YMA72 REV. 6-58
5M-6-58
PRINTED IN U. S. A.

11½ - # TRANSFER OF EQUITY

See Mtg 255 page 301

BOOK 197 PAGE 555

443826 - C-37

By this agreement the parties hereto agree as follows:

1. Charles H. Campbell of Montevallo, Alabama (City and State), ("Transferor")

who is the {Purchaser / ~~XXXXXXXXXXXXXXX~~ / Transferee of Purchaser} under a certain {Conditional Sale Contract / ~~XXXXXXXXXXXX~~ / Chattel Mortgage} dated April 12, 1958,

between Charles H. Campbell, as Purchaser (Mortgagor), and Calera Motor Company, as Seller (Mortgagee), (a copy of which is attached hereto, made a part hereof and marked and herein called "Exhibit A"), does

hereby sell, assign and transfer to Calvin Bearden of 202 Shelby St., Montevallo, Ala. (City and State)

("Transferee"), all of Transferor's right, equity and interest in and to Exhibit A and the equipment described therein and secured thereby.

2. The total unpaid balance (including delinquent interest charges and insurance rebates, if any) due under Exhibit A, as of the date hereof, is $6,819.27

3. Additional charges due YELLOW MANUFACTURING Acceptance CORPORATION (hereinafter referred to as "YELLOW") for effecting this transfer and (or) modification of the account identified in Exhibit A is as follows:

Service Charge		$ 15.00
Finance Charge (if modification is effected herewith)		$ - 0 -
Insurance:		
Physical Damage	$ - 0 -	
Creditor Life	$ - 0 -	
Total Insurance	$ - 0 -	$ - 0 -
	Total	$ 15.00

4. Transferee has paid herewith to YELLOW the amount of $15.00 for application by YELLOW against the described total unpaid balance.

5. The amount due YELLOW following the application of the payment described in 4 above is $6,819.27

6. Transferee herewith accepts this transfer subject to all the rights of Seller (Mortgagee) or Assignee under Exhibit A and assumes and accepts all of the obligations, covenants, terms and conditions imposed on the Purchaser (Mortgagor) by Exhibit A and agrees to pay the time balance due thereunder in the manner and in the amounts listed therein.

7. Transferor's obligations to the holder of Exhibit A prior to this transfer, are not hereby diminished or released and shall not be affected by any subsequent transfers or assignments or any indulgence, compromise, extension of credit or variation of the terms granted Transferee or assignees whether or not granted with prior notice to or with the knowledge or consent of Transferor.

8. If Group Creditor Life Insurance has been issued under Exhibit A and the Transferee has executed the Request for Creditor Life Insurance hereinafter set forth and has qualified for same, then it is understood that (in accordance with the provisions of the Group Creditors Insurance Policy issued by the Prudential Insurance Company of America described in one of the paragraphs under the provisions on the reverse side of Exhibit A) upon acceptance and approval of this transfer by YELLOW, assignee of Seller under Exhibit A and present holder thereof, (1) all insurance provided on the Transferor's life under said Policy shall automatically terminate and (2) the life of the Transferee shall become insured, providing, however, that such insurance shall be limited to the amount in effect at the date of such acceptance and approval by YELLOW on the life of the Transferor under Exhibit A. By agreement between Transferor and Transferee, the portion of the charge for Credit Life Insurance under said Policy payable or paid by Transferor applicable to the period covered by such charge but with respect to which no coverage is to be provided on Transferor's life has been credited as of the date hereof to the charge for Creditor Life Insurance to be effected on the life of Calvin Bearden (Transferee hereunder) under and subject to the terms and conditions of said Policy so that the time balance due hereunder remains the same as the time balance due under Exhibit A prior to the execution of this transfer.

