STATE OF ALABAMA BALDWIN COUNTY



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.

MICHIGAN NATIONAL BANK, A corporation,	IN THE CIRCUIT COURT OF
PLAINTIFF	0 BALDWIN COUNTY, ALABAMA,
VS	AT LAW
BESSIE G. STANLEY DEFENDANT	0
	Ŏ.

Witness my hand this 16 day of January, 1958.

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

1.

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

Wilters & Brantley

Attorneys for the Plaintiff

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

(Only Buyer need acknowledge)

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COUNTY OF	***************************************	ss.		The state of the s
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by signing and delivery of the within inst	rument as Buyer and	that such execution was	s his (their) free act an	id deed.
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STATE OF COLOR	***************************************	···)	u Prokumjetiva poved Vojeka se se se se	
COUNTY OF LA LINE			a de la companya de La companya de la co	
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personally known to me to be the same pe	rson whose name is s		ame of Person signing as or instrument as Seller (or s	
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within instrument in the capacities indicat	ed, and that such exe	cution was the free act a	nd deed of each of them r	espectively.
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Dollars to secure payment of which Seller	has retained title to t	he above described prop	erty.	
and the first that the general property of the contest to the state of the contest to the contes	SELLER Sign here		1	লাগত বালস্কৃতিক । লাগত বালস্কৃতিক প্রদানিক ভিত্ত করিছিল
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(Seal of Notary)		Notary Public		County, Myomine
사람들이, 아파 남자를 발발하다.		My commission expire	.	เดียงการ เดือนการ เกาะเลื่องได้
	PPC STATES A TOTAL		ENT	rangan Salah garan basa sakiri
io Michigan National Bank (Grand Rapids	Michigan):	en er		
The undersigned represents and war properly executed, and that any statement conditional sale of the within described trail railer is now vested in the undersigned frailer has the right to assign such title are with all applicable laws, rules and regulation applicable to such transaction or to the inest the down payment made by Buyer as and does not directly or indirectly represent For value received, the undersigned county, Michigan) his, its or their right, the prizes said Michigan National Facility to do.	rants that the within is made therein are the ler, which trailer is as see of all liens and end such contract; that was of the state and a truments evidencing indicated on the State and a least truments.	rue and analy continue to represented to the Buy cumbrances except the inthe terms and execution y agency or political suame have been properly ement of Transaction was	o be true; that smal conti er by the undersigned; the nterest of the within Buy on of the within contract abdivision thereof; and the and timely paid. The un- is in cash or trade-in, and	ract crose from the hat the title to said ver; that the under- tare in compliance at all taxes or fees dersigned warrants i not its equivalent.
Control of the Contro	A ON THE STATE OF THE PARTY OF	decima hecomogra or die	oper to collect and discar	thereby and auth- arge the same.
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CONDITIONAL SALES CONTRACT

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

New or Year	Make or Trade Makee	Length and Description	Color and Model	Manulsetweer's Serial Ma.
New 1956	Glider	34° Garayan TRAILER COACH	Yellow & Ivory 341	341- 553046

STATEMENT OF TRANSACTION

		1011	
A	Cash Selling Price (Including Taxes, etc.)	\$3495.00	
B	Insurance	\$ 474.75	391 8.75
C	Down Payment:		
	Cash	\$ None	
	Trade-in Allowance	\$ 911.75	s 911.75
D	Unpaid Balance of Purchase Price		\$13008,00
E	Finance Charge		\$661.76
F	Deferred Balance	and the second of the second o	• 3669.76

Buyer agrees to pay the Deferred Balance (Item F above) at the office of Michigan National Bank (Grand Rapids, Michigan) in 48 equal monthly installments of \$ 75.45 each, payable the same date of each month beginning that March 24th 1955, provided that the final difficult hall 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 the maximum default or delinquency charge permitted by law. If this contract be placed with a fail of the fagrees also to pay as attorneys fees 15% of the amount due hereunder, but not more than the maximum amount permitted by a law law ceptance by Seller or assigns of the promissory note executed in connection herewith shall not be considered of fayment.

It is also agreed:

1. The above described trailer shall at all times be and remain the shall trailer shall remain vested in the Seller until this contract shall have been fully performed by Buyers and trailer of the contract shall have been fully performed by Buyers and the first performed to said trailer shall immediately vest in the holder of the contract up of the many above rights of the such property shall be included in the term "trailer" whenever used herein. Any assignee shall be entired to all of the rights of the

Seller. 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, doesns himself or itself insecure, then the Seller, at his or its option, may elect (1) to declare the entire sum remaining unpaid hereunder insecurably due and payable and sue therefor, thereby vesting absolute title in Buyer, or (2) to repossess said trailer without notice, demand on 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 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 their and other carries 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 inderstands that the purchase of life, health and accident insurance to further protect him during the term of this contract is optional term of this contract is optional.

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

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 Soller 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 regularity provisions hereof.

3. 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, repre-ious or warranties, express or implied, not specified herein, respecting the said trailer or the terms and conditions of the sale above mentioned.

Land Control of the State of Executed in triplicate this 3th day of eDrugry , 1956 Buyer acknowledges receipt of an executed copy of this contract with all blanks filled in. (Do not execute on Sunday or Legal Holiday)

BUYER'S SIGNATURE	THIS IS A CONDI	TIONAL SALES CO	NTRACT	
WIFE BO 99	enie Stal	190		
RESIDENCE OF 4259	Phillips Highwa	y,Jacksonvill	City and State	
SELLER'S SIGNATURE	Dawsonls Mobile	Homes, Inc.		
SELLER'S PRINCIPAL PLACE OF BUSINESS	4250 3001100	1) Zec	Total Direction	_
PLACE OF BUSINESS	r 4259 Phillips	Highway, Jaok	onville F	_

→ Fill in Reverse Side ←

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

(Only Buyer need acknowledge)

STATE OF			The state of the s
COUNTY OF			
•			
On this	day of	, 19, befor	
	(Name of BIIVER and INVEST	personally known to me	e me personally appeared
	SUMSCILLED IN THE UNITED IN SECTION		
by signing and delivery	of the within instrument as Buyer a	as Buyer, and being duly sworn, he (they) acount that such execution was his (their) free a	knowledged the execution
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	MECECCARY IN		
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	BOTH RUVEY AND	Seller must acknowledge)	
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COUNTY OF	1 1 1 0	ss	
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whose name(s) is (are) s	Vame of BUYER and WIFE, if she signs)	The state of the s	o be the same person(s)
in (are) s	ubscribed to the within instrument a	s Buyer, and	12
personally known to me t	o be the same person whose name is	Subscribed to the with in Name of Person signing a	s or for Seller)
within instrument in the	capacities indicated, and that such a	requires were the se	ung and delivery of the
		kecution was the free act and deed of each of the	m respectively.
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STATE OF WYOMING		ss. being duly sworn, deposes and say	
(or		being duly sworn, deposes and say	s that he is the out
in behalf of the	of Seller) name	ned in the within conditional sales contract, an	d makes this efficient
in behalf of said Seller bei	ng duly authorized so to do; that th	e Seller in said contract is	The state of the s
	that th	te Seller in said contract is.	***************************************
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		at the property covered by said conditional sales	contract is as follows
and that the full and tone		mlanna of	
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somets to secure payment of	of which Seller has retained title to	the above described property	******************************
	SELLER		
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and the second s	NOTARY	Subscribed and sworn to before me this	
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	SELLER'S WARRANT	ies and assignment	
To Michigan National Bank (Grand Rapids, Michigan):		Maria de Carlos
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onditional sale of the within	any statements made therein are to	contract, the note and all accompanying doc rue and shall continue to be true; that said cor represented to the Buyer by the undersigned.	uments are genuine,
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VIII Oli orentiaable leeen	The state of the s	The following was a second of the second of	AY SEL LINEE LINE INSTRUMENT.
and does not directly or indire	by Buyer as indicated on the State	by seency or political subdivision thereof; and a me have been properly and timely paid. The usual ement of Transaction was in cash or trade-in, as Buyer; and that the Buyer is 21 years of such or and transfer to the Michigan National Banks to the within contract and the trailer covered deems necessary or appear to contract and the trailer.	ndersigned warrants
FOR value received, the	undersigned does hereby sall and	Buyer; and that the Buyer is 21 years of	Selection of the select
rizes said Michigan National	Bank to do every and interest in and	to the within contract and the trailer coveredeems necessary or appear to collect and disc	Grand Repids, Tient
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FOR USE IN ALA., ARIZ., ARK., D. C., FLA., IDAHO, ILL., IA., KAN, ME., MICH., MINN, MISS., MONT., NEB., NEY., N. H., N. MEX., N. CAR., N. DAK., CKLA., ORE., R. I., S. DAK., TENN., UTAH, VI., 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.:

ery and acce	ptance of wi		-	Coince and Model	Manufacturer's Seriai No.
New or Used	Year	Make or Trude Name	Length and Description	Char the acces	Serat No.
ws M	1957	skyline	34º Caravan TRAILER COACH	Grey & White	34-1065

STATEMENT OF TRANSACTION

		Ų,	A CE S ASSETS ASSETS AS A SECOND AS A SECO		
. A .	Cash Selling Pric	e (Including Tax	xes, etc.)	\$3695.00 \$ 528.50	4223.50
B	Insurance				
С	Down Payment:			_s None	
	Cach			s 925.0u	* 65200 m
dinterpolati	Trade-in All	 Interest contract of the contract. 			\$298.5u
e 515	Unpaid Balance Finance Charge	or Purchase Pric			\$ 907.09
7.	Liuxuce Cuarke				\$4205.59 /

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

19 57 provided that the final installment shall equal the Deferred Balance then remaining unpoid. 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. February 15

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, radies, 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.

parts now of hereatter and the term "trailer" whenever used herein. Any assignee shall be entitled to all of the rights of the such property shall be included in the term "trailer" whenever used herein. Any assignee shall be entitled to all of the rights of the scene of this contract and in the event Buyer defaults on any payment, or fails to comply with any provision 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 herein, or (except where insecurity is not a legal basis for default) Seller, for any reason wholly within his or its discretion, deems herein, or (except where insecurity is not a legal basis for default) Seller, for any reason wholly within his or its discretion, deems herein, or (except where insecurity is not a legal basis for default) Seller, for any reason wholly within his or its discretion, deems herein, or (except the entire sum remaining unpaid hereinfalled in many enter upon the process said trailer without notice, immediately due and payable and sue therefor, thereby vesting absolute title in Buyer, or (2) to repossession and sale of said trailer for default demanded by Buyer). In such latter event Engre agrees to deliver possession of said trailer to Seller who shall retain all payments and by Buyer as and for the rental and depreciation of said trailer. In case of repossession and sale of said trailer for default ments made by Buyer as and for the rental and depreciation of said trailer to Seller who shall said trailer for default needs of such repossession and sale of said trailer for default needs of such repossession and sale, grain the paying the reasonable expenses of such repossession and sale, grain to the Buyer. In a such paying the paying the trailer at Except where contrary to law, any sale after repossession may be private or public, without notice and without ha

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 fisure 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.

Subscribed and Sworn

5. Any extension of time in which to pay any installment, granted to Ruyer by Seller or assigns, shall not be construed as an election of remedies hereunder, and shall not operate to prejudice of waive any right to enforce the full and curict performance of this contract. Buyer waives all benefits of valuation, appraisement 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 Selfer 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 payformance by Ruyer of all conditions and acts required of his heavendar title.

possession prought 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 bereunder, title to the above described trailer shall automatically pass to Buyer and Seller shall, upon request, furnish evidence of satisfaction hereof, 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

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 said above mentioned.

Executed in triplicate this 14 day of January with all blanks filled in. (Do not execute on Sunday or .. Buyer admowledges receipt of an executed copy of this contract 1957 A CONDITIONAL SALES CO - G. L. WIFE SIGMATURE RENCE OF THE SE Inc. Flomes, SIGNATURE OF.

PS Gighway, Jacksonville, MACE OF BUSINESS BOY.

The State of Alabama, Baldwin County

KNOW AL	L MEN BY THESE PRE	SENTS, That we, Mic	chigan National Bank, a Corp
<u>Principal</u>	Section 1995		
Service 19 100		of Glene Falle N	Y., Sureties
in the state of the	garage and the second of the s		Leg Clarectures
are held and firmly	bound untoBessi	e G. Stanley	
, 47, kg			Dollars, for the payment of
The second secon			es, our heirs, executors and ad-
Sealed with	our seals and dated this —	24th day of -	January 19 58
The condition	n of the above obligation is	s such that whereas the sa	did <u>Wichigan National</u>
Bank, a cer	poration,		did, on the <u>16th</u> day
ofJanuary	19 <u>58</u> sue out of	the Circuit	Court of Baldwin
	a writ of detinue dir	ected to any Sheriff of the	State of Alabama commanding him
to take into his po	ssession the following prop	erty, to-wit:	
One 1957 Si	yline house trailer,	<u> Serial No. 34-1065</u>	3
	4		
		- A	·
	× .		January , 19 <u>58</u> ,
and executed by hi	m on the <u>16th</u> da	y of <u>January</u>	, 19 <u>58</u> , by taking into his
possession the follo	owing property, to-wit:		
One 1957 Sl	cyline house trailer,	, Serial No. 31-1065	·
			<u> </u>
		<u> </u>	
	s the said Bessie G.	Shanlorr	
Defendant in said		ed for the space of five day	ys from the execution of said writ
Now if the in said suit shall d damages for the de remain in full force	eliver the said property to t tention of the property and	the Defendant within thirty	ration, upon his failing y-days after judgment and pay all- bligation to be void, otherwise to
	· -		(SEAL)
		GLENS FALLS INSURAN	CE COL OF GLENS FALLS SPAT)
		71.91 41	10 / 3====
	<u>.</u>	By: OVY VY	-in-fact (SEAL)
Taken and approv	ed this 25 day of _	A DOOL NEY	
	Lewon	1 Delan	
	S	heriff, Baldwin County, Al	la.

THE STATE OF ALABAMA, **Mobile County Baldwin

DETINUE BOND AND AFFIDAVIT.

	That We, <u>Michigan National Bank of Grand</u>
Rapids, Mich. and Glens Falls Insurance	Company of Glens Falls, N. Y.
* · · · · · · · · · · · · · · · · · · ·	tanley
	heirs, executors and administrators, in the
sum of Two hundred fifty and no/100	Dollars, for
	each of our heirs, executors, and administrators, jointly
Sealed with our seals and dated this 15th	day of, A. D. 1958
The Condition of the above Obligation is such,	That whereas the above bounden <u>Michigan National</u>
Bank of Grand Rapids, Mich.	has, on
the <u>16th</u> day of <u>January</u>	19 58, sued out from the office of the
Clerk of the Circuit Court of Nobile, in the State	of Alabama, a Writ of Detinue, returnable to the present
term of said Circuit Court of Makaka against the said	I Bessie G. Stanley
£1,	
	for the recovery of the following property.
	ite house trailer. Ser. # 34-1065
	for the recovery of the following property. ite house trailer, Ser. # 34-1065
to-wit: 1957 Skyline, 34 ft. grey and wh	ite house trailer, Ser. # 34-1065 shall fail
NOW, if the said <u>Michigan National Bank</u> in said suit, and shall pay to the said <u>Bessie G</u>	ite house trailer, Ser. # 34-1065 shall fail
NOW, if the said <u>Michigan National Bank</u> in said suit, and shall pay to the said <u>Bessie G</u>	shall fail Stanley sas he may sustain by the wrongful suing out of said
NOW, if the said <u>Michigan National Bank</u> in said suit, and shall pay to the said <u>Bessie G</u> the defendant in said writ all such costs and damages	shall fail Stanley sas he may sustain by the wrongful suing out of said otherwise to remain in full force and benefit. MICHIGAN NATIONAL BANK OF GRAND RAPHDS, MICH