

Buddy Auto Sales
Rt 2. Box 1354
Alabaster, AL

327
SALES CONTRACT, NOTE, SECURITY AGREEMENT & DISCLOSURE STATEMENT

Phone #663 9065

THIS AGREEMENT, made the 13th day of Jan, 1983, by and between

Buddy's Auto Sales Route 2, Box 1354 Alabaster, AL 35007
SELLER'S NAME ADDRESS OF SELLER CITY STATE ZIP CODE

hereinafter called "Seller", and Thomas E. O'Connell
NAME OF BUYER

Rt 2 Box 1458-A - Alabaster AL 35007
RESIDENCE ADDRESS CITY COUNTY STATE ZIP CODE

hereinafter called "Buyer":

1. In consideration of the Deferred Payment Price (Item 18, below), the Seller hereby sells and the Buyer purchases, subject to the Terms and Conditions on the face and reverse side hereof, the property described below complete with attachments, accessories and standard equipment (which property is hereafter collectively referred to as the "Collateral"), the delivery and acceptance of which in good condition, after examination by the Buyer, is hereby acknowledged.

Description of Collateral	Make	New or Used	Year	Model	Serial Number	Use for which Purchased
						☐ Personal ☐ Business ☐ Agriculture

1973 Ford Torino 2dr

73A30H 332798F

2. Buyer promises to pay the Total of Payments (Item 17) to Seller its successors or assigns (Hereinafter called Holder) at Buddy's Auto Sales, Corner of Highways 11 & 332, Alabaster, AL. or at such place as Holder shall designate, in consecutive weekly installments of \$ each & final installment of \$, the first installment being due on the day of 19 and another such installment being due on the same date of each succeeding week thereafter until said sum is paid in full with interest at the rate of percent.

3. To secure the payment & performance of Buyer's obligations hereunder the Seller has retained title to, and is hereby granted a Security Interest in, the Collateral, all additions now or hereafter affixed thereto and the proceeds thereof.

4. Holder shall have the right to set off the indebtedness evidenced hereby against any indebtedness of Holder to Buyer or any other party obligated hereon. To further secure the payment of this note, Buyer hereby transfers and assigns to Holder and grants Holder a SECURITY INTEREST in, all account balances, credits, deposits, and right of withdrawal of Buyer with Holder, whether now owned or hereafter acquired, and whether jointly or severally held, and Buyer agrees that Holder shall have a lien upon and SECURITY INTEREST in all property of the Buyer of every kind now or hereafter in the possession or control of Holder for any reason. The SECURITY INTERESTS granted in this paragraph and in paragraph 3 shall also secure all other and FUTURE indebtedness of Buyer to Holder, and may cover AFTER ACQUIRED PROPERTY of Buyer.

5. In the event of default in the payment of any one or more monthly installments when due or Buyer fails to maintain any property damage insurance required or in the event any of the collateral is moved to another state for more than 30 days without Holder's consent or deems itself insecure the HOLDER can declare entire indebtedness due and payable.

NO WARRANTY

COLLATERAL IS SOLD "AS IS"

9. CASH PRICE (including accessories, installation charges and sales taxes) 1095.00

10. DOWNPAYMENT, consisting of: 650.00
(a) Trade-In 1970 Plymouth Road Runner
Year Make Model

RM21NAG196127
Type Serial No.

58E0142-1983
License No. Year

Milage Decal No. & St.

(b) Gross Balance
(c) Less: Unearned charges
(d) Net Pay off [(b)-(c)]
(e) Net Allowance [(a)-(d)]
(f) Cash Downpayment
(g) Total Downpayment [(e)+(f)] 650.00

11. UNPAID BALANCE OF CASH PRICE [9-10(g)] 445.00

12. UNPAID BALANCE AMOUNT FINANCED [11+] 507.81

14. FINANCE CHARGES, consisting of:
(a) Time Price Differential
(b) Investigation Fee
(c) Lien, Non-Recording and Related Insurance
(d) Other (Specify) SALES TAX 8.40

15. FINANCE CHARGE [14(a)+14(b)+14(c)+14(d)] 54.41

16. ANNUAL PERCENTAGE RATE 12%

17. TOTAL OF PAYMENTS [25] 20th Pmt 500.00
507.81

18. DEFERRED PAYMENT PRICE [9+12(h)+15] 507.81

19. Buyer and every other party obligated hereon severally waive demand, presentment, notice of dishonor, protest, suit and any other requirement necessary to hold them liable hereon, and each such party waives all rights of exemption of property from levy and sale under the Constitution and laws of the State of Alabama, provided however, that no consumer protection provision of the Alabama Consumer Credit Act is waived hereby if there is more than one Buyer hereon, each agrees to be jointly and severally bound by the provisions of this agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this note without condition on the above date. At the time of signing, each Buyer and every other party obligated hereon upon acknowledge receipt of duplicate copies hereof, completely and legibly filled in and signed, which constitutes the entire agreement between the parties, and no modification thereof shall be valid in any event unless made in writing and signed by the parties hereto.

THIS AGREEMENT EXECUTED SUBJECT TO APPROVAL OF CREDIT OF BUYER(S).

"CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT."

Thomas E. O'Connell
Buyer's Signature

Buyer's Signature