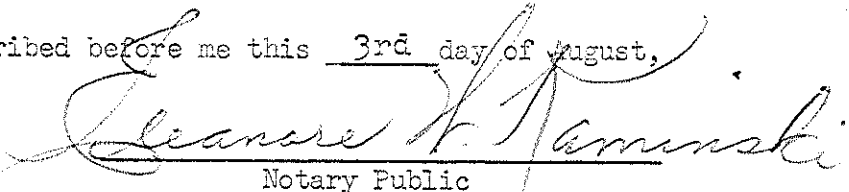
STATE OF CALIFORNIA,)
)
SAN DIEGO COUNTY.)

L. N. BOUGHTON, first being duly sworn deposes and says as follows:

I am vice president of the UNITED STATES NATIONAL BANK, San Diego, California. On the 25th day of August, 1953, GORDON S. SPELMAN and BETTY SPELMAN purchased one used 1950 Ford, 8 cylinder, club coupe, Motor No. BCLB 123213, for unpaid balance of \$840, from the Bay Shore Motors, which was duly assigned by Bay Shore Motors to the United States National Bank on the 25th day of August, 1953. That there remains due under said Contract of Conditional Sale, after allowing all just credits, the sum of FOUR HUNDRED FIFTY FIVE & 68/100 DOLLARS (\$455.68), together with interest at 5.5% from default on August 1, 1954. Said Conditional Sales Contract also provides for a reasonable attorney's fee.


L. N. BOUGHTON, Vice-President
United States National Bank

Sworn to and subscribed before me this 3rd day of August,


Notary Public


1955.

My commission expires: Jan. 28, 1959

Affix Seal.

CONTRACT OF CONDITIONAL SALE

ORIGINAL (FOR BANK)

The undersigned Seller hereby sells, and the undersigned Gordon S. Spelman, Purchaser, hereby purchases for the time price and subject to the terms and conditions hereinafter set forth, the following property, delivery and acceptance of which in good order is hereby acknowledged by Purchaser, viz.:

New or Used	Year Model	Make Trade Name	Number of Cylinders	Equipment: Standard, Sport, DeLuxe, etc.	Type of body. If Truck, state tonnage	Model Letter or Number	Manufacturer's Serial No.	Motor No.
Used	1950	Ford	8		Clb Cpe		Same	BOLB 123213

(If truck, show number of axles _____; number of wheels _____; and additional equipment including identification numbers _____)

CASH SELLING PRICE: (Inc. 1100.00 Sales Tax 38.50) 1138.50 (a)

REGISTRATION, TRANSFER AND TITLE FEES 1.00 (b)

LINES (a) plus (b) 1139.50 (c)

LESS—
DOWN PAYMENT: CASH 439.50

AGREED NET VALUE TRADE-IN 439.50 (d)

YEAR 3 Make Ford Type DeLuxe
Description of Trade-In

AMOUNT UNPAID ON CASH PRICE (c) less (d) 700.00 (e)

The Purchaser makes application to the Seller to insure said property in Companies acceptable to Seller for the following coverages and to include the premiums therefor in the balance due under this contract. Said insurance to become effective as of the date of execution of this contract and to expire SIXTY INS.

WITH ☐ BEFORE ☒ AFTER ☐
the due date of the final contract installment: 12 Mos; Prem. \$ 55.00

FIRE AND THEFT 12 Mos; Prem. \$ Inc.

COMPREHENSIVE 12 Mos; Prem. \$ Inc.

\$ 50.00 DEDUCTIBLE COLLISION 12 Mos; Prem. \$ Inc.

Buyers designate and declare they voluntarily choose (in Buyers' handwriting) as the insurance agent or broker through whom the insurance herein specified shall be transacted, and further declare that their choice of such agent or broker was not made a condition precedent to their purchase or the delivery or to an earlier delivery of said vehicle or any part or accessories therefor or any other act in connection with said purchase or delivery.

