

2938

ASSOCIATES DISCOUNT INC.,
A CORPORATION,

PLAINTIFF

VS

CYNDE L. DEGRAAF

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

This day came the Plaintiff and by attorneys, and the Defendant, being called, came not but made default; and on motion of the Plaintiff, after hearing the evidence, the Court being of the opinion, it is considered and ordered by the Court, and it is the judgment of the Court, that judgment be and the same is hereby rendered in favor of the plaintiff and against the defendant for the sum of \$ 1650.00.

It is therefore considered, ordered and adjudged by the Court that the Plaintiff have and recover of the Defendant the said sum of \$ 1650.00, together with the costs in this behalf expended, and for all of which execution may issue.

And it appearing to the Court that the notes, upon which this suit is founded, contain waivers of exemptions as to personalty by the Defendant: it is therefore considered, ordered and adjudged by the Court, that so far as the collection of this judgment is concerned that there are no exemptions as to personalty to the defendant, from levy and sale under execution issued for the collection of same.

And it appearing to the Court that this suit was begun by the issuance of a writ of attachment, and that said writ of attachment was executed by the Sheriff of Baldwin County, Alabama, on the 27 day of June, 1956, by levying upon certain described property, as the property of the Defendant, and as shown by said writ of attachment: and now on motion of the Plaintiff, it is considered, ordered and adjudged by the Court that said property so condemned and as shown by said writ of attachment be and the same is hereby condemned and ordered sold in satisfaction, pro tanto, of this judgment, and for the sale of which let writ of venditioni exponas issue.

JUDGE

Associates

ALABAMA - GEORGIA CONDITIONAL SALES CONTRACT

I, CLYDE L. DEGRAFF

ROBERTSDALE

(Write or Type Buyer's Name Plainly)

residing at P.O. Box 204

MOBILE

Number

ALABAMA

Street

City - Postal Zone No.

TOULMINVILLE MOTORS, INC

County

State

(Dealer), of the City of MOBILE

State of ALABAMA

hereby agree to purchase of

One	New or Used	Make of Motor Vehicle	No. Cyl.	Year	Model No.	Type of Body	Serial Number	Motor Number	License Number
	New	Ford	8	1956		1-Ton		FLOV6620009	

together with all equipment and accessories thereon, all of which are included in the term "motor vehicle" as used herein.

for a total time price of \$ 2150.00 I have paid \$ 100.00 in cash upon said time price and have delivered a 51 Willys S/Wen

(Year and Make of Trade-In)

motor vehicle at an agreed value of \$ 400.00 and I promise to pay the remainder of said time price of \$ 1650.00

in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

in 12 monthly installments of \$ 137.50 and a final installment of \$ None beginning on May 26 1956

(Month and Day)

and continuing on the same day of each month thereafter until fully paid as evidenced by the undersigned's note of even date herewith which is a separate instrument and may be detached herefrom.

If any of said installments are not paid when due, then all unpaid installments shall immediately become due at the option of the owner hereof without notice or demand.

In consideration of the foregoing I shall be provided insurance if obtainable as follows:

Check Insurance Coverages Included in Contract.

COVERAGES APPLICABLE TO MOTOR VEHICLE for Term.....Months, effective....., 19.....

☐ \$..... Deductible Collision, ☐ Comprehensive. ☐ Fire, Theft and Combined Additional Coverage.

☐ Road Service.

OTHER INSURANCE COVERAGES — ☐ Credit Life, ☐ Accident and Health, ☐ Limited Accident.
(No insurance included unless checked above)