Should such Creditor Life Insurance not be in effect under Exhibit A, the original term of Exhibit A is not in excess of 36 months, and the Transferee has executed the Request hereinafter set forth, then, assuming the Transferee qualifies for said insurance, the amount of insurance on the life of the Transferee with respect to this debtedness will be determined as follows: (1) if the original outstanding balance due under Exhibit A was $10,000 or less, the amount of insurance will be the amount necessary hereunder to discharge the indebtedness, reduced, however, by the sum of all instalments which are more than one month overdue; (2) if the original outstanding balance due under Exhibit A exceeded $10,000, the amount of insurance will be the amount necessary to discharge the indebtedness, reduced, however, by the sum of all instalments which are more than one month overdue, and then multiplied by the ratio of $10,000 to the outstanding balance originally due under Exhibit A; (3) if the life of the Transferee is already insured under YELLOW's group policy with Prudential with respect to any previously incurred indebtedness at the time of execution hereof and the total amount of existing insurance together with the amount of insurance provided hereunder exceeds $10,000, the amount of insurance as provided hereunder will be reduced by the amount of the excess over $10,000; (4) the total amount of insurance on the life of the Transferee, regardless of the number of accounts, cannot at any time exceed $10,000.

The only obligation of YELLOW to Transferee with regard to Creditor Life Insurance for which a charge is included herein, but which for any reason is unavailable or partly unavailable under the Policy, will be to deduct the applicable portion of the charge for Creditor Life Insurance specified herein from the amount due YELLOW and set forth under Provision 5 hereof and to credit Transferee with the payment thereof.

9. YELLOW, assignee of Seller (Mortgagee) under Exhibit A and present holder thereof, herewith consents to this transfer upon the terms and conditions herein specified.

The amount due YELLOW and set forth under Provision 5 above is payable at the office of YELLOW in Atlanta, Georgia in 23 successive monthly instalments of $296.49 each on the same day of each successive month commencing December 25, 1958, or as indicated in the space below. The final instalment payable hereunder shall equal the amount of the total set forth under Provision 5 remaining due.

In those jurisdictions requiring a separate Modification Agreement, said Agreement, in executed form, is attached hereto as "Exhibit B" and made a part hereof.

Witness the execution hereof on November 26, 1958.

(Witness to Transferor's Signature)	Charles H. Campbell (Transferor's Signature)
(Witness to Transferor's Signature)	
Paul Herring (Witness to Transferee's Signature)	Calvin Beard (Transferee's Signature)
(Witness to Transferee's Signature)	YELLOW MANUFACTURING Acceptance CORPORATION
Witness	By ______ Assistant Secretary

REQUEST FOR CREDITOR LIFE INSURANCE

The undersigned hereby specifically requests and authorizes YELLOW to procure Creditor Life Insurance under Group Creditor Life Insurance Policy No. GL 11431, issued by the Prudential Insurance Company of America, in accordance with the terms, conditions and provisions of the policy generally described in Clause 8 hereinbefore set forth. It is understood that only one Transferee's life may become insured and that if more than one Transferee executes this contract the life insured will be of the Transferee whose signature first appears on this contract.

(1)______ (2) Calvin Beard

CONSENT BY GUARANTOR

The undersigned, guarantor of Transferor's obligations under Exhibit A, herewith consents to the above transfer and agrees that the undersigned's obligations as guarantor shall in no way be reduced thereby.

Dated November 26, 1958

Calera Mtr. Co. Inc.
(Seller's Signature—Individual, Corporation or Firm Name)

V. C. Davis
(Witness to Seller's Signature, or, if a Corporation, Seal and Attestation by Secretary)

By ______ (If Corporation or Partnership) (Title)

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YMA-311-LI
LITHO IN U.S.A.

Green—Original | Blue—For Record | Pink—For Buyer | Yellow—For Seller

INCLUDING CREDITOR LIFE INSURANCE

CONDITIONAL SALE CONTRACT

Exhibit "A" 443826

The undersigned Seller hereby sells and the undersigned Purchaser, or Purchasers, jointly and severally hereby purchase(s), subject to the terms and conditions hereinafter set forth, the following vehicle(s) (hereinafter called the "Property"), delivery and acceptance of which in good order are hereby acknowledged by Purchaser, viz:

New or Used	Year (for Registration)	Wheel Base Length	Make (Trade Name)	Type of Unit (Truck, Tractor or Trailer)	Type of Body (If Truck, Give Tonnage)	Model (Letter and/or Number)	Motor No.	Manufacturer's Serial No.
Used	1957	140	GMC	Tractor		630D	B4A64886	1068

together with extra equipment as follows: Saddle Tanks, Fifth Wheel, Westcoast mirrors, heater, air horns

For a TOTAL TIME PRICE (Sum of items 2 and 9) of: $
computed as follows:

1. DELIVERED PRICE IF SOLD FOR CASH (including taxes, delivery charges, accessories or extras, if any) $ 8400.00
2. TOTAL DOWN PAYMENT $ 2100.00
   Consisting of: $ 2100.00 (Cash), plus $ (Net-Trade-In)
   Description of Trade-In: Make Model Year
3. UNPAID CASH PRICE BALANCE (Subtract item 2 from 1) $ 6300.00
4. COST OF VEHICLE INSURANCE $ 1272.00
   (Complete if insurance procured by Seller. If not, state "none.")
   Covering Accidental Physical Damage to vehicle(s) as outlined below:
   Fire-Theft and Additional Coverage {including / excluding} $ 250.00 Deductible Collision.
   Insurance settlement is based upon actual value of property at time of loss (but in case of fire and theft, not to exceed limits of liability set forth in the policy) and is payable to Purchaser, Seller or Seller's assignee, as their interests may appear.
   Insurance coverage is effective from the date of this contract for a period of 30 months.
5. CHARGE FOR CREDITOR LIFE INSURANCE (Under Group Creditor Insurance Policy No. GL11431, issued by The Prudential Insurance Company of America) $ 79.24
   Only one purchaser's life may become insured. If more than one purchaser executes this contract, the life insured will be of the purchaser whose signature appears first on this contract (the husband, when two of the purchasers are husband and wife), unless otherwise indicated here:
6. OTHER CHARGES (filing and satisfying liens, registration, license, etc.) $
   State nature and amount of each:
7. PRINCIPAL AMOUNT FINANCED (Add items 3, 4, 5 and 6) $ 7651.00
8. FINANCE CHARGE (TIME PRICE DIFFERENTIAL) $ 1243.46
9. CONTRACT (TIME) (DEFERRED) BALANCE (Add items 7 and 8) $ 8894.70

Payable at the office of Yellow Manufacturing Acceptance Corporation in Detroit, Michigan, (or at such other address as may be hereafter designated in writing by Seller), in 30 instalments of $ 296.49 each on the same day of each successive month commencing May 25, 1958, or, if the instalments due hereunder are unequal in amount, as indicated in the Schedule of Payments appearing on the reverse side hereof, which Schedule is incorporated herein, and made a part hereof by reference.

THE PURCHASER UNDERSTANDS AND AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF, HEREBY INCORPORATED BY REFERENCE, CONSTITUTE A PART OF THIS CONTRACT.

Executed in quadruplicate, a copy of which Purchaser acknowledges was delivered to and retained by Purchaser this 12th day of April, 1958.

(S) W. D. Franks
(Witnesses to Seller's Signature or, if a Corporation, Seal and Attestation by Secretary.)

CALERA MOTOR COMPANY
(Seller's Signature—Individual, Corporation or Firm Name)
By (S) O. C. Farris (Pres)
(If Corporation or Partnership) (Title)
(Street) Calera, Alabama (Town or City) (State)

SIGN IN INK

(S) W. D. Franks
(Witnesses to Purchaser's Signature, or, if a Corporation, Seal and Attestation by Secretary.)

(S) Charles H. Campbell
(Purchaser's Signature—Individual, Corporation or Firm Name)
By
(If Corporation or Partnership) (Title)
(Street) Montevallo, Alabama (Town or City) (State)

(In states where acknowledgment or affidavit is required, Notary Public will insert necessary acknowledgment or affidavit in this space.)