Dated: _____, 1953
Witness: _____

Buyers: _____

TOTAL INSURANCE PREMIUMS 55.00 (f)

UNPAID BALANCE, (e) plus (f) 755.00 (g)

PLUS—
TIME PRICE DIFFERENTIAL 5.5% 85.00 (h)

TOTAL CONTRACT
BALANCE DUE SELLER FROM PURCHASER 840.00 (i)

which Purchaser agrees to pay in instalments of \$ 35.00 ON THE 9th DAY OF EACH SUCCEEDING MONTH FOR A

PERIOD OF 24 MONTHS, BEGINNING October 9 19 53

TOGETHER WITH ADDITIONAL PAYMENTS AS FOLLOWS: _____

at the office of the United States National Bank of San Diego, at its office in this city, herein and on the reverse hereof referred to as the Bank, with interest thereon after maturity at the highest legal rate, together with a reasonable collection fee in the event of default, and if the services of an attorney be employed for the enforcement of any of the obligations of Purchaser, or the rights of Seller, either by suit or otherwise, Purchaser agrees to pay reasonable attorney's fees.

Executed in triplicate, one copy of which was delivered to and retained by Purchaser this 25th day of August, 19 53

at San Diego, California
City State

The above contract is hereby accepted, and the undersigned dealer hereby sells and assigns the contract and all right, title and interest in the car to the Bank, without recourse to Customer's obligation of payment, conferring full power to the Bank in its name to take all legal or other proceedings as Dealer might take, save for this assignment. Dealer warrants that: the contract is genuine; the cash payment and/or trade-in allowance were received; all statements of fact therein are true; Dealer has good title to the car; the Customer is not a minor and has capacity to contract; Dealer has no knowledge of any facts which impair the validity or value of the contract; certificate of title showing lien or encumbrance in favor of the Bank has been or will be forthwith applied for; that there are no taxes accrued and payable, including assessments under the hauling receipts tax law, against the car, which have not been satisfied.

Dealer agrees that this assignment is made under and pursuant to an existing agreement with the Bank, and that execution hereof shall by reference include the terms of such agreement, in the absence of which the words "without recourse to Customer's obligation of payment" are deemed deleted and this assignment is intended to carry and does carry Dealer's full guarantee of payment. Dealer waiving notice of acceptance of said guarantee, in which event the Bank is expressly released from any obligations to pay accrued or unpaid taxes against the car described in the contract the Bank is authorized to compound or release any rights against or grant extensions of time to Customer without notice and without affecting Dealer's liability hereon. Dealer agrees that in case all or part of the insurance coverage is not to be ordered by the Bank that Dealer will furnish the Bank with the policy showing loss, if any, payable to the Bank, as its interest may appear, within five days of assigning the contract, or repurchase the contract for the unpaid balance.

BAY SHORE MOTORS

Seller

By

H. Ryland

Title

Gen. Gr.

1. Title to said property shall not pass to Purchaser until all sums due under this contract are fully paid in cash. Payment to any one other than the Bank does not constitute payment hereunder.

2. No warranties, express or implied, have been made by the Seller unless endorsed hereon in writing.

3. Purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use same illegally, improperly, or for hire; shall not remove same from the state or transfer any interest therein without written consent of the Seller. Seller may insure said property against fire and theft, or any accidental physical damage to the property to protect Purchaser, Seller, or Seller's assignee. Purchaser agrees to pay the premium upon demand. The proceeds of any insurance, whether paid by reason of loss, injury, returned premium, or otherwise, shall be applied toward the replacement of the property or payment of this obligation, at the option of Seller.

