

BALDWIN COUNTY BANK, a
Corporation,

Plaintiff, :

vs. :

W. F. RASPBERRY AND M. P.
FERRELL,

Defendants. }

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Comes the Plaintiff in the above
styled cause and alleges that the following automobile,
to-wit, one Ford Coach, Motor # 2295428, is the property
of W. F. Raspberry, a Defendant in the writ of execution
issued on the 21st day of July, 1931, and that the said
automobile is liable to the satisfaction of the said writ.


ATTORNEYS FOR PLAINTIFF.

RECORDED

Baldwin County
Bank A Corporation

vs.

W. F. Raspberry &
M. P. Furrell

Filed July 9th/1932
T. W. Richardson
Clerk

102-4
terms and condition

ORIGINAL - To be sent to
Universal Credit Company.

The undersigned Seller hereby sells, and the undersigned Purchaser hereby purchases, subject to the terms and conditions hereinafter set forth, the following property, complete with standard attachments and equipment, delivery and acceptance of which is hereby acknowledged by purchaser, viz.:

Type of Body	Model Letter	Motor No.	Manufacturer's Serial No.
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ONE Used 1929 Ford

For \$ 110.00 on or before delivery, leaving a Deferred Balance of \$ 276.00 payable at the office of Universal Credit Company, in 12 instalments of \$ 23.00 each on the same day of each successive month and commencing one month after delivery.

Interest on the balance above, with interest thereon after maturity at the highest lawful contract rate, to be paid by the borrower, unless otherwise provided in the contract.

ONE Used 1929 Ford

For \$ 110.00 on or before delivery, leaving a Deferred Balance of \$ 276.00 payable at the office of Universal Credit Company, in 12 instalments of \$ 23.00 each on the same day of each successive month and commencing one month from the date hereof, or as indicated in Schedule of Payments below, with interest thereon after maturity at the highest lawful contract rate, and if this contract be placed with an attorney for collection, 15% of the amount due hereunder as attorney's fees, or if prohibited, the amount prescribed by law.

Schedule of Payments

Schedule of Payments			
\$.....1 Mo. hereafter	\$.....4 Mos. hereafter	\$.....7 Mos. hereafter	\$.....10 Mos. hereafter
\$.....2 Mos. hereafter	\$.....5 Mos. hereafter	\$.....8 Mos. hereafter	\$.....11 Mos. hereafter
\$.....3 Mos. hereafter	\$.....6 Mos. hereafter	\$.....9 Mos. hereafter	\$.....12 Mos. hereafter

..... all amounts due under this contract are fully paid in cash. Checks, drafts, etc. are accepted subject to final payment.

[illegible]

WITNESS:

(Witness Signature)

(Witness' Signature)

(Witness' Address)

(Witness' Address)

Chennai.

(Witness' Signature)

(Witness' Signature)

(Witness' Address)

BE
SURE
TO
SIGN
IN
INK

~~Folsom-Toulmin Motor Co.~~ (Seal)
(Seller's Signature)

—(Scat)

Seller

 Sign

By [Signature] (Official Title, if Company)

Official Title, If Company

211 N. Royal St. Mobile, Ala.

Street, Town, State

(Purchaser's Signature) W. F. Hasbenger (Seal)

Purchaser's Signature _____

Purchase!

Signs

455 Marine St. Mobile, Ala.

(Purchaser's Address—Street, Town, State)

TO UNIVERSAL CREDIT COMPANY. DEALER'S REPRESENTATIONS, ASSIGNMENT AND GUARANTY

Answer Yes or No

UNIVERSAL CREDIT COMPANY.

1. Have you any reasons to believe Purchaser violates any laws concerning liquor or narcotics? No

2. Was this Purchaser's name ever rejected by any other Finance Company, Bank or Banker? No

[illegible]

representations and warranties. Universal Credit Company upon demand said contract and pay interest on the same. The undersigned hereby agrees to defend, indemnify and hold Universal Credit Company harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, which may be asserted against or incurred by Universal Credit Company in respect thereto, said remedy shall be cumulative and not exclusive and shall not affect any other right of recovery which Universal Credit Company may have. The undersigned is hereby authorized to correct patent errors in above contract and other papers executed, or assigned by undersigned in connection therewith. For value received, the undersigned does hereby sell, assign and transfer to the Universal Credit Company his, its or their right, title and interest in and to the within contract and the property covered thereby and authorizes said Universal Credit Company to do every act and thing necessary to collect and discharge the same. In consideration of your purchase of the within contract, the undersigned guarantees payment of the full amount remaining unpaid hereon, and covenants if default be made in payment of any installment hereunder, to pay the full amount then unpaid and to pay interest thereon at the rate of _____ per annum or variation of terms of the within contract. In payment of any installment hereunder, the undersigned shall not be affected by any settlement, extension of time, non-payment or variation of terms of the within contract. Universal Credit Company Retail Plan. The liability of the undersigned shall not be affected by any settlement, extension of time, non-payment and non-performance, and prior proceedings against the purchaser. The undersigned waives notice of acceptance of this guaranty, notices of non-payment and non-performance, and prior proceedings against the purchaser.

[illegible]

A SIGNATURE IS REQUIRED ON EVERY HEAVY LINE

GUARANTY
(Conditional Sale Contract)

In consideration of the making of the within contract by the seller herein and/or the purchase of this contract by Universal Credit Company, the undersigned does hereby absolutely guarantee payment of all deferred payments as specified herein, and covenants in default of payment of any instalment or performance of any requirement thereof by purchaser, to pay full amount remaining unpaid to Universal Credit Company upon demand, or to the seller upon demand if the seller shall have paid the same to Universal Credit Company, in accordance with the terms of his assignment and guaranty. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit or variation of terms affected by or with the purchaser or any other person interested, and shall arise on default in payment of any instalment or of performance of any requirement by the purchaser, prior legal proceedings against the purchaser for collection being expressly waived, and the undersigned hereby authorizes any Attorney at Law to appear for him in any Court of Record in the United States, waive the issue and service of process and confess judgment against him for the amount due and in default by the purchaser under this contract in favor of the Universal Credit Company, or in favor of the seller if the seller shall have paid the same in accordance with the terms of his assignment and guaranty. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands, foreclosure and possessory remedies, and the right to remove any legal action from the court originally acquiring jurisdiction, are hereby expressly waived. The undersigned further expressly waives any and all rights of contribution he may have against the seller guaranteeing this contract, on any payments the undersigned may make in the purchaser's behalf under, or by virtue of this guaranty.

Witness

Guarantor (Seal)

Address

Address

Witness

Guarantor (Seal)

Address

Address

*Received
10/10/32
J. B. [unclear]*

No. _____

The State of Alabama,
~~MOBILE COUNTY~~
MOBILE COUNTY
CIRCUIT COURT

Baldwin County Bank, a
corporation
VS. PLAINTIFF.....

W.F.Raspberry and

M.P.Ferrell

DEFENDANT.....

CIVIL EXECUTION

Judgment for for \$ 190.00

Interest from 193

to 193

Damages \$

Costs \$ 13.25

Total \$ 203.25

Civil Fee Book Page

Execution Docket Page

Filed 193

S.H.Smith Clerk

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co., Bay Minette

Printed 10/15/1931
Thomas Cook

COLLECT COST FROM

THE STATE OF ALABAMA,
Baldwin County.

I hereby certify that the within Judgment and
Costs in this case are correct, and there was a
waiver of exemption as to personal property under
the Constitution and Laws of Alabama.

This day of 193

..... Clerk

Received in office

....., 193

....., Sheriff

Sheriff's Execution Docket, Page

Sheriff's Fee Book, Page

By virtue of the within ex-
ecution I levied on one Ford
Coach Motor # 2295428 as
the property of W.F.Rasp-
berry and on August 13th,
1931 bond was given & said
car turned over to Univer-
sal Credit Co., a corpora-
tion, this 13th day of
August, 1931.

W.R. Stuart
Sheriff.

THE STATE OF ALABAMA, BALDWIN COUNTY.

By virtue of the within Execution, I have, at o'clock, M., this day
of 193, levied

I hereby certify that the within is a true and correct copy of
an attachment issued in the cause of Baldwin County Bank, a
corporation vs. W.F.Raspberry and M.P.Ferrell.

W.R. Stuart

Sheriff of Baldwin Co

Sheriff

STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, Ida M. Turnbull, a Notary Public in and for said State and County, personally appeared R. K. LINDSAY, as agent of the Universal Credit Company, a corporation, who being duly sworn, deposes and says that the following described personal property, to-wit: One Ford Tudor, Motor No. 2295428, upon which an alias execution from the Circuit Court of Mobile County, Alabama, was issued the 8th day of April, 1931, in favor of the Baldwin County Bank against W. F. Rasberry for the sum of One Hundred Ninety Dollars (\$190.00) and the additional sum of Twelve and 30/100 Dollars (\$12.30) costs in said suit, has been levied by W. R. Stuart, Sheriff of Baldwin County, Alabama, to satisfy the same, is not the property of said W. F. Rasberry, but is the property of the said Universal Credit Company, and that the said Universal Credit Company has a just claim to the property levied on; that the said automobile was sold by Folsom Toulmin Motor Co. to W. F. Rasberry under conditional sales contract dated 4th day of April, 1931, and in which the title was retained in the seller until paid for in full; that said contract was filed for record in Mobile County, Alabama, and recorded in Misc. Book 59, page 396, and was filed for record in Baldwin County, Alabama, on the 13th day of August, 1931, which contract was assigned by the said Folsom Toulmin Motor Co. to the said Universal Credit Company, together with the notes securing the same, for value before maturity, and is now the property of the said Universal Credit Company, a corporation.

R. K. Lindsay.

Sworn to and subscribed before me this the 13th day of August, 1931.

Ida M. Turnbull
Notary Public, Baldwin County,
Alabama.

STATE OF ALABAMA.

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that we, UNIVERSAL CREDIT COMPANY, a corporation, and UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation, are held and firmly bound unto BALDWIN COUNTY BANK, a corporation, in the sum of Four Hundred Dollars (\$400.00), for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our successors and assigns.

Sealed with our seals and dated the 13th day of August, 1931.

The condition of the above obligation is such, that whereas an execution issued from the Circuit Court of Mobile County, Alabama, on the 8th day of April, 1931, in favor of Baldwin County Bank against W. F. Rasberry, for the sum of One Hundred Ninety Dollars (\$190.00) and the additional sum of Twelve and 30/100 Dollars (\$12.30) cost, has been levied by W. R. Stuart, Sheriff of said County, upon the following described property, to-wit: One Ford Tudor, Motor Number 2295428; and whereas the said Universal Credit Company, a corporation, has made affidavit that it has a just claim to said property, and upon entering into this bond with sufficient surety, as required by law, has obtained possession of said property;

Now, if the said Universal Credit Company shall have the said described property forthcoming for the satisfaction of the judgment, if it be found liable therefor, and pay such costs and damages as may be recovered for interposing the said claim for delay, then this obligation to be void, otherwise to remain in full force and effect.

Taken and approved this
13th day of August, 1931.

UNIVERSAL CREDIT COMPANY,
a corporation,

BY

R. L. Lindsay. (SEAL)
Its agent.

UNITED STATES FIDELITY & GUARANTY
COMPANY, a corporation,

BY

Cornelia Hall (SEAL)
Its agent.