

ORIGINAL F

UNIVERSAL C.I.T.

1858.56 01422



CONDITIONAL SALE CONTRACT

Alabama and Georgia

Universal C.I.T. Branch: Dealer & Transaction Nos.:

Mobile, Ala. 3832.

DATE (Month, Day and Year):

1/14/55

MOTOR VEHICLE	YEAR AND MAKE: 1955 Ford	MODEL OR LETTER NO.: Mainline 8	BODY (If truck, tons capacity):	SERIAL NO.:	MOTOR NO.: 85DG 122836
LOCATION OF MOTOR VEHICLE	COUNTY OF:	If at other than Customer's address, enter location	NUMBER AND STREET:	CITY AND STATE:	

CUSTOMER Name Number and Street City, P.O. Zone and State	James E. Dobbins	SELLER Name Number and Street City, P.O. Zone and State	Hull Dobbs Co.
	Rt 1 Box 183		657 St. Louis St.
	Robertsdale, Ala.		Mobile, Ala.

TRADE-IN, DOWN PAYMENT, TIME BALANCE	Year and Make: 1951 Stud	Model: Champ	Serial No.:	Gross Allowance: 800.00	Amount Owning: 240.00	Net Allowance: 560.00
	Cash Down Payment:	Total down payment payable in cash and/or trade-in before delivery		\$ 560.00	leaving a time balance of	\$ 2490.30

Which Customer promises to pay at the office of Universal C.I.T. Credit Corporation in 30 successive monthly instalments, each in the amount of \$ 80.51 and one final instalment of \$ -

All payable the same date of each month or as indicated below in Details of Unequal Monthly Payments The first instalment becomes due (Month, Day and Year), or one month after the date of this contract if not otherwise specified 2/1/55

DETAILS OF MONTHLY UNEQUAL PAYMENTS	AMT.; DUE ON (Mo.-Day-Yr.):	AMT.; DUE ON (Mo.-Day-Yr.):	AMT.; DUE ON (Mo.-Day-Yr.):	AMT.; DUE ON (Mo.-Day-Yr.):
	\$75.001/22/55	\$	\$	\$
	AMT.; DUE ON (Mo.-Day-Yr.):	AMT.; DUE ON (Mo.-Day-Yr.):	AMT.; DUE ON (Mo.-Day-Yr.):	AMT.; DUE ON (Mo.-Day-Yr.):
	\$	\$	\$	\$

Customer (which means all purchasers jointly and severally) has today purchased on the terms set forth herein, and has examined, accepted in its present condition and received delivery from Seller of the MOTOR VEHICLE described above (hereinafter called "car").

Title to the car is retained by the holder hereof (meaning Seller, or Universal C.I.T. Credit Corporation [hereinafter called "Universal C.I.T."] if this contract is assigned to it), until such balance is fully paid in money. Customer, having been quoted both a time price and a lesser cash price, has elected to buy the car for the time price.

The car shall be at Customer's risk and shall during the term hereof be kept insured at Customer's expense in such form and against such risks and for such amounts as holder may require, the proceeds thereof to be payable as interests shall appear. Holder may, as creditor of Customer, purchase such insurance effective from the beginning of the term hereof and also at any time and from time to time thereafter, although nothing herein contained shall impose a duty upon the holder so to do. Customer will reimburse the holder for the actual cost of such insurance to the extent that the same is not included in the time balance, the amount of such reimbursement together with interest thereon at the highest lawful contract rate to be paid in equal instalments over the remaining term concurrently with the remaining unpaid instalments set forth above, and to constitute an additional obligation of Customer hereunder. Customer hereby assigns to the holder any moneys not in excess of the unpaid balance hereunder which may become payable under such and other insurance, including return or unearned premiums, and directs any insurance company to make payment direct to the holder to be applied to said unpaid balance and appoints the holder as attorney in fact to indorse any draft. In the event of any default under this contract, holder is authorized to cancel said insurance and credit any premium refund against said unpaid balance.

Customer agrees: to pay promptly all taxes and assessments upon the car and for its use or operation and 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, encumber or abandon the car or use it for hire or illegally; to send notice by

registered mail to the holder within 24 hours after repossession if Customer claims that any articles not included herein were contained in the car at the time of repossession, failure to do so being a waiver of and bar to any subsequent claim therefor; to settle all claims against Seller directly with Seller and not to set up any such claim in any action brought by Universal C.I.T. The holder may fill in blanks and correct patent errors herein.