4. Time is of the essence of this contract, and if Purchaser default in complying with any of the terms hereof, Seller, at his option, and without notice to Purchaser, may declare the whole amount unpaid hereunder immediately due and payable, or Seller may take immediate possession of said property without demand (possession after default being unlawful), including any equipment or accessories thereto; and for this purpose Seller may enter upon the premises where said property may be and remove same. Seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to Purchaser (if given, notice by mail to address below being sufficient), with or without having such property at place of sale, and upon such terms and in such manner as Seller may determine; Seller may bid at any public sale. From the proceeds of any such sale, Seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to amount due; in case of deficiency, Purchaser shall pay same with interest. Seller may take possession of any other property in above described motor vehicle at time of repossession and hold same temporarily for Purchaser without liability on the part of Seller. Seller shall have the right to enforce one or more remedies hereunder, successively or concurrently.

5. 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 his obligation hereunder. Acceptance by the Seller of any payment required hereunder, after same is due, shall not constitute a waiver of this or any other provision of this contract. The Seller is authorized to correct patent errors in this contract. Seller's assignee shall be entitled to all the rights of the Seller.

6. The undersigned Purchaser(s) states that there is, or is to be no other extension of credit from any source in connection with the purchase of the above described automobile.

7. Purchaser hereby waives all statutes of limitation in any way affecting the time within which Seller may enforce its rights hereunder and the defense thereof.

x Gordon S. Spelman
Purchaser

x Beth Spelman
Purchaser

FULL GUARANTY BY DEALER OR OTHER GUARANTOR

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 Customer defaults in payment of any instalment at its due date or in any other manner, without first requiring holder to proceed against Customer. 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 Customer and other obligors.
 Witness our hand and seals.

(Seal)

(Seal)