STATE OF GEORGIA
COUNTY OF FULTON
F. E. Bubb, Assistant Secretary of Yellow Manufacturing Acceptance Corporation, being first duly sworn, deposes and says that he is familiar with the facts and that the above and foregoing is a true and exact copy of a certain Conditional Sale Contract executed by Chas H. Campbell and dated April 12
THE YELLOW MANUFACTURING ACCEPTANCE CORPORATION
F. E. Bubb
Assistant Secretary
Subscribed and Sworn to before me this 27th day of December 1958
Notary Public
Notary Public, Georgia, State at Large
My Commission Expires ... 26, 1952

NOTARY PUBLIC GEORGIA STATE AT LARGE

DEALER'S ASSIGNMENT, RECOMMENDATION & GUARANTY

To: YELLOW MANUFACTURING ACCEPTANCE CORPORATION

For value received the undersigned does hereby sell, assign, and transfer to YELLOW MANUFACTURING ACCEPTANCE CORPORATION his, its, or their right, title and interest in and to the within contract and the Property covered thereby and authorizes said Yellow Manufacturing Acceptance Corporation to do every act and thing necessary to collect and discharge the same.

The undersigned certifies that the within contract arose from the sale of the Property described in said contract, and that all signatures thereto are genuine and were duly authorized, and warrants that the title to said Property is now vested in the undersigned and the undersigned has the right to assign such title; that said Property is as represented to the Purchaser and that the statements made by the Purchaser of said Property on the statement form attached hereto are true to the best of the knowledge and belief of the undersigned; that the down payment made by Purchaser is as stated in said contract and no part thereof was loaned, directly or indirectly by the undersigned.

In consideration of the purchase of the within contract the undersigned unconditionally guarantees payment of the full amounts unpaid or for any reason to become due thereunder and covenants in the event of any default on said contract by said Purchaser to pay upon demand to Yellow Manufacturing Acceptance Corporation the full amounts then due or unpaid on said contract plus Expenses. The undersigned further covenants and agrees that upon such default Yellow Manufacturing Acceptance Corporation may, in its discretion and at such time or times as it deems advisable, exercise any one or more of the following rights, without thereby waiving the subsequent exercise of such or any of its other rights, to enforce the undersigned's obligation hereunder: (1) tender the said contract to undersigned and undersigned will thereupon purchase said contract from Yellow Manufacturing Acceptance Corporation at a price equal to the full amounts then unpaid or for any reason due under said contract plus Expenses, and in the event undersigned thereupon fails or refuses to purchase said contract Yellow Manufacturing Acceptance Corporation may in its discretion sell said contract at public or private sale, with or without notice, at such time and place and upon such terms and in such manner as Yellow Manufacturing Acceptance Corporation may determine, and recover from undersigned the difference between the full amounts then unpaid or for any reason due under said contract and the proceeds realized from said sale reduced by Expenses; (2) repossess and tender the said Property (or title thereto with notice of its place of storage and authority to take possession thereof) to the undersigned and the undersigned shall thereupon repurchase the said Property from Yellow Manufacturing Acceptance Corporation at a price equal to the entire amounts then unpaid or for any reason due under said contract plus Expenses, and in the event undersigned thereupon fails or refuses to purchase the said Property Yellow Manufacturing Acceptance Corporation may in its discretion thereupon (a) dispose of the same under (3) below, or (b) hold the said Property for the account of the undersigned and recover from undersigned the full amount unpaid or for any reason due under said contract plus Expenses; (3) repossess said Property and, without tendering the same to undersigned, sell the said Property in its discretion at public or private sale, with or without notice, at such time and place and upon such terms and in such manner as Yellow Manufacturing Acceptance Corporation may determine, in which event the proceeds of any such sale after deducting Expenses shall be applied to the amount due under said contract and undersigned will immediately pay on demand the remaining amount due thereunder.

Whenever used herein the word "Expenses" means and includes: (1) any costs or expenses paid or incurred by Yellow Manufacturing Acceptance Corporation in (a) seeking to collect or collecting any portion of the amount due from anyone in any way obligated to satisfy all or any part of the obligation herewith guaranteed and (b) enforcing or seeking to enforce its rights against any of the Property securing the same (including but not limited to expenses of repossessing, preparing for tender, tendering, preparing for sale, selling, storing, repairing and maintaining any of said Property); and (2) any reasonable attorney fees incurred therewith.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension, or variation of terms effected by or with, or by the partial or total failure to enforce or waiver or discharge or release of any rights against the Purchaser, any guarantor, or any other person obligated or interested, or anyone or more or all of them, by operation of law or otherwise. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands, and prosecutions for collection, foreclosures, and possessory remedies are hereby expressly waived.

(Witnesses to Seller's Signature or, if a Corporation, Seal and Attestation by Secretary.)

CALERA MOTOR COMPANY
(Seller's Signature—Individual, Corporation or Firm Name)
By (S) O. C. Farris (Pres)
(If Corporation or Partnership)

(OVER)

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Yellow Mfg. Acc. Corp
P.O. Box 11088
Atlanta 5, Ga.

STATE OF ALABAMA }
SHELBY COUNTY }
I, L. C. Walker, Judge of Probate hereby certify that the within Mortgage was filed in the office for record the 18 day December 1958 at 8 o'clock A.M. and duly recorded in Deed Record 197 Page 558 and examined.
and the Mortgage Tax of $ ——— has been paid.
Deed Tax of $
Fee $2.50
L. C. Walker
Judge of Probate

SCHEDULE OF PAYMENTS

$	1 mo. after date of contract	$	19 mos. after date of contract
$	2 mos. after date of contract	$	20 mos. after date of contract
$	3 mos. after date of contract	$	21 mos. after date of contract
$	4 mos. after date of contract	$	22 mos. after date of contract
$	5 mos. after date of contract	$	23 mos. after date of contract
$	6 mos. after date of contract	$	24 mos. after date of contract
$	7 mos. after date of contract	$	25 mos. after date of contract
$	8 mos. after date of contract	$	26 mos. after date of contract
$	9 mos. after date of contract	$	27 mos. after date of contract
$	10 mos. after date of contract	$	28 mos. after date of contract
$	11 mos. after date of contract	$	29 mos. after date of contract
$	12 mos. after date of contract	$	30 mos. after date of contract
$	13 mos. after date of contract	$	31 mos. after date of contract
$	14 mos. after date of contract	$	32 mos. after date of contract
$	15 mos. after date of contract	$	33 mos. after date of contract
$	16 mos. after date of contract	$	34 mos. after date of contract
$	17 mos. after date of contract	$	35 mos. after date of contract
$	18 mos. after date of contract	$	36 mos. after date of contract

Recorded: 8-6-58,
in Book 255, Page 301 in
Shelby County, Alabama.

PROVISIONS

1. Title to the Property and any accessions thereto and replacements or substitutions thereon is vested in Seller and shall not pass to Purchaser until all amounts provided in this contract have been fully paid in cash. No transfer, renewal, extension, or assignment of this contract or any interest hereunder, or any loss or injury to or destruction of the Property shall release Purchaser from any obligation hereunder.

2. It is the Purchaser's obligation at all times during the life of this contract to keep the Property described herein insured against loss or damage by fire, theft or collision. Such insurance shall be written by an insurance company or companies and in an amount satisfactory to the Seller and shall name as beneficiaries or assureds, Purchaser, Seller, or their successors or assigns, as their interests may appear. Upon failure of the Purchaser at any time during the life of this contract to maintain such insurance, Seller may, at Seller's option, declare this contract in default or procure such insurance. In the latter event, Purchaser agrees to pay the premium therefor with the next instalment payable hereunder as an additional part of this obligation.

Purchaser's obligation to maintain such insurance shall not be affected by the fact that the time price payable hereunder includes a charge for vehicular insurance to be procured for Purchaser by Seller or by the fact that a charge has been paid by Purchaser to Seller for such insurance to be procured by Seller, except that Purchaser shall not be obligated hereunder to effect such insurance unless such insurance for any reason is not obtained by Seller or Seller's assignee or is at any time cancelled by the insurer and until Purchaser is notified by Seller or Seller's assignee or the insurer to that effect. Upon receipt of such notice, Purchaser shall be obligated immediately to effect and maintain such insurance coverage of the Property as herein provided and to furnish to Seller at any time evidence that such insurance is in full force and effect.

In the event that vehicular insurance for which a charge has been paid by Purchaser to Seller or for which a charge is included in the time price payable hereunder is for any reason not obtained by Seller or Seller's assignee or is at any time cancelled by the insurer, the only obligation of the Seller with regard to such insurance will be to refund to Purchaser the amount of the unearned portion of such charge, or, where permitted by law to credit Purchaser with the payment thereof.

The proceeds of any vehicular insurance obtained hereunder, whether paid by reason of loss or injury or otherwise, shall be applied toward replacement of the property or the Purchaser's obligations hereunder, at the option of the Seller. If the proceeds of any such insurance are not sufficient to completely discharge Purchaser's obligations hereunder such proceeds shall be divided by the number of unpaid instalments and the resulting amount shall be credited to each unpaid instalment. If the amount so credited exceeds the amount of any instalment, the excess shall be applied to the instalments first due hereunder.

3. Time is of the essence of this contract. Any instalment or amount payable hereunder, if unpaid for ten days after it becomes due, shall include interest thereon at the highest lawful contract rate from the due date. In the event that any instalment shall not have been paid within ten days after it becomes due and payable, the purchaser expressly acquiesces in the right of the holder of this contract to delegate a representative to endeavor in person to collect such unpaid instalment and, in acknowledgment thereof, Purchaser hereby agrees to pay a further charge in a sum equal to three per cent (3%) of such unpaid instalment, but such charge shall neither be less than One Dollar ($1.00) nor exceed Ten Dollars ($10.00) in any event. Purchaser agrees, in the event this contract is placed in the hands of an attorney for collection, to pay fifteen per cent (15%) of the amount due, or such lesser sum as may be permitted by law, as attorney's fees.

4. Purchaser shall keep the Property in first-class order, repair and running condition, and shall, at Purchaser's own expense, replace any worn, broken or defective parts, and shall allow Seller or its representatives free access to the Property at all times to inspect the same and determine the condition thereof.

5. Purchaser shall keep the Property free from all taxes, liens and encumbrances of any nature whatsoever, and from all charges for keep, repairs, storage, maintenance parts or accessories. Upon failure of Purchaser so to do, Seller may, at its election, make any payments it may deem necessary or advisable to procure or keep the Property free of all or any of these. The sum or sums so paid by Seller, together with interest thereon at the highest lawful contract rate, shall be and become a part of the amount which Purchaser is required to pay under this contract and shall, without demand, be immediately due and repaid by Purchaser to Seller.

6. Until title to the Property shall have passed to the Purchaser hereunder, Purchaser shall have no right, power or authority to sell, transfer, assign, mortgage, encumber or in any manner whatsoever dispose of any interest in or surrender possession of the Property, or any part thereof. Purchaser agrees to keep the Property, when not in use, at ________________ Street in the City of ________________, State of ________________, unless and until Purchaser shall first have obtained Seller's written consent to change such place of storage or housing; provided, however, the temporary removal of the Property from said city and state for the purpose of transporting passengers or goods and its immediate return thereto shall not be construed as a violation of the terms of this contract.

7. Purchaser assumes all responsibility and all liability arising from the possession, operation and use by whomsoever of the Property, and whether imposed by reason of neglect or otherwise. Purchaser shall promptly comply with all laws, requirements and regulations, including any licensing requirements applicable to the possession, use or operation of the Property, and does and shall assume and pay promptly all penalties by any laws imposed for any failure to comply. Purchaser shall indemnify and save the Seller harmless from any and all injury, loss or damage to persons or property caused by the use or operation of the Property.

8. The Seller's acceptance of any instalment or payment, after it or the full amount may have become due and payable hereunder, shall not be deemed to alter or affect the Purchaser's obligations and/or the Seller's rights hereunder with respect to any subsequent payments or default therein.