No Bodily Injury or Property Damage Liability Insurance Included

Title to said motor vehicle shall remain in said seller or his assignee until this contract is fully performed by me. Said motor vehicle has been delivered to me and I am now in possession thereof hereunder. I shall not attempt to sell or encumber said motor vehicle during the life of this contract, and shall not use the same in violation of any State or Federal Laws. I shall not remove the said motor vehicle from the filing district where I now reside without the written consent of the owner hereof, and I shall use the same in a careful and prudent manner. In the event of loss or damage to said motor vehicle, I shall give immediate written notice to the owner hereof. I shall not transfer my interest in this agreement or in said motor vehicle or part with the possession thereof, except upon the written consent of said owner. I agree, however, to deliver said motor vehicle to the owner of this contract upon his request and if the owner of this contract shall feel insecure or believe said motor vehicle will be lost to him or damaged by reason of my continuing in possession thereof, the owner of this contract may take possession of said motor vehicle without notice or demand and with or without process of law, regardless of whether I am in default hereunder or not. But if I am not in default under this contract at the time the owner hereof comes into possession of said motor vehicle as herein provided and I shall pay all unpaid installments hereunder within ten days thereafter, the motor vehicle shall be delivered to me.

Time is of the essence of this agreement and if I am in default in the payment of any sum due under this contract or fail to keep and perform any promises or agreements herein made by me, all of my right to the possession of said motor vehicle and all of my interest therein shall thereupon terminate and the owner of this contract shall be the absolute owner thereof and may take possession of said motor vehicle, either with or without demand or notice and by or without process of law and all sums paid hereunder shall be forfeited by me and retained for the use of said motor vehicle, and may sell said motor vehicle so taken at public or private sale, with or without notice to me and with or without having said motor vehicle at the place of sale and upon such terms and in such manner as the owner of said contract may determine. Said owner may bid at any such sale. From the proceeds of any such sale said owner shall deduct all expenses of taking, removing, holding, repairing and selling said motor vehicle, including its attorney's fees and the expenses of liquidating any liens or claims thereon and shall apply the balance of said proceeds to the amount unpaid hereunder and any surplus shall be paid over to me; in case of a deficiency, I shall pay the same forthwith to said owner with interest and until such payment I authorize said owner to cancel any policy of insurance upon said motor vehicle and to collect and receipt for in my name all return premium thereon and to apply any such sum received thereby upon said debt. The owner hereof may enter any premises where he believes said motor vehicle may be for the purpose of taking possession of it and in repossessing said motor vehicle the said owner may take possession of any property therein at the time of repossession and hold such property temporarily for me without any responsibility or liability on his part.

I hereby transfer, set over and assign unto the owner, hereof, its or his successors and assigns, any and all refunds or returns of unearned premiums upon the policy of insurance issued on the above described property. Said proceeds are to be applied to my indebtedness hereunder and the excess, if any, is to be remitted to me, or at the election of the owner hereof may be used to apply on the purchase of other insurance.

Said seller shall assign this agreement and transfer title to said motor vehicle to the Associates Discount Corporation, South Bend, Indiana, and in the event of such assignment I will perform all of the promises herein contained to such assignee as the owner hereof and I agree that after such assignment that I will settle all claims against the seller herein directly with him and agree not to set up any claim which I may have against the seller as a defense, counter-claim, set-off, cross complaint or otherwise to any action for the purchase price or possession of said motor vehicle brought by the owner hereof.

The rights and obligations of the respective parties hereto are as set forth herein and in the "Statement of Additional Covenants of the Buyer" set forth on the reverse side hereof, which statement I agree is a part of this contract and by this reference is incorporated herein and the contract shall be read and construed the same as if all of said covenants appeared herein.

I hereby warrant and represent to each purchaser of the seller's interest therein that this instrument contains all of the agreements of the parties with reference to property herein described.

The pronoun "I" as used herein means the buyer.

In Witness Whereof, I hereunto set my hand on this May 5, 1956.

Signed, Sealed and Delivered in presence of:

[Signature] Witness
[Signature] Witness

Signed [Signature] (SEAL)
CLYDE DEGRAFF (BUYER)

\$ 1650.00 (Time Balance) Mobile (City) ALABAMA (State) May 5, 1956

For value received I promise to pay to the order of TOULMINVILLE MOTORS, INC

(Dealer)

SIXTEEN HUNDRED FIFTY AND NO/100 Dollars (\$ 1650.00)
at the office of ASSOCIATES DISCOUNT CORPORATION, South Bend, Indiana, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

in 12 monthly installments of \$ 137.50 and a final installment of \$ None beginning on May 26 1956

and continuing on the same day of each month thereafter, together with interest at the highest legal rate after maturity until paid with attorney fees of 15% of the amount then unpaid hereon.

If any of said installments be not paid when due, then all unpaid installments hereof shall immediately become due and payable, without notice or demand. All of the parties hereto, including sureties, endorser and guarantors, hereby severally waive presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit against any party thereto, and all endorser and guarantors hereon consent that the time of payment may be extended from time to time after maturity without notice to them. The maker and all parties hereto do hereby jointly and severally waive and renounce, any and all homestead or exemption rights which they may have under or by virtue of the Constitution or laws of the state where buyer resides, or any other state of the United States, as against the debt evidenced hereby.

STATEMENT OF ADDITIONAL COVENANTS OF THE BUYER

If insurance is not included in the total time price, I promise to promptly insure the motor vehicle at my own expense against loss by fire, theft and collision for the period of the term of this contract under a policy providing that loss, if any, shall be payable to me and the holder of this contract as our respective interests may appear and to keep such insurance in full force during said term and to deliver to the holder of this contract within 5 days of the date of this contract a paid up policy to such effect. If I fail to so deliver such a policy the holder of this contract may purchase such a policy and the deferred balance of this purchase price provided for herein shall be increased by the premium on such insurance and I promise to pay the amount of such increase at such time or times as the holder of this contract demands.

If insurance is included in the total time price and the holder of this contract obtains such insurance and such insurance is subsequently canceled by the insurer, the return premium thereon shall be collected by such holder and may be received for by him either in his name or in my name and if possible the holder shall obtain therewith similar insurance to that canceled from another carrier and if the premium thereon is greater than the amount of such return premium because the new policy extends beyond the term of this contract or for any other reason, the deferred balance of the purchase price provided for herein shall be increased by such additional amount and I promise to pay such additional amount at such time or times as the holder hereof demands.

If insurance is included in the total time price and the holder is unable to obtain such insurance or if, having obtained such insurance, it is subsequently canceled by the insurer and a return premium is received by such holder and the holder hereof is unable to obtain other similar insurance, the holder is authorized by me to use as much of the cost of insurance included in the total time price or the amount of return premium received from such cancellation of insurance as the case may be, to purchase, if possible, a policy of single interest insurance against loss from the hazards set forth above protecting the holder alone against such loss and to apply any remainder toward the satisfaction of the last maturing installment of this contract.

If insurance is included in the total time price and no insurance of the types in this contract provided for — either dual or single interest — can be obtained or being obtained is canceled, the holder of this contract may apply all sums included in the total time price of this contract not expended for insurance and such sums as are returned to him because of cancellation of insurance toward the satisfaction of the last maturing installment of this contract.

ASSIGNMENT

For value received the undersigned hereby assigns the conditional sales contract hereon, to the Associates Discount Corporation, 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 said conditional sales contract constitutes a valid subsisting and perfected first lien on said motor vehicle; that all parties thereto have capacity to contract and that the undersigned has no knowledge of any facts which impair the validity of said instrument or render it less valuable or valueless; and further, that the undersigned believes that the facts stated in the buyer's credit statement enclosed are true.

The undersigned represents that he does not know or have any reason to know that there is or that there is to be any extension of credit to the buyer in connection with the purchase by him of the motor vehicle described in said conditional sales contract other than such as are recited therein; and that there are no agreements, arrangements or understandings between the undersigned and the buyer whereby the buyer may make repayment other than as recited in the contract.

Date May 5, 1956

TOULMINVILLE MOTORS, INC.

DEALER, (Firm Name)

By [Signature]

Note: If a corporation, signature must be in name of corporation by officer having authority from board of directors to sign. If a partnership, by one of the partners.

Time price includes:

- ☐ Fire and Theft,
- ☐ \$ _____ Deductible Collision Insurance

Indicate coverage by check ☒ and insert amount deductible.

WITHOUT RECOURSE

Pay to **1 ASSOCIATES DISCOUNT CORPORATION**

Signed _____ Dealer

By _____ Title

FULL RECOURSE

Pay to **2 ASSOCIATES DISCOUNT CORPORATION**

Signed _____ Dealer

By _____ Title

FULL REPURCHASE

Pay to **3 ASSOCIATES DISCOUNT CORPORATION**

without recourse except that undersigned agrees to purchase from it the motor vehicle described in the contract executed concurrently with this note in accordance with its Dealer's Protection Agreement No. 1.

TOULMINVILLE MOTORS, INC.

Signed _____ Dealer

By [Signature] Title

PARTIAL REPURCHASE

Pay to **4 ASSOCIATES DISCOUNT CORPORATION**

without recourse, excepting that if Associates Discount Corporation repossesses the motor vehicle described in the contract executed concurrently with this note, the undersigned shall have the option upon demand of Associates Discount Corporation to

pay Associates Discount Corporation \$ _____ or to buy said motor vehicle from Associates Discount Corporation for the then unpaid balance hereof in its then condition and location.

Signed _____ Dealer

By _____ Title

LIMITED REPURCHASE

Pay to **5 ASSOCIATES DISCOUNT CORPORATION**

without recourse, excepting that if the maker fails to pay any of the first _____ installments of this note when due, then the undersigned will pay to the holder hereof an amount equal to the entire unpaid balance thereof in purchase of the motor vehicle described in the contract executed concurrently with this note in accordance with Dealer's Protection Agreement No. 1.

Signed _____ Dealer

By _____ Title

STATE OF ALABAMA
MADISON COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Clyde L. DeGraaf, to appear within thirty days from the service of this writ in the Circuit Court to be held for the said County at the place of holding the same, then and there to answer the complaint of Associates Discount Corporation.

Witness my hand this 10th day of July, 1956.

Alice J. Duck
CLERK

ASSOCIATES DISCOUNT,
CORPORATION, a COR-
PORATION

PLAINTIFF

VS

CLYDE L. DEGRAAF

DEFENDANT

IN THE CIRCUIT COURT OF
MADISON COUNTY, ALABAMA

AT LBS 2958

The Plaintiff claims of the defendant \$1,650 due by promissory note made by him on the fifth day of May 1956; the same is due and unpaid; with interest there on.

The Plaintiff avers that in and by the terms and provisions of the said note the Defendant waived all rights of exemption as to this debt and agreed to pay a reasonable attorney's fee for the collection of same, which attorney's fee the Plaintiff alleges to be \$250.00 and which he herewith claims.

Winters & Brantley

By: L. D. M. Brantley
Attorneys for the Plaintiff

ASSOCIATES DISCOUNT INC.,
A CORPORATION,

PLAINTIFF

VS

CLYDE L. DEGRAAF

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

This day came the Plaintiff and by attorneys, and the Defendant, being called, came not but made default; and on motion of the Plaintiff, after hearing the evidence, the Court being of the opinion, it is considered and ordered by the Court, and it is the judgment of the Court, that judgment be and the same is hereby rendered in favor of the plaintiff and against the defendant for the sum of \$ 1650⁰⁰.

It is therefore considered, ordered and adjudged by the Court that the Plaintiff have and recover of the Defendant the said sum of \$ 1650⁰⁰, together with the costs in this behalf expended, and for all of which execution may issue.

And it appearing to the Court that the notes, upon which this suit is founded, contain waivers of exemptions as to personalty by the Defendant: it is therefore considered, ordered and adjudged by the Court, that so far as the collection of this judgment is concerned that there are no exemptions as to personalty to the defendant, from levy and sale under execution issued for the collection of same.

And it appearing to the Court that this suit was begun by the issuance of a writ of attachment, and that said writ of attachment was executed by the Sheriff of Baldwin County, Alabama, on the 27 day of June, 1956, by levying upon certain described property, as the property of the Defendant, and as shown by said writ of attachment: and now on motion of the Plaintiff, it is considered, ordered and adjudged by the Court that said property so condemned and as shown by said writ of attachment be and the same is hereby condemned and ordered sold in satisfaction, pro tanto, of this judgment, and for the sale of which let writ of venditioni exponas issue.

Dated Aug 28, 1956

Robert M. Steel

JUDGE

FILED
AUG 28 1956

ALICE A. DUCK, Clerk

NOTICE TO NON-RESIDENT BY PUBLICATION

ASSOCIATES DISCOUNT CORPORATION,
A CORPORATION,

PLAINTIFF

VS

CLYDE L. DEGRAAF

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW

WHEREAS the Plaintiff, Associates Discount Corporation, a corporation, in the above styled cause sued out in said Court a writ of attachment against the estate of the Defendant, Clyde L. DeGraaf; and Whereas said Writ of Attachment was issued by the Sheriff of Baldwin County, Alabama, on the 27 day of June, 1956, by levying upon the following described property of the Defendant, to-wit:

One 1956 8 Cylinder Ford $\frac{1}{2}$ ton pick up truck, Motor No. FLOV 6620009.

And Whereas the Plaintiff has sued the Defendant by promissory note in this same cause.

And Whereas the said Defendant is a non-resident of the State of Alabama and that his place of residence is unknown to the Plaintiff except that he lives in the State of Mississippi.

Now, Therefore, the Defendant, Clyde L. DeGraaf, is hereby notified of the issuance of said attachment and execution thereon and the suit on said note, and to be and appear if he thinks proper, to defend said suit at the present term of said court and within thirty days after this notice of publication is completed.

Witness my hand this 11 day of July, 1956.

Alvin J. Duck
Clerk

Have published three successive weeks.

JIMMY FAULKNER
AND
BILL STEWART
PUBLISHERS

THE BALDWIN TIMES

BALDWIN COUNTY

Alabama's Best County's Best Newspaper

BAY MINETTE, ALABAMA

E. R. MORRISSETTE, JR.
EDITOR-MANAGER

Legal Notice

NOTICE TO NON-RESIDENT
BY PUBLICATION
ASSOCIATES DISCOUNT
CORPORATION,
A Corporation,
Plaintiff

Vs.

CLYDE L. DEGRAAF,
Defendant

In The Circuit Court of Baldwin
County, Alabama At Law

WHEREAS the Plaintiff, As-
sociates Discount Corporation, a
corporation, in the above styled
cause sued out in said Court a
writ of attachment against the
estate of the Defendant, Clyde L.
DeGraaf; and Whereas said Writ
of Attachment was issued by the
Sheriff of Baldwin County, Ala-
bama, on the 27 day of June,
1956, by levying upon the follow-
ing described property of the
Defendant, to-wit:

One 1956 8 Cylinder Ford 3-
ton pickup truck, Motor No.
FLOV 6620009.

And Whereas the Plaintiff has
sued the Defendant by promis-
sory note in this same cause.

And Whereas the said Defend-
ant is a non-resident of the State
of Alabama and that his place of

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA
BALDWIN COUNTY.

E. R. Morrisette, Jr. being duly sworn, deposes and says
that he is the EDITOR of THE BALDWIN TIMES, a Weekly Newspaper published
at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Associates Discount vs.
Clyde L. DeGraaf

COST STATEMENT

228 WORDS @ 5 cents \$ 11.40
I hereby certify this is correct, due and unpaid (paid).

E. R. Morrisette Jr.
Editor.

was published in said newspaper for 3 consecutive weeks in the following issues:

Date of 1st publication July 12, 1956 Vol. 67 No. 26

Date of 2nd publication July 19, 1956 Vol. 67 No. 27

Date of 3rd publication July 26, 1956 Vol. 67 No. 28

Date of 4th publication _____, 195__ Vol. _____ No. _____

Subscribed and sworn before the undersigned this 26 day of July, 1956.

Barney Martin
Notary Public, Baldwin County.

E. R. Morrisette Jr.
Editor.

Mrs. Mary Sandell of Silver Hill
Blaze Out Of Control
the town.
and the suit on said property
be and appear if he thinks pro-
per, to defend said suit at the
present term of said court and
within thirty days after this no-
tice of publication is completed.
Witness my hand this 11 day of
July, 1956.

ALICE J. DUCK,
Clerk.
26-3tc.