PURCHASER'S STATEMENT

NAME OF PURCHASER	MR. <u>Gordon Schuyler Spelman</u>	AGE <u>27</u>	MARRIED <input checked="" type="checkbox"/> SINGLE	RACE <u>W</u>	NO. CHILDREN <u>3</u>
NAME OF SPOUSE	<u>Betty Louise Spelman</u>	AGE <u>23</u>	DIVORCED	RACE <u>W</u>	AGES <u>6, 3, 8 mo.</u>
YOUR DRIVER'S LICENSE	NUMBER <u>B1892561</u> STATE <u>California</u>	DATE ISSUED <u>July 31, 1951</u>	BIRTH DATE <u>Nov. 27, 1925</u>		
YOUR HOME ADDRESS	NUMBER AND STREET <u>1728 Mullinix Drive</u> CITY <u>Coronado</u>	ZONE <u>14</u> STATE <u>Calif</u>	HOW LONG <u>1 1/2 yrs</u> PHONE <u>215C</u>		
IF RENTING HOME	NAME AND ADDRESS OF LANDLORD <u>P.H.A. Linda Vista</u>	PREVIOUS HOME ADDRESS <u>4048 Hickman Dr. Torrance</u>			
IF YOU OWN REAL ESTATE	<u>None owned</u>	MARKET VALUE		AMT. OF MORTGAGE	
PURCHASER'S NEAREST RELATIVE NOT LIVING WITH HIM	NAME <u>Mrs. M. L. Weigand</u> RELATIONSHIP <u>Uncle</u>	ADDRESS <u>605 NTH Lucia Redondo</u>			
SPOUSE'S NEAREST RELATIVE NOT LIVING WITH HER	NAME <u>Charles Spelman</u> RELATIONSHIP <u>Brother</u>	ADDRESS <u>Encine, California</u>			
PURCHASER'S EMPLOYMENT	NAME AND ADDRESS OF BUSINESS <u>U.S. Navy G.E.P.O. San Francisco</u>	HOW LONG <u>10 1/2 yrs</u>	PHONE NO. <u>unk.</u>		
EMPLOYMENT OF SPOUSE	YOUR POSITION <u>2nd Class A.D.</u> UNION MEMBERSHIP	BADGE NO.	NAME OF SUPERIOR <u>J. Balahart</u>		
PURCHASER'S PREVIOUS EMPLOYMENT	NAME AND ADDRESS OF BUSINESS <u>Niles High School Niles, Ohio</u>	HOW LONG	PHONE NO.		
PURCHASER'S INCOME	WEEK <u>\$ 312.</u> MONTH <u>None</u>	OTHER INCOME WEEK <u>None</u> MONTH	SOURCE		
SPOUSE'S INCOME	WEEK <u>None</u> MONTH	SOURCE AND EXPLANATION			
OBLIGATIONS	NAME OF MORTGAGE HOLDER — ADDRESS				
	RENT OR MORTGAGE PAYTS <u>\$ 35 Monthly</u> <u>Linda Vista P.H.A.</u>				
	OTHER AMOUNTS OWING	BALANCES	PMTS. MONTHLY	AMTS. PAST DUE	
	TO WHOM <u>B&F H Logan Hqts.</u>	<u>\$ 55.80</u>	<u>\$ 13.95</u>	<u>None</u>	
	TO WHOM <u>B&F H. NTH Pk Branch</u>	<u>\$ 140.12</u>	<u>\$ 14.80</u>	<u>None</u>	
	TO WHOM <u>Coronado Dept. Store</u>	<u>\$ 60.</u>	<u>\$ 10.</u>	<u>None</u>	
BANK REFERENCES	NAME OF BANK	TYPE OF ACCT.	EVER BORROWED FROM THEM		
	<u>B&F H Logan Hqts</u>	<u>Loan With Mark No.</u>			
CREDIT REFERENCES	ACCOUNT WITH	AMT. OWING	AMT. PAST DUE		
	<u>B&F H NTH Pk Branch</u>	<u>\$ 140.12</u>	<u>None</u>		
	ACCOUNT WITH	AMT. OWING	AMT. PAST DUE		
	<u>Coronado Dept. Store</u>	<u>\$ 60.</u>	<u>None</u>		
LAST CAR PURCHASED FROM	NAME AND ADDRESS OF DEALER	HAS MERCHANDISE OR A CAR EVER BEEN REPOSSESSED FROM YOU			
	<u>172 Donald Mtns. Englewood, Calif</u>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
PERSONAL REFERENCES (NOT CREDITORS)	NAME AND ADDRESS	KNOWN HOW LONG			
	<u>J. A. Rarrick 2127 Mullinix Dr.</u>	<u>2 1/2 yrs</u>			
	NAME AND ADDRESS	KNOWN HOW LONG			
	<u>W. T. Beck 1844 Mullinix Dr.</u>	<u>3 1/2 yrs</u>			
WHERE WILL CAR BE KEPT	INSIDE <input checked="" type="checkbox"/> OUTSIDE	GIVE EXACT LOCATION			
	<u>1728 Mullinix Dr. Coronado, Calif.</u>				

THE UNDERSIGNED WARRANTS THE TRUTH AND ACCURACY OF THE ABOVE INFORMATION.

DATE August 24, 1953

SIGNED Gordon S. Spelman

(FOR BANK USE ONLY)	Disc.	Ins. Part.	N. Disc.	P. Disc.	Ind.	Cash	C. Dealer	Ck. Dealer	c/c No.	Deal. Res.	B. B. Whsl.	B. B. Ret.	1st Sold	Ins. by Bank	Ins. By Deal.	N/O Broker or Agent
	25-	21-	7750	5.50				760.50			2410					

Received _____ day of _____ 1955
and on 16 day of July 1955
I served a copy of the within L & C
on _____

By service on Gordon S. Spelman
to Betty Spelman
TAYLOR WILKINS, Sheriff
By Robert L. Christian D. S.

July 2692

RECORDED

SUMMONS & COMPLAINT

UNITED STATES NATIONAL BANK,
of San Diego, California, a
corporation,

PLAINTIFF

VS:

GORDON S. SPELMAN and
BETTY SPELMAN,

DEFENDANTS

FILED

AUG 10 1955

ALICE H. BUCK, CLERK

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA