

2705

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon B. N. Gaines 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 Motors Acceptance Corporation, a corporation.

Witness my hand, this 22nd day of August, 1955.

Beebe & Swearingen
Clerk

GENERAL MOTORS ACCEPTANCE
CORPORATION, a corporation,

PLAINTIFF

VS

B. N. GAINES

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

The plaintiff claims of the defendant the following personal property, viz: One 1954 2 door Buick Roadmaster, serial #7A1178210, motor #V7097859, with the value of the hire or use thereof during the detention, viz: from the 8th day of June, 1955.

Beebe & Swearingen

By

W. C. Beebe
Attorney for plaintiff



CONDITIONAL SALE CONTRACT

ORIGINAL

29211

Contract Number

The undersigned seller hereby sells, and the undersigned purchaser or purchasers, jointly and severally, hereby purchase(s), subject to the terms and conditions hereinafter set forth, the following property, delivery and acceptance of which in good order are hereby acknowledged by purchaser, viz.:

New or Used	Year Model	No. Cyl.	Make Trade Name	Type of Body If Truck, Give Tonnage	Model Letter or Number	Manufacturer's Serial No.	Motor No.
	54	8	Buick	2 Door	76R	7A1178210	V7097859

For a TOTAL TIME PRICE (Sum of items 2 and 8) of: \$ 4689.49

Computed as follows:

1. CASH SALE DELIVERED PRICE (including accessories or extras, if any) \$ 3971.81

2. TOTAL DOWN PAYMENT under instalment sale \$ 1321.81

Consisting of \$ 1188.12 plus \$ 133.69
(Trade-In Allowance) (Cash)

3. DIFFERENCE BETWEEN ITEMS 1 AND 2 \$ 2650.00

4. COST OF CAR INSURANCE, if to be procured by Seller \$ 231.00

Covering Accidental Physical Damage to the car as outlined below for the term indicated in the policy (check which applies).

☒ Comprehensive Coverage {including \$ 50.00 Deductible Collision.
excluding

☐ Fire-Theft and Additional Coverage {including \$ _____ Deductible Collision.
excluding

Insurance settlement is based upon actual value of property at time of loss, not to exceed limits of liability set forth in the policy, and is payable to purchaser, seller or seller's assignee, as interests may appear.

5. OTHER CHARGES, if any \$ _____

Describe

6. PRINCIPAL BALANCE (Add items 3, 4 and 5) \$ 2881.00

7. FINANCE CHARGE (Including Charge for Group Creditor Insurance \$ 18.63) \$ 486.68

8. TIME (DEFERRED) BALANCE (Add items 6 and 7) \$ 3367.68

Payable at office of General Motors Acceptance Corporation to be hereafter designated in 24 instalments of \$ 140.32

each, commencing April 8th, 1955, and on the same day of each successive month thereafter, or as indicated in space below. The final instalment shall equal the amount of time balance remaining due.

The Purchaser understands and agrees that the provisions on the reverse side hereof, hereby incorporated by reference, constitute a part of this contract.

Executed in quadruplicate, copy of which was delivered to and retained by purchaser, this 8th day of March, 1955
(Do not date on Sunday)

In the event this contract is executed by more than one person as purchasers, it is understood and agreed that the person upon whose life insurance will be procured is and shall be the FIRST of the undersigned purchasers.

Purchaser Signs B. N. Yarnall

Co-Purchaser Signs _____

412 4th Ave. West, Decatur, Alabama
(Street) (Town) (Postal Zone) (State)

(Street) (Town) (Postal Zone) (State)

Seller Signs McRae Buick Company

316-18 Lee St. N. E., Decatur, Alabama
(Street) (Town) (Postal Zone) (State)

(Street) (Town) (Postal Zone) (State)

By K. P. McRae
(If Corp. or Partnership) (Title)

SIGN IN INK

(Witness)

(Witness)

DEALER'S RECOMMENDATION, ASSIGNMENT AND GUARANTY

For value received, undersigned does hereby sell, assign and transfer to the General Motors Acceptance Corporation his, its or their right, title and interest in and to the within contract, herewith submitted for purchase by it, and the property covered thereby and authorizes said General Motors Acceptance Corporation to do every act and thing necessary to collect and discharge the same.

The undersigned certifies that said contract arose from the sale of the within described property, warranting that title to said property was at time of sale and is now vested in the undersigned free of all liens and encumbrances; that said property is as represented to the purchaser of said property by the undersigned and that statements made by the purchaser of said property on the statement form attached hereto are true to the best of the knowledge and belief of the undersigned.

In consideration of your purchase of the within contract, undersigned guarantees payment of the full amount remaining unpaid thereon, and covenants if default be made in payment of any instalment therein to pay the full amount then unpaid to General Motors Acceptance Corporation upon demand, except as otherwise provided by the terms of the present General Motors Acceptance Corporation Retail Plan. Liability of the undersigned shall not be affected by any settlement, extensions or 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 acceptance of this guaranty and notices of non-payment and non-performance.

Seller Signs McRae Buick Company
(Seller's Signature)

By K. P. McRae
(If Corp. or Part.) (Title)

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, that GENERAL MOTORS ACCEPTANCE CORPORATION, a corporation, as principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, as surety, are held and firmly bound unto B. N. GAINES in the sum of THREE HUNDRED FIFTY (\$350.00) DOLLARS, to be paid to the said B. N. Gaines, his heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bond ourselves, and each of us, our and each of our successors, and assigns, jointly and severally and firmly, by these presents. Sealed with our seals, and dated this 22 day of August, 1955.

The condition of the above obligation is such, That Whereas the above bound General Motors Acceptance Corporation, a corporation, on the day of the date hereof hath obtained at the suit of General Motors Acceptance Corporation, a corporation, vs B. N. Gaines a summons and complaint for the recovery of personal property in specie against said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of said County, and which said endorsement is made upon the plaintiff entering into this bond.

Now, if the said plaintiff shall fail in this suit, and shall pay the defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

General Motors Acceptance Corporation,
a corporation,

By

C. L. Pond

Representative (Principal)

The Fidelity and Casualty Company of
New York

By

Dorothy M. Hand

Attorney-in-fact

(Surety)

Approved this the 22 day of Aug, 1955

Archie J. Wicks
Clerk

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Madeline S. Bryars, a Notary Public in and for said County personally appeared C. A. Pond, who being duly sworn, deposeth and said: That he is a representative of General Motors Acceptance Corporation, a corporation, and that the property sued for in the complaint of General Motors Acceptance Corporation, a corporation, against B. N. Gaines, to-wit: One 1954 2-door Buick Roadmaster, serial #7A1178210, motor # V7097859 belongs to General Motors Acceptance Corporation, a corporation, the said plaintiff.

C. A. Pond

Sworn to and subscribed before me this the 12 day of August, 1955.

Madeline S. Bryars
Notary Public

The Fidelity and Casualty Company of New York

The Pioneer Bonding Company of the United States

BONDING DEPARTMENT

80 MAIDEN LANE, NEW YORK, N. Y.

Know all Men by these Presents:

That The Fidelity and Casualty Company of New York has made, constituted, and appointed, and by these presents does make, constitute, and appoint

Dorothy Hand of Bay Minette, Alabama

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings, and contracts of suretyship to be given to all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of twenty five thousand dollars.

In Witness Whereof The Fidelity and Casualty Company of New York has caused its official seal to be hereunto affixed, and these presents to be signed by one of its vice presidents and attested by one of its assistant secretaries this 14th day of January, 1954

The Fidelity and Casualty Company of New York

By John C. Brodsky

Vice President.

Attest:

A. J. Miller

Assistant Secretary.

STATE OF NEW YORK,

COUNTY OF NEW YORK,

ss.:

A. J. Miller

, being duly sworn, deposes and says:

That he is an assistant secretary of The Fidelity and Casualty Company of New York, the corporation which is described in and which executed the instrument overleaf; that he knows the corporate seal of the said corporation; that the seal affixed to the instrument overleaf is the corporate seal of The Fidelity and Casualty Company of New York, and was thereto affixed by order and authority of the board of directors of the said Company; that he signed his name thereto by like order and authority; that he is acquainted with JOHN C. BRODSKY, and knows him to be a Vice President of the said Company; that the signature of the said JOHN C. BRODSKY subscribed to the said instrument is in the genuine handwriting of the said JOHN C. BRODSKY, and was thereto subscribed by order and authority of the said board of directors of the said Company; that the said Company is duly and legally incorporated under the laws of the State of New York, and has complied with and is now complying with the provisions of the Act of Congress of August 13, 1894, allowing certain corporations to be accepted as surety on bonds.

The deponent further states that the following is a true copy of an extract from the minutes of a meeting of the board of directors of the said Company held at its office in the City of New York on the 17th day of January, 1951, a quorum being present, and the resolution contained in the said extract was unanimously adopted and is now in full force and effect:

"RESOLVED, That FRANK A. CHRISTENSEN, President of the Company, J. VICTOR HERD, Executive Vice President of the Company, WILLIAM L. BATES and JOHN C. BRODSKY, each a Vice-President of the Company, be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute in behalf of The Fidelity and Casualty Company of New York bonds, undertakings, and all contracts of suretyship; and that any Vice-President, or any Secretary, or any Assistant Secretary be, and that each of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of the Company."

Sworn to before me this

A. J. Miller

Assistant Secretary.

14th day of January, 1954

Florence Carroll

COMMISSIONER OF DEEDS,

CITY OF NEW YORK.

I, H. Paliotto

, an attorney of The Fidelity and Casualty Company of New York, do hereby certify that I have compared the copy of the power of attorney overleaf and the foregoing copy of the affidavit annexed to the said power of attorney with the originals now on file in the home office of the said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that the said power of attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Company this

22nd day of August, in the year of one thousand nine hundred and fifty-five

H. Paliotto

Attorney.