STATE OF ALABAMA, SHELBY COUNTY)

know all MEN By THESE PRESENTS: That this contract, made and entered into this the 14 day of Oct., 1933, by and between R L Ozley, hereinafter called Vendor, and W H Woods, hereinafter called vendee, WITNESSETH:

That vendee has this day purchased and received from vendor the following described property viz: 1 Used D.D.Dodge, 1930 Model Sedan Motor # DD 13024 and agrees to pay vendor for said property the total sum of \$---as follows:

\$---cash on the execution of this contract, and the balance in the following installments, to-wit: \$12.50 on the 15 day of Nov, 1933;\$12.50 on the 15 day of Pec 1933; \$12.50 on the 15 day of Jany 1934; \$12.50 on the 15 day of Feby 1934; \$12.50 on the 15 day of April, 1934;

Said installments being evidenced by ---promissory waive notes bearing even date with this contract and being due and payable as above stated --2. It is distinctly understood and mutually agreed by the parties to this contract, as follows: (a) That the title to all of said property shall be and remain in the vendor until all of said notes or installments, together with 11 indebtedness due vendor by vendee for accessories, material, supplies for operating or work or labor done, in beautifying , repairing, and maintaining said property are paid in full. (b) That the execution of said notes is merely for additional security to this contract, and should vendee hereafter execute to vendor his additional notes for accessories, material, supplies, or work and labor, for said property, the sameshall thereafter be considered as additional security to this contract and shall be an additional installment hereunder. (c) That all work and labor done, accessories, material or supplies furnished on or for said property by vendor, at the instance of vendee, shall be due and payable at the next succeeding installment payment period, after the same is done. or furnished and if not then paid, the same shall draw interest at eight per cent from said date, until paid. (d) That any payment hereafter made by vendee to vendor, at the option of vendor, may be applied to the payment of any indebtedness then due either for said installments or notes or for accessories, material, supplies or work or labor, notwithstanding any instructions hereafter given by vendee, as to which debt the same shall be applied to. (e) That in the event said property or any part of same is injured, damaged, lost or destroyed by fire, theft, accident or any other cause, vendee agrees to sustain said injury, damage or loss. (f) That vendee will, at his expense, keep all of said property in first class condition and repair, until all of said installments or notes and other indebtedness due vendor hereunder is paid in full. (g) That vendee will not use said property nor permit the same to be used in the unlawful transportation, storage, sale or other disposition of any prohibited liquors or bevrages; that he will exhibit said property to vendor on demand and will not part with the possession thereof nor remove the same from Shelby County H Alabama, without the written consent of vendor. That he will not impair the value of said property by lien, encumbrance, or otherwise, and will pay all taxes, licenses and assessments thereon, when due and payable and failing to do so, vendor pay the same, and the amount paid shall then de due and payable and become additional installment to this contract. (h) That vendee admits the receipt of all of said property, in good condition, and repair; that the aame is in all things as represented by vendor; that this contract contains all the conditions and agreemtents of the parties relating to the purchase of said property and that this contract was read or caused to be read, by vendee, and fully understood, before being executed, (i) That should vendor fail to promptly exercise any right or remedy hereunder, in the event of default or breach of condition herein by vendee, said failure to so exercise or pursue said remedy shall not be a waiver of said right, remedy or default. (j) That in the event said property is lost, destroyed or stolen defore the entire purchase price and all other indebtedness due vendor against the same is paid in full, then in either of said events, all of the remaining installments and indebtedness shall immediately become due and payable. (k) That, in the event that said property is seized. attached or levied upon under any legal process, issued against vendee, the then remaining unpaid indebtedness and installments or notes shall immediately become due and payable, and vendor may terminate this contract and repessess the said property, in like manner, as if default had been made in the payment of the installments when due. (1) That should vendee make degult in the payment of said installments or notes or any other indebtedness for accessories, material, supplies, for operating said property, taxes or work and labor or either of same, in whole or in part, when due and payable, or breach any agreement or dondition, herein, then in either of said events vendor may at his option, without notice to vendee, declare all unpaid installments and other indebtedness immediately due and payable, and may pursue, exercise or enforce any of the following rights or remedies, viz: (1-1) With or without legal process, take possession of said property and sell the same as vendor deems best. Vendee agrees that all payments then made shall be retained by vendor as liquidated damages, for rent, use, wear and tear, and depreciation in value of said property. Vendee further agrees to pay all past due installments, and indebtedness, when said property is repossessed or returned to vendor. (1-2) With or without legal process, take possession of said property and sell the same, for cash, to the highest bidder, at public outcry, in front of the courthouse of Chilton County, Alabama, after having given 10 days notice of the date and terms of sale, by posting notice in three public places in the Town of Clanton, Alabama, and apply the proceeds of said sale as follows: First- To pay the sost of searching for, taking, removing, keeping, storing, advertising and selling said property, including a reasonable attorney's fee; second-To the payment of the balance due on said installments or notes and any other indebtedness due and payable hereunder, and the surplus, to be turned over to vendee. Should said property failto bring, at such sale, an amount sufficient to pay the cost of sale and the balance due on said installments or notes and other indebtedness due under this Contract, then vendee agrees to pay the deficiency or balance due. Vendee shall have the right to become the purchaser, at said sale, if he is the highest bidder at same. (m) That vendor is expressly given authoriity. license and permit to enter and go upon any premises of vendee or those under his charge or control and take possession of said property and remove the same thersefous and vendee hereby expressly waives any damage, tresspass, or injury done by vendor, in so entering said premises and taking said property. In witness whereof, we have hereunto set our hands and seals, on the day and date first above written.

R.L.Ozley

(SFAL)

W.H. Woods

(SEAL)

Filed for record in this office,
November 2nd 1933 at 9 o'Clock AM and duly
recorded in deed record 95, page 601-602
and examined.

Cage Head, Judge of Probate.

STATE OF ALABAMA

SHELLBY COUNTY

I hereby cortify that

rivilege Tax

has been paid on the within

instrument as required by

law.

CAGE Estimates

JUDGE OF PROBATE