Customer admits that Seller is not Universal C.I.T.'s agent for any purpose.

If Customer defaults on any obligation under this contract, or if the holder shall consider the indebtedness or the car insecure, the full balance shall without notice become due forthwith, together with a reasonable sum (15% if permitted by law) as attorney's fees, if this contract is placed with an attorney. Customer agrees in any such case to pay said amount or, at holder's election, to deliver the car to the 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, and retain all payments as compensation for use of the car while in Customer's possession. The car may be sold with or without notice, at private or public sale (at which the holder may purchase) with or without having the car at the sale; the proceeds less all expenses shall be credited on the amount payable hereunder; Customer shall pay any remaining balance forthwith as liquidated damages for the breach of this contract and shall receive any surplus.

If Customer makes payments to Seller for transmittal to Universal C.I.T., Seller shall be Customer's agent and not Universal C.I.T.'s agent. All payments are due at Universal C.I.T.'s office, New York, Chicago or San Francisco. Upon full payment of Customer's obligation, Universal C.I.T. may deliver all original papers, including any certificate of title, to Seller as Customer's agent.

Waiver of any default shall not be a waiver of any other default. No change in this contract shall be binding unless in writing signed by an officer of Universal C.I.T. The holder's rights and remedies hereunder are cumulative. Customer waives all exemptions and homestead laws and all rights thereunder and acknowledges receipt of a true copy of this contract.

No agreement, representation or warranty shall be binding on the holder unless expressly contained herein.

INSURANCE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE IS NOT INCLUDED IN THIS TRANSACTION

DESIGNATION OF INSURED

For insurance, if any, to be obtained in connection herewith, other than insurance on the car, Customer designates as the person to be covered the individual whose signature on behalf of Customer first appears below. (Such signer for corporation must be an officer; for partnership, a partner.)

Signed, sealed and delivered in the presence of:

A. L. Zullo
(In Georgia, Notary Public should sign here.)

X James E. Dobbins
(Person to be insured as above)

Customer and Co-purchaser

The foregoing contract is hereby accepted and assigned to UNIVERSAL C.I.T. CREDIT CORPORATION in accordance with contents of assignment on reverse side.

Hull Dobbs Co.
By *J. E. Jones* Title *Bus. Mgr.* Signature of Dealer

ORIGINAL FOR
UNIVERSAL C.I.T.

SUMMONS

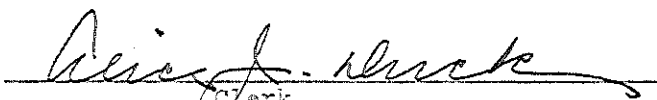
THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JAMES E. DOBBINS, 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 JAMES E. DOBBINS, by UNIVERSAL C. I. T. CREDIT CORPORATION.

Witness my hand this the 24 day of October, 1955.


Clerk

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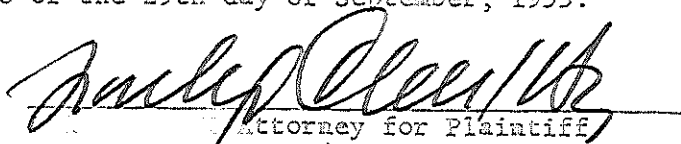
COMPLAINT

UNIVERSAL C. I. T. CREDIT CORPORATION,)	
)	
PLAINTIFF)	IN THE CIRCUIT COURT OF
)	
VS:)	BALDWIN COUNTY, ALABAMA
)	
JAMES E. DOBBINS,)	AT LAW
)	
DEFENDANT)	
)	
)	

The plaintiff claims ~~from~~ the defendant FIVE HUNDRED EIGHTY SIX & 19/100 DOLLARS (\$586.19), damages for the breach of a conditional sales contract entered into by him on the 14th day of January, 1955, by which he promised to pay thirty (30) monthly installments each in the amount of \$80.51, which he has failed to do, and there is a balance due of \$586.19 after allowing all just credits.

The said conditional sales contract provides for a reasonable attorney's fee in the amount of 15% which plaintiff claims.

There is attached hereto 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 29th day of September, 1955.


Attorney for Plaintiff

The defendant lives ~~at~~ ^{near} of
Robertsdale, Alabama, on
Highway # 90.

UNIVERSAL C.I.T. CREDIT CORPORATION



W/F

Statement of Account

The following statement has been prepared as a result of your recent inquiry.

If the statement does not agree with your records, please advise. Thank you.

JAMES E. DOBBINS

FROM MOBILE, ALA DATE 9-29-55 ACCOUNT NO. 51422	ORIGINAL CONTRACT 2490.30	CONTRACT PAYABLE IN 30 INST. AT \$ 83.01
	BALANCE DUE NOW ** 807.29	INST. AT \$
	FIRST INSTALMENT DUE 2-1-55	BALANCE PAYABLE IN INST. AT \$
	FINAL INSTALMENT DUE 7-1-57	INST. AT \$

MONTH DUE	DATE PAID	AMOUNT PAID	DATE PAID	AMOUNT PAID	REMARKS	MONTH DUE	DATE PAID	AMOUNT PAID	DATE PAID	AMOUNT PAID	REMARKS
JAN.			2-18	83 01		JAN.					
FEB.			4-29	16 00 00	Reserve	FEB.					**Balance due after allowing
MAR.					TOTAL: 1683.01	MAR.					all credits to date.
APR.						APR.					
MAY						MAY					
JUNE						JUNE					
JULY						JULY					
AUG.						AUG.					
SEPT.						SEPT.					
OCT.						OCT.					
NOV.						NOV.					The above is a true and exact
DEC.						DEC.					statement of account.
JAN.						JAN.					
FEB.						FEB.					
MAR.						MAR.					John L. Weitlauf,
APR.						APR.					Assistant Secretary,
MAY						MAY					UNIVERSAL C.I.T. CREDIT CORPORATION
JUNE						JUNE					
JULY						JULY					
AUG.						AUG.					
SEPT.						SEPT.					
OCT.						OCT.					
NOV.						NOV.					
DEC.						DEC.					

Sworn to and subscribed before me,
a Notary Public this the 18th day of
October 1955.

Elaine L. Sacqua
Notary Public

Affix Seal:

My commission expires
ELAINE L. SACQUA
Notary Public, State of New York
No. 24-7400215
Qualified in Kings County
Certified in New York County
Commission Expires March 30, 1956

UNIVERSAL C.I.T. CREDIT CORPORATION



Statement of Account

The following statement has been prepared as a result of your recent inquiry.

If the statement does not agree with your records, please advise. Thank you.

James E. Dobbins

FROM

Mobile

DATE

8/19/55

ACCOUNT NO.

51422

ORIGINAL CONTRACT

2490.30

BALANCE DUE NOW

**807.29*

FIRST INSTALMENT DUE

2-1-55

FINAL INSTALMENT DUE

7-1-57

CONTRACT PAYABLE IN

30 INST. AT \$83.01

INST. AT \$

BALANCE PAYABLE IN

INST. AT \$

INST. AT \$

MONTH DUE	DATE PAID	AMOUNT PAID	DATE PAID	AMOUNT PAID	REMARKS	MONTH DUE	DATE PAID	AMOUNT PAID	DATE PAID	AMOUNT PAID	REMARKS
JAN.			<i>2-78</i>	<i>83.01</i>		JAN.					
FEB.			<i>4-29</i>	<i>1600.00</i>		FEB.					
MAR.						MAR.					
APR.						APR.					<i>*Less Insurance Refund, \$221.10.</i>
MAY						MAY					<i>\$586.19, net balance due after</i>
JUNE						JUNE					<i>allowing all just credits as of</i>
JULY						JULY					<i>this date.</i>
AUG.						AUG.					
SEPT.						SEPT.					
OCT.						OCT.					
NOV.						NOV.					
DEC.						DEC.					
JAN.						JAN.					
FEB.						FEB.					
MAR.						MAR.					
APR.						APR.					
MAY						MAY					
JUNE						JUNE					
JULY						JULY					
AUG.						AUG.					
SEPT.						SEPT.					
OCT.						OCT.					
NOV.						NOV.					
DEC.						DEC.					

Received 24 day of Oct 1955
and on 29 day of Oct 1955
I served a copy of the within
on James E. Dobbins

By service on _____

TAYLOR WILKINS, Sheriff
By Edwards Steadman D.S.

50 mileage

P'dale
no 2754

SUMMONS AND COMPLAINT

UNIVERSAL C. I. T. CREDIT CORPOR-
ATION,

PLAINTIFF

VS:

JAMES E. DOBBINS,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

FILED
OCT 24 1955
ALICE J. DUCK, Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA