

STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Joe E. Lynd to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of Carl Grant Tractor Company, a Corporation.

Witness my hand this 11 day of August, 1960.

Alice J. Duck
Alice J. Duck, Clerk

CARL GRANT TRACTOR COMPANY,
a Corporation

Plaintiff

vs

JOE E. LYND

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 4379

1.

The Plaintiff claims of the Defendant ONE HUNDRED SEVENTY and 00/100 DOLLARS (\$170.00) balance due after all proper credits given on a promissory note made by the Defendant on the 4th day of February, 1958 and payable in sixteen monthly installments and the last installment being due and payable June 4, 1959. The Plaintiff avers that the Defendant defaulted in payment of one of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 6% per annum from April 28, 1959. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of TWENTY-FIVE DOLLARS (\$25.00).

WILTERS, BRANTLEY & NESBIT

BY: Shirley Nesbit

RECORDED

NO. 4379

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Received 30 day of Aug 1960
and on 20 day of Sept 1960
served a copy of the within REC
on Joe E. Lynd
by service on _____

TAYLOR WILKINS, Sheriff

By W. A. Albert D.S.
om

CARL GRANT TRACTOR COMPANY,
a Corporation

Plaintiff

VS

JOE E. LYND

Defendant

FILED

AUG 11 1960

ALICE J. DUCK, CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT
Attorneys at Law
Robertsdale, Alabama

c 501 4th

Bay Minute

CONDITIONAL SALE CONTRACT (Original)
To: Carl Grant Tractor Co Inc. (Corporate, Firm or Trade Name of Dealer)
Name of Purchaser: Joe Lynd (Print)
Address: _____
Street: _____
Town and State: Robertsdale, Ala City: Bay Minette State: Ala

Model No.	Year Model	Serial No.	Description of Article	New or Used	Manufacturer	Cash Price
	<u>57</u>		<u>Beldwin-2 Door Plymouth</u>	<u>✓</u>	<u>Chrysler Motors Corp</u>	

(1) TOTAL CASH PRICE (Including Tax) \$ _____ (1)
(2) Cash \$ _____ (2)
Trade \$ _____ (2)
(3) DEFERRED BALANCE \$ 800.00 (3)
(4) Finance Charges, Recording, Insurance \$ 40.00 (4)
(5) TIME BALANCE \$ 840.00 (5)
payable in 16 installments of \$ 52.50 each, except the final installment which shall be \$ _____; the first installment shall be due on March 4th 1958, after date hereof, and one of such remaining installments shall be due on the 4th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.
If payments are not made within fifteen days after due date, buyer agrees to pay late charges of 5c per dollar, or fraction thereof, in addition to the installments shown above. Buyer further agrees to pay in addition to the above all collection cost incurred by his failure to pay any installments promptly.

After thorough examination, I hereby buy and accept delivery of the foregoing chattels, to be kept and/or installed at _____ (Number and Street) _____, and I will pay you therefor the total time price provided herein.
(City or Town) (County) (State)
Title to said chattels shall remain in you until I have paid in cash all amounts owing hereunder. Any extension or assignments of this contract or extensions or negotiations of said note shall not waive any provisions herein contained.
Said chattels shall remain personal property and nothing shall prevent you from removing same, or so much thereof as you in your sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.
I shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of said chattels, nor permit nor suffer any lien, encumbrance or charge against said chattels. The chattels herein referred to shall at all times be at my risk and loss and any loss, injury or destruction of said chattels shall not operate in any manner to release me from payment as herein provided. You or your assigns are hereby authorized to procure and maintain for my (our) account, during the life of this contract, insurance on said chattels of such types, amounts and in such companies as you may deem advisable.
Should the insurance on said chattel be cancelled for any reason whatsoever, and should I fail, within five days after being given written notice of such cancellation, to provide substitute insurance of the type and in companies and amounts satisfactory to you or your assigns, the full amount unpaid hereunder, including any note given, may, at your option, become due and payable forthwith and you or your assigns may, without any previous notice or demand of performance, and without legal process, enter any premises where said chattel may be found and take possession thereof, after which you may at your option, make such disposition of said chattel as you shall deem fit, and all payments made by me (us) shall be retained by you as liquidated damages for the use of said chattel while in my (our) possession, and not as a penalty.
Should I fail to pay said indebtedness or any part thereof when due, or breach this contract, or should you feel yourself or said chattels insecure, or if any execution or writ be levied on the chattels described herein or on any of my property, or a receiver thereof is appointed, or if a petition under the Bankruptcy Act or any Amendment thereof should be filed by or against me, the entire unpaid balance shall at once become due and payable at your election, and you may without notice or demand, by process of law or otherwise, take possession of said chattels wherever located, and retain all moneys paid thereon for the reasonable use of said chattels and I will pay for necessary repairs because of damage thereto; or you may sell the same at public or private sale and apply the proceeds, after deducting expenses, liens and a reasonable attorney's fee paid or incurred by you, to the payment of said note and interest, and pay me the surplus, if any, or in case of a deficiency I will pay you the same at once. I waive all claims, damages and demands against you arising out of the repossession, retention, reparation and sale as aforesaid. And in event of a sale of said property at public sale, such sale may be held after having given ten days notice of the time, place and terms of sale by posting written notice in the courthouse of said county, and I hereby waive any requirement that said property be present at the place of sale.
Any action to enforce payment of said note shall not waive any of your rights hereunder. Any indulgence granted me shall not constitute a waiver of any of your rights. Time is the essence of this contract. Any part of this contract may be assigned and/or said note may be negotiated without notice to me and when assigned and/or negotiated shall be free from any defense, counterclaim or cross complaint by me.
This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto.
This contract shall apply to, inure to the benefit of, and bind your and my heirs, executors, administrators, successors and assigns, and I acknowledge the receipt of a true copy thereof. Undersigned will pay said note irrespective of any imperfections in the chattels or any breach of alleged representations. You and your assigns are authorized to correct patent errors in said contract and any other papers executed by Undersigned in connection therewith.
Executed this 4th day of February, 1958 Joe E. Lynd (Purchaser Sign Here) (Seal)
Witness: Geo. D. Lough (Purchaser Sign Here) (Seal)
Witness: _____ Accepted by _____ (Corporate, Firm or Trade Name of Dealer) (Seal)

(Owner, Officer or Firm Member)

DEALER MUST EXECUTE ASSIGNMENT ON THE REVERSE SIDE HEREOF
This Note Given in Connection with Conditional Sale Contract, of Even Date
\$ 840.00 (Total Amount of Note)
Robertsdale (City) Ala (State) Feb 4 1958 Date
For value received, the undersigned promise(s) to pay to the order of Carl Grant Tractor Co Inc. (Dealer)
or order, the sum of Eight Hundred Forty & no/100 Dollars.
payable in 16 installments of \$ 52.50 each, except the final installment which shall be _____; the first installment shall be due on March 4th 1958, after date hereof, and one of such remaining installments shall be due on the _____ day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.
If payments are not made within fifteen days after due date, buyer agrees to pay late charges of 5c per dollar or fraction thereof, in addition to the installments shown above.
In the event of default in payment of any of said installments, when due, or in event of death, insolvency, of general assignment by, judgment against, petition in bankruptcy by or against, application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.
The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself hereby severally waive as to this debt, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, and severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee and severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party

NEGOTIABLE AND PAYABLE AT THE OFFICE OF
BALDWIN COUNTY BANK
BAY MINETTE, ALABAMA
Joe E. Lynd (Signature of Purchaser)
4/1
(Signature of Purchaser)

OC 3/18/55 2-50

For value received, pay to the order of

BALDWIN COUNTY BANK
Bay Minette, Alabama

Undersigned jointly and severally do hereby waive presentment, demand, protest, notice of protest, non-payment or dishonor, and notice of the sale of any collateral security, and do authorize any extension or extensions in the time or times of payment. In case of non-payment of any amounts due hereon, we severally agree to pay the same.

(Corporate, Firm or Trade Name of Seller) (Seal)

By _____
(Owner, Officer or Firm Member) (Seal)

ASSIGNMENT

(City or Town) _____ (State) _____ (Date) _____
For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned hereby sells, assigns, transfers and sets over to the BALDWIN COUNTY BANK, BAY MINETTE, ALABAMA, the contract on the reverse side hereof, and all right, title and interest in and to the property therein described, and all rights and remedies under said contract, and the right, either in assignee's own behalf, or in undersigned's name to take all such legal proceedings or otherwise, as undersigned might have taken for this assignment. The undersigned warrants that said instrument is genuine and in all respects what it purports to be; that all statements of fact therein contained are true, that at the time of the execution of the agreement the undersigned had good title to said chattel, and a good right to transfer title thereto; that all parties to the foregoing instrument 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; that the down payment made by the purchaser, as stated in the contract was in cash and not its equivalent, unless otherwise mentioned in the contract, and that no part thereof was loaned directly or indirectly by the undersigned or anyone connected with the undersigned to the purchaser. Undersigned guarantees the payment of said contract, in strict accordance with its terms. Undersigned will upon demand, purchase said contract and note for the amount owing thereon, plus all costs and expenses paid or incurred by Assignee in respect thereto. All remedies of Assignee shall be cumulative, and not alternative.

CALL Pkg. & Sta. Co., Mobile. _____ (Corporate, Firm or Trade Name of Dealer) (Seal)

(Owner, Officer or Firm Member)

CONDITIONAL SALE CONTRACT (Purchaser's Copy)

To Carl Gray Gractor Co Inc (Corporate, Firm or Trade Name of Dealer)
 Name of Purchaser Joe Lynd (Print)
 Address _____
 Street _____
 Town and State Robertsdale, Ala City Bay Minnuth State Ala

Model No.	Year Model	Serial No.	Description of Article	New or Used	Manufacturer	Cash Price

- (1) TOTAL CASH PRICE (Including Tax) _____ \$ _____ (1)
 (2) Cash \$ _____ (2)
 Trade \$ _____ (2)
 (3) DEFERRED BALANCE _____ \$ _____ (3)
 (4) Finance Charges, Recording, Insurance _____ \$ _____ (4)
 (5) TIME BALANCE _____ \$ _____ (5)

payable in _____ installments of \$ _____ each, except the final installment which shall be \$ _____; the first installment shall be due on _____, 12 _____, after date hereof, and one of such remaining installments shall be due on the _____ day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.
 If payments are not made within fifteen days after due date, buyer agrees to pay late charges of 5c per dollar, or fraction thereof, in addition to the installments shown above. Buyer further agrees to pay in addition to the above all collection cost incurred by his failure to pay any installments promptly.

After thorough examination, I hereby buy and accept delivery of the foregoing chattels, to be kept and/or installed at _____ (Number and Street)
 _____, and I will pay you therefor the total time price provided herein.

(City or Town) _____ (County) _____ (State) _____
 Title to said chattels shall remain in you until I have paid in cash all amounts owing hereunder. Any extension or assignments of this contract or extensions or negotiations of said note shall not waive any provisions herein contained.

Said chattels shall remain personal property and nothing shall prevent you from removing same, or so much thereof as you in your sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.

I shall not misuse, secrete, sell, encumber, remove or otherwise dispose of or lose possession of said chattels, nor permit nor suffer any lien, encumbrance or charge against said chattels. The chattels herein referred to shall at all times be at my risk and loss and any loss, injury or destruction of said chattels shall not operate in any manner to release me from payment as herein provided. You or your assigns are hereby authorized to procure and maintain for my (our) account, during the life of this contract, insurance on said chattels of such types, amounts and in such companies as you may deem advisable.

Should the insurance on said chattel be cancelled for any reason whatsoever, and should I fail, within five days after being given written notice of such cancellation, to provide substitute insurance of the type and in companies and amounts satisfactory to you or your assigns, the full amount unpaid hereunder, including any note given, may, at your option, become due and payable forthwith and you or your assigns may, without any previous notice or demand of performance, and without legal process, enter any premises where said chattel may be found and take possession thereof, after which you may at your option, make such disposition of said chattel as you shall deem fit, and all payments made by me (us) shall be retained by you as liquidated damages for the use of said chattel while in my (our) possession, and not as a penalty.

Should I fail to pay said indebtedness or any part thereof when due, or breach this contract, or should you feel yourself or said chattels insecure, or if any execution or writ be levied on the chattels described herein or on any of my property, or a receiver thereof is appointed, or if a petition under the Bankruptcy Act or any Amendment thereof should be filed by or against me, the entire unpaid balance shall at once become due and payable at your election, and you may without notice or demand, by process of law or otherwise, take possession of said chattels wherever located, and retain all moneys paid thereon for the reasonable use of said chattels and I will pay for necessary repairs because of damage thereto; or you may sell the same at public or private sale and apply the proceeds, after deducting expenses, liens and a reasonable attorney's fee paid or incurred by you, to the payment of said note and interest, and pay me the surplus, if any, or in case of a deficiency I will pay you the same at once. I waive all claims, damages and demands against you arising out of the repossession, retention, reparation and sale as aforesaid. And in event of a sale of said property at public sale, such sale may be held after having given ten days notice of the time, place and terms of sale by posting written notice in the courthouse of said county, and I hereby waive any requirement that said property be present at the place of sale.

Any action to enforce payment of said note shall not waive any of your rights hereunder. Any indulgence granted me shall not constitute a waiver of any of your rights. Time is the essence of this contract. Any part of this contract may be assigned and/or said note may be negotiated without notice to me and when assigned and/or negotiated shall be free from any defense, counterclaim or cross complaint by me.

This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto.

This contract shall apply to, inure to the benefit of, and bind you and my heirs, executors, administrators, successors and assigns, and I acknowledge the receipt of a true copy thereof. Undersigned will pay said note irrespective of any imperfections in the chattels or any breach of alleged representations. You and your assigns are authorized to correct patent errors in said contract and any other papers executed by Undersigned in connection therewith.

Executed this _____ day of _____ 19____ ✓ _____ (Purchaser Sign Here) (Seal)

Witness: _____ (Purchaser Sign Here) (Seal)

Witness: _____ Accepted by _____ (Seal)
 _____ (Corporate, Firm or Trade Name of Dealer)

(Owner, Officer or Firm Member)

DEALER MUST EXECUTE ASSIGNMENT ON THE REVERSE SIDE HEREOF