

STATE OF ALABAMA
BALDWIN COUNTY

3443

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are commanded to summons BESSIE G. STANLEY to appear before the Circuit Court of Baldwin County in and for said county, at the time of the holding of the same, within thirty days from the service of this summons and complaint, then and there to demur to or plead to the Complaint of MICHIGAN NATIONAL BANK, a corporation.

You are hereby commanded to execute this process instanter and make return as required by law.

Witness my hand this 16 day of January, 1958.

Deice J. Duck
Clerk

MICHIGAN NATIONAL BANK,
A corporation,

PLAINTIFF

VS

BESSIE G. STANLEY

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

1.

The Plaintiff claims of the Defendant the following described personal property, to-wit:

1957 Skyline house trailer, Serial No. 34-1065,
with the value for the use thereof from to-wit: 15th day of December, 1957.

Winters & Brantley

BY:

Robert M. Brantley
Attorneys for the Plaintiff

NECESSARY IN DISTRICT OF COLUMBIA, IDAHO, IOWA,
MAINE, MISSISSIPPI, NORTH CAROLINA and VIRGINIA

(Only Buyer need acknowledge)

STATE OF _____ }
COUNTY OF _____ } ss.

On this _____ day of _____, 195____, before me personally appeared _____ personally known to me to be the same person(s) whose name(s) is (are) subscribed to the within instrument as Buyer, and being duly sworn, he (they) acknowledged the execution by signing and delivery of the within instrument as Buyer and that such execution was his (their) free act and deed.

NOTARY
Sign here

(Seal of Notary)

Notary Public _____ County,
State of _____
My commission expires: _____

NECESSARY IN FLORIDA and NEW MEXICO

(BOTH Buyer AND Seller must acknowledge)

STATE OF Florida }
COUNTY OF Winn } ss.

On this 9th day of February, 1956, before me personally appeared George B. Stander & Minnie Stander personally known to me to be the same person(s) whose name(s) is (are) subscribed to the within instrument as Buyer, and Cecil L. Wain personally known to me to be the same person whose name is subscribed to the within instrument as Seller (or as _____ of Seller), and being duly sworn, they acknowledge the execution by signing and delivery of the within instrument in the capacities indicated, and that such execution was the free act and deed of each of them respectively.

NOTARY
Sign here

(Seal of Notary)

Notary Public Wain County,
State of Florida
My commission expires: Notary Public, State of Florida at Large
My Commission Expires July 19, 1959

NECESSARY IN WYOMING

(Seller must execute the affidavit below)

STATE OF WYOMING }
COUNTY OF _____ } ss.

_____, being duly sworn, deposes and says that he is the Seller (or _____ of Seller) named in the within conditional sales contract, and makes this affidavit in behalf of said Seller being duly authorized so to do; that the Seller in said contract is _____ of _____, that the Buyer is _____ of _____, that the property covered by said conditional sales contract is as follows _____

and that the full and true interest of the Seller is the unpaid balance of _____ Dollars to secure payment of which Seller has retained title to the above described property.

SELLER
Sign here

NOTARY
Sign here

(Seal of Notary)

Seller had and sworn to before me this _____ day of _____, 195____
Notary Public, _____ County, Wyoming
My commission expires: _____

SELLER'S WARRANTIES AND ASSIGNMENT

To Michigan National Bank (Grand Rapids, Michigan):

The undersigned represents and warrants that the within contract, the note and all accompanying documents are genuine, properly executed, and that any statements made therein are true and shall continue to be true; that said contract arose from the conditional sale of the within described trailer, which trailer is as represented to the Buyer by the undersigned; that the title to said trailer is now vested in the undersigned free of all liens and encumbrances except the interest of the within Buyer; that the undersigned has the right to assign such title and such contract; that the terms and execution of the within contract are in compliance with all applicable laws, rules and regulations of the state and any agency or political subdivision thereof; and that all taxes or fees applicable to such transaction or to the instruments evidencing same have been properly and timely paid. The undersigned warrants that the down payment made by Buyer as indicated on the Statement of Transaction was in cash or trade-in, and not its equivalent, and does not directly or indirectly represent a loan from Seller to Buyer; and that the Buyer is 21 years of age or older.

For value received, the undersigned does hereby sell, assign and transfer to the Michigan National Bank (Grand Rapids, Kent County, Michigan) his, its or their right, title and interest in and to the within contract and the trailer covered thereby and authorizes said Michigan National Bank to do every act and thing it deems necessary or proper to collect and discharge the same.

SIGNATURE OF
SELLER

(Date)

ITS

CONDITIONAL SALES CONTRACT

FORM 1

FOR USE IN ALA., ARIZ., ARK., D. C., FLA., IDAHO, ILL., IA., KAN., ME., MICH., MINN., MISS., MONT., NEB., NEV., N. H., N. ME., N. CAR., N. DAK., OKLA., ORE., R. I., S. DAK., TENN., UTAH, VT., VA., WASH., W. VA., WIS., WYO.

The undersigned Buyer (whether one or more) does hereby purchase from the undersigned Seller, subject to the terms and conditions hereinafter set forth, the following trailer, complete with all attachments and equipment, including any hereafter added, delivery and acceptance of which is hereby acknowledged by me, viz.:

New or Used	Year	Make or Trade Name	Length and Description	Color and Model	Manufacturer's Serial No.
New	1956	Glider	34' Caravan TRAILER COACH	Yellow & Ivory 341	341-553046

STATEMENT OF TRANSACTION

A Cash Selling Price (Including Taxes, etc.)	\$3495.00	
B Insurance	\$ 424.75	\$ 3919.75
C Down Payment:		
Cash	\$ None	
Trade-in Allowance	\$ 911.75	\$ 911.75
D Unpaid Balance of Purchase Price		\$ 3008.00
E Finance Charge		\$ 661.76
F Deferred Balance		\$ 3669.76

Buyer agrees to pay the Deferred Balance (Item F above) at the office of Michigan National Bank (Grand Rapids, Michigan) in 46 equal monthly installments of \$ 76.45 each, payable the same date of each month beginning March 24th, 1956, provided that the final payment shall equal the Deferred Balance then remaining unpaid. For each payment which Buyer fails to pay within 10 days after it becomes due, he may be required to pay a default charge of 5% of the amount in arrears, or \$5.00, whichever is greater, not more than the maximum default or delinquency charge permitted by law. If this contract be placed with a bank, the bank agrees also to pay as attorneys fees 15% of the amount due hereunder, but not more than the maximum amount permitted by law. Acceptance by Seller or assigns of the promissory note executed in connection herewith shall not be considered as payment.

It is also agreed:

1. The above described trailer shall at all times be and remain the property of the Seller and the title to said trailer shall remain vested in the Seller until this contract shall have been fully performed by Buyer. All accessories and parts now or hereafter attached to said trailer shall immediately vest in the holder of this contract upon its completion and such property shall be included in the term "trailer" whenever used herein. Any assignee shall be entitled to all of the rights of the Seller.

2. Time is of the essence of this contract and in the event Buyer defaults on any payment, or fails to comply with any provision herein, or (except where insecurity is not a legal basis for default) Seller, for any reason wholly within his or its discretion, deems himself or itself insecure, then the Seller, at his or its option, may elect (1) to declare the entire sum remaining unpaid hereunder immediately due and payable and sue therefor, thereby vesting absolute title in Buyer, or (2) to repossess said trailer without notice, demand or legal process if repossession may be made without breach of the peace, and may enter upon the premises where said trailer may be and remove and hold the same absolutely as the property of Seller (together with any other personal property therein, until demanded by Buyer). In such latter event Buyer agrees to deliver possession of said trailer to Seller who shall retain all payments made by Buyer as and for the rental and depreciation of said trailer. In case of repossession and sale of said trailer for default in payment of any part of the total time price, all sums paid on account of such price and any sums remaining from the proceeds of the sale of such repossessed trailer, after deducting the reasonable expenses of such repossession and sale, shall be applied in reduction of such price and, if the net proceeds of such sale exceed the balance due on such price, the excess shall be paid to the Buyer. Except where contrary to law, any sale after repossession may be private or public, without notice and without having the trailer at the place of sale.

3. Buyer shall not remove said trailer from the county where he now resides without the written consent of the Seller or assigns, nor use the same for any unlawful purpose, nor sell, encumber nor permit any liens to be incurred against the same. Buyer shall, at his own expense, maintain said trailer in as good condition as he received it, shall be liable for all loss or damage to the same and he shall give the Seller immediate written notice of any such loss or damage.

4. Buyer shall insure said property against fire, theft and other hazards to protect the Buyer and Seller, and in the event Buyer fails to do this in a manner satisfactory to the holder hereof, authority is given to the holder to insure said property and the cost thereof shall be added to and become a part of the purchase price. The proceeds of any insurance whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of Seller. Buyer also understands that the purchase of life, health and accident insurance to further protect him during the term of this contract is optional.

5. Any extension of time in which to pay any installment granted to Buyer by Seller or assigns, shall not be construed as an election of remedies hereunder, and shall not operate to prejudice or waive any right to enforce the full and strict performance of this contract. Buyer waives all benefits of valuation, appraisement and exemption laws.

6. Upon full payment of the balance due and performance by Buyer of all conditions and acts required of him hereunder, title to the above described trailer shall automatically pass to Buyer and Seller shall, upon request, furnish evidence of satisfaction hereof.

7. Any provision of this contract prohibited by law of any state or held invalid in any state shall as to such state be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions hereof.

8. It is the intention of the parties hereto that all matters relating to the execution, interpretation, validity and performance of this contract shall be governed by the laws of the state in which the Buyer now resides, which is the state indicated below.

Buyer has represented to Seller that he is 21 years of age or over, and Seller, in entering into this contract, has relied upon such representation.

Buyer has read the foregoing contract after all blanks have been filled in and there are no understandings, agreements, representations or warranties, express or implied, not specified herein, respecting the said trailer or the terms and conditions of the sale above mentioned.

Executed in triplicate this 9th day of February, 1956. Buyer acknowledges receipt of an executed copy of this contract with all blanks filled in. (Do not execute on Sunday or Legal Holiday)

THIS IS A CONDITIONAL SALES CONTRACT

BUYER'S SIGNATURE Raymond A. Sturley
WIFE Genevieve Sturley
RESIDENCE OF BUYER 4259 Phillips Highway, Jacksonville, Florida
(Street) (City and State)

SELLER'S SIGNATURE Dawson's Mobile Homes, Inc.
BY Carl R. Sturley President
SELLER'S PRINCIPAL PLACE OF BUSINESS 4259 Phillips Highway, Jacksonville, Florida
→ Fill in Reverse Side ←

NECESSARY IN DISTRICT OF COLUMBIA, IDAHO, IOWA,
MAINE, MISSISSIPPI, NORTH CAROLINA and VIRGINIA
(Only Buyer need acknowledge)

STATE OF _____
COUNTY OF _____ ss.

On this _____ day of _____, 19____, before me personally appeared
(Name of BUYER — and WIFE, if she signs) _____ personally known to me to be the same person(s)
whose name(s) is (are) subscribed to the within instrument as Buyer, and being duly sworn, he (they) acknowledged the execution
by signing and delivery of the within instrument as Buyer and that such execution was his (their) free act and deed.

NOTARY
Sign here

(Seal of Notary)

Notary Public _____ County,
State of _____
My commission expires: _____

NECESSARY IN FLORIDA and NEW MEXICO
(BOTH Buyer AND Seller must acknowledge)

STATE OF Florida
COUNTY OF Duval ss.

On this 26th day of January, 1957, before me personally appeared
(Name of BUYER — and WIFE, if she signs) Bessie H. Stanley, Ruby Stanley & Eugene B. Stanley personally known to me to be the same person(s)
whose name(s) is (are) subscribed to the within instrument as Buyer, and Earl L. Warren
(Name of Person signing as or for Seller)
personally known to me to be the same person whose name is subscribed to the within instrument as Seller (or as
President of Seller), and being duly sworn, they acknowledge the execution by signing and delivery of the
(Title)
within instrument in the capacities indicated, and that such execution was the free act and deed of each of them respectively.

NOTARY
Sign here

(Seal of Notary)

W. L. Warren
Notary Public _____ County,
State of Florida
My commission expires: _____

NECESSARY IN WYOMING
(Seller must execute the affidavit below)

STATE OF WYOMING
COUNTY OF _____ ss.

(or _____ of Seller) named in the within conditional sales contract, and makes this affidavit
(Title)
in behalf of said Seller being duly authorized so to do; that the Seller in said contract is _____
of _____, that the Buyer is _____ of _____
that the property covered by said conditional sales contract is as follows _____

and that the full and true interest of the Seller is the unpaid balance of _____
Dollars to secure payment of which Seller has retained title to the above described property.

SELLER
Sign here

(Seal of Notary)

NOTARY
Sign here

Subscribed and sworn to before me this _____ day of _____, 19____
Notary Public, _____ County, Wyoming
My commission expires: _____

SELLER'S WARRANTIES AND ASSIGNMENT

To Michigan National Bank (Grand Rapids, Michigan):

The undersigned represents and warrants that the within contract, the note and all accompanying documents are genuine, properly executed, and that any statements made therein are true and shall continue to be true; that said contract arose from the conditional sale of the within described trailer, which trailer is as represented to the Buyer by the undersigned; that the title to said trailer is now vested in the undersigned free of all liens and encumbrances except the interest of the within Buyer; that the undersigned has the right to assign such title and such contract; that the terms and execution of the within contract are in compliance with all applicable laws, rules and regulations of the state and any agency or political subdivision thereof; and that all taxes or fees applicable to such transaction or to the instruments evidencing same have been properly and timely paid. The undersigned warrants that the down payment made by Buyer as indicated on the Statement of Transaction was in cash or trade-in, and not its equivalent, and does not directly or indirectly represent a loan from Seller to Buyer; and that the Buyer is 21 years of age or older. For value received, the undersigned does hereby sell, assign and transfer to the Michigan National Bank (Grand Rapids, Michigan) his, its or their right, title and interest in and to the within contract and the trailer covered thereby and authorizes said Michigan National Bank to do every act and thing it deems necessary or proper to collect and discharge the same.

SIGNATURE OF
SELLER

(Date)

FOR USE IN ALA., ARIZ., ARK., D.C., FLA., IDAHO, ILL., IA., KAN., ME., MICH., MINN., MISS., MONT., NEB., NEV., N.H., N.MEX., N.CAR., N.DAK., OKLA., ORE., R.I., S.DAK., TENN., UTAH, VT., VA., WASH., W.VA., WIS., WYO.

The undersigned Buyer (whether one or more) does hereby purchase from the undersigned Seller, subject to the terms and conditions hereinafter set forth, the following trailer, complete with all attachments and equipment, including any hereafter added, delivery and acceptance of which is hereby acknowledged by me, viz.:

New or Used	Year	Make or Trade Name	Length and Description	Color and Model	Manufacturer's Serial No.
New	1957	Skyline	34' Caravan TRAILER COACH	Grey & White 340	34-1065

STATEMENT OF TRANSACTION

A Cash Selling Price (Including Taxes, etc.)	\$3695.00
B Insurance	\$ 528.50
C Down Payment:	
Cash	\$None
Trade-in Allowance	\$ 925.00
D Unpaid Balance of Purchase Price	\$298.50
E Finance Charge	\$ 907.09
F Deferred Balance	\$4205.59

Buyer agrees to pay the Deferred Balance (Item F above) at the office of Michigan National Bank (Grand Rapids, Michigan) in 60 equal monthly installments of \$ 70.09 each, payable the same date of each month beginning

February 15

1957

provided that the final installment shall equal the Deferred Balance then remaining unpaid. For each payment which Buyer fails to pay within 10 days after it becomes due, he may be required to pay a default charge of 5% of the amount in arrears, or \$5.00, whichever is lesser, but in any event not more than the maximum default or delinquency charge permitted by law. If this contract be placed with an attorney for collection, Buyer agrees also to pay as attorneys fees 15% of the amount due hereunder, but not more than the maximum amount permitted by law. Acceptance by Seller or assigns of the promissory note executed in connection herewith shall not be considered as payment.

It is also agreed:

1. The above described trailer shall at all times be and remain personalty and the title to said trailer shall remain vested in the Seller until this contract shall have been fully performed by Buyer; title to all equipment, radios, heaters, tires, accessories and parts now or hereafter attached to said trailer shall immediately vest in the holder of this contract upon like terms and conditions and such property shall be included in the term "trailer" whenever used herein. Any assignee shall be entitled to all of the rights of the Seller.

2. Time is of the essence of this contract and in the event Buyer defaults on any payment, or fails to comply with any provision herein, or (except where insecurity is not a legal basis for default) Seller, for any reason wholly within his or its discretion, deems himself or itself insecure, then the Seller, at his or its option, may elect (1) to declare the entire sum remaining unpaid hereunder immediately due and payable and sue therefor, thereby vesting absolute title in Buyer, or (2) to repossess said trailer without notice, demand or legal process if repossession may be made without breach of the peace, and may enter upon the premises where said trailer may be and remove and hold the same absolutely as the property of Seller (together with any other personal property therein until demanded by Buyer). In such latter event Buyer agrees to deliver possession of said trailer to Seller who shall retain all payments made by Buyer as and for the rental and depreciation of said trailer. In case of repossession and sale of said trailer for default in payment of any part of the total time price, all sums paid on account of such price and any sums remaining from the proceeds of the sale of such repossessed trailer, after deducting the reasonable expenses of such repossession and sale, shall be applied in reduction of such price and, if the net proceeds of such sale exceed the balance due on such price, the excess shall be paid to the Buyer. Except where contrary to law, any sale after repossession may be private or public, without notice and without having the trailer at the place of sale.

3. Buyer shall not remove said trailer from the county where he now resides without the written consent of the Seller or assigns, nor use the same for any unlawful purpose, nor sell, encumber nor permit any liens to be incurred against the same. Buyer shall, at his own expense, maintain said trailer in as good condition as he received it, shall be liable for all loss or damage to the same and he shall give the Seller immediate written notice of any such loss or damage.

4. Buyer shall insure said property against fire, theft and other hazards to protect the Buyer and Seller, and in the event Buyer fails to do this in a manner satisfactory to the holder hereof, authority is given to the holder to insure said property and the cost thereof shall be added to and become a part of the purchase price. The proceeds of any insurance whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of Seller. Buyer also understands that the purchase of life, health and accident insurance to further protect him during the term of this contract is optional.

5. Any extension of time in which to pay any installment, granted to Buyer by Seller or assigns, shall not be construed as an election of remedies hereunder, and shall not operate to prejudice or waive any right to enforce the full and strict performance of this contract. Buyer waives all benefits of valuation, appraisal and exemption laws.

6. Buyer acknowledges notice of intended assignment of this contract and agrees that such assignee shall be entitled to all the Seller's rights hereunder. Buyer agrees that he has not dealt with the Seller as the agent of the assignee for any purpose whatsoever, and that all claims against the Seller with respect to the sale evidenced hereby are to be settled directly with the Seller, and further agrees not to set up any claim against Seller as a defense, counterclaim, set off or otherwise to any action for payment or possession brought by the assignee on this contract.

7. Upon full payment of the balance due and performance by Buyer of all conditions and acts required of him hereunder, title to the above described trailer shall automatically pass to Buyer and Seller shall, upon request, furnish evidence of satisfaction hereof.

8. Any provision of this contract prohibited by law of any state or held invalid in any state shall as to such state be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions hereof.

9. It is the intention of the parties hereto that all matters relating to the execution, interpretation, validity and performance of this contract shall be governed by the laws of the state in which the Buyer now resides, which is the state indicated below.

Buyer has represented to Seller that he is 21 years of age or over, and Seller, in entering into this contract, has relied upon such representation.

Buyer has read the foregoing contract after all blanks have been filled in and there are no understandings, agreements, representations or warranties, express or implied, not specified herein, respecting the said trailer or the terms and conditions of the sale above mentioned.

Executed in triplicate this 14 day of January, 1957 Buyer acknowledges receipt of an executed copy of this contract with all blanks filled in. (Do not execute on Sunday or Legal Holiday)

THIS IS A CONDITIONAL SALES CONTRACT

BUYER'S SIGNATURE

WITNESS

SELLER'S SIGNATURE

BY

SELLER'S PRINCIPAL PLACE OF BUSINESS

Bessie E. Stanley
WIFE OF C. Stanley
BUYER
5631 West Beaver Street
Jacksonville, Florida
Dawson's Mobile Homes, Inc.
President
4259 Phillips Highway, Jacksonville, Florida

The State of Alabama, { Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Michigan National Bank, a Corp.

Principal

and Glens Falls Insurance Company of Glens Falls, N. Y., Sureties

are held and firmly bound unto Bessie G. Stanley

in the sum of Seven Thousand Ten (\$7010.00) 00- - - - - Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Scaled with our seals and dated this 24th day of January 1958

The condition of the above obligation is such that whereas the said Michigan National

Bank, a corporation,

did, on the 16th day

of January 1958 sue out of the Circuit Court of Baldwin

a writ of detinue directed to any Sheriff of the State of Alabama commanding him to take into his possession the following property, to-wit:

One 1957 Skyline house trailer, Serial No. 34-1065,

which said writ was placed in the hands of Taylor Wilkins,

Sheriff of Baldwin County, Alabama, on the 16th day of January, 1958,

and executed by him on the 16th day of January, 1958, by taking into his possession the following property, to-wit:

One 1957 Skyline house trailer, Serial No. 34-1065,

And whereas the said Bessie G. Stanley, Defendant in said writ, has failed and neglected for the space of five days from the execution of said writ to give bond and take possession of said property as authorized by law.

Now if the said Michigan National Bank, a corporation, upon his failing in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay all damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to remain in full force and effect.

(SEAL)

GLENS FALLS INSURANCE CO. OF GLENS FALLS, N. Y. (SEAL)

By: W. H. Holcomb, Jr. (SEAL)
Attorney-in-fact

Taken and approved this 25th day of Jan 1958

Taylor Wilkins
Sheriff, Baldwin County, Ala.

THE STATE OF ALABAMA,
~~Mobile~~ County
Baldwin

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, Michigan National Bank of Grand
Rapids, Mich. and Glens Falls Insurance Company of Glens Falls, N. Y.

are held and firmly bound unto Bessie G. Stanley
heirs, executors and administrators, in the
sum of Two hundred fifty and no/100 Dollars, for
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly
and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of January, A. D. 1958

The Condition of the above Obligation is such, That whereas the above bounden Michigan National
Bank of Grand Rapids, Mich. has, on
the 16th day of January 1958, sued out from the office of the
Clerk of the Circuit Court of ~~Mobile~~ ^{Baldwin} in the State of Alabama, a Writ of Detinue, returnable to the present
term of said Circuit Court of ~~Mobile~~ against the said Bessie G. Stanley

for the recovery of the following property.
to-wit: 1957 Skyline, 34 ft. grey and white house trailer, Ser. # 34-1065

NOW, if the said Michigan National Bank shall fail
in said suit, and shall pay to the said Bessie G. Stanley
the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said
Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

MICHIGAN NATIONAL BANK OF GRAND RAPIDS, MICH.

BY: Warner Price Williams (Seal)
Agent

GLENS FALLS INSURANCE CO. OF GLENS FALLS, N.Y. (Seal)

BY: W H Holcombe, Jr (Seal)
Attorney-in-fact