9. If Purchaser defaults on any instalment or other payment due hereunder, or fails to comply with any of the terms or provisions of this contract, or a proceeding in bankruptcy, receivership or insolvency be instituted by or against Purchaser or Purchaser's property, Seller shall have the right, at his or its election, to declare the unpaid balance, together with any other amount for which Purchaser shall have become obligated hereunder to be immediately due and payable. Further, upon such default or event, Seller or any sheriff or other officer of the law may take immediate possession of the Property without demand, (possession after default being unlawful), including any equipment or accessories thereto, and for this purpose Seller may enter upon the premises where the Property may be and remove the same. Such repossession shall not affect Seller's right, hereby confirmed, to retain all payments made prior thereto by Purchaser hereunder. Seller may resell the Property so retaken at public or private sale without demand for performance, with or without notice to Purchaser, with or without having the Property at the place of sale, and upon such terms and in such manner as Seller may determine; Seller may bid at any sale. From the proceeds of any such sale Seller shall deduct all expenses of retaking, repairing and reselling such Property, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due; any surplus shall be paid over to Purchaser; in case of a deficiency, Purchaser shall pay the same with interest at the highest lawful contract rate. Seller may take possession of any other property in the above described Property at the time of repossession, wherever such other property may be therein and hold the same temporarily for Purchaser without liability on the part of the Seller.

10. If the Property described herein is new, the Seller's warranty hereunder, is limited to the provisions of the manufacturer's standard warranty to Seller (incorporated herein by reference as Seller's warranty to Buyer by replacing the word 'manufacturer's' therein by the word 'Seller'), and is not enforceable against any subsequent holder of this contract. No other warranties expressed or implied, representations, promises or statements have been made by Seller or shall be claimed by Purchaser unless endorsed hereon in writing. No modification of any of the terms or provisions hereof shall be valid in any event, and Purchaser expressly waives the right to rely thereon, unless made in writing duly executed by the holder of this contract.

11. Group Creditor's Policy No. GL 11431 issued by The Prudential Insurance Company of America provides insurance, under conditions stated in the Policy, for certain persons who are individually indebted as Purchasers under instalment sales instruments assigned to Yellow Manufacturing Acceptance Corporation. This coverage is not available: (1) if the Purchaser is a corporation, partnership or association; or (2) if the Purchaser whose life is to be insured is at the time of purchase on active duty in any military, naval or air force of any country at war, declared or undeclared; or (3) in the event that the assignment of Seller's rights under this contract is not offered to or is not accepted by Yellow Manufacturing Acceptance Corporation.

The amount of insurance payable to Yellow Manufacturing Acceptance Corporation under the policy upon the death of the Purchaser whose life is insured thereunder is as follows: (a) If the time balance herein shown is $5,000 or less, the amount of insurance will be the amount necessary under the schedule of payments specified herein to discharge Purchaser's obligation reduced by the total of any instalments which are more than one month overdue; (b) if the time balance herein shown exceeds $5,000, the amount of insurance will be the amount of insurance specified in (a) multiplied by the ratio of $5,000 to the time balance herein shown. In either case, any instalment paid or payable in a smaller amount than therein specified under any subsequent agreement by the parties extending the period herein specified for the payment of the time balance will be considered as paid or payable in the original higher amount specified herein.

If as of the date hereof the Purchaser's life is already insured under the Policy for more than $5,000 and the total amount of such insurance together with the time balance herein shown exceeds $10,000, the time balance for purpose of further insurance under the Policy will be the time balance shown herein reduced by the amount of such excess.

The only obligation of Seller or assignee to Purchaser with regard to creditor life insurance for which a charge is included herein, but which for any reason is unavailable or partly unavailable under the Policy, will be to deduct the applicable portion of the charge for creditor life insurance specified herein from the time balance payable under this contract and to credit Purchaser with the payment thereof.

12. Any notice given to Purchaser hereunder, unless otherwise provided by law, may be given by registered mail addressed to Purchaser at Purchaser's address given in this contract.

13. Purchaser is hereby notified that Purchaser has the privilege of prepaying at any time all or any portion of the unpaid balance due hereunder. Upon payment of such unpaid balance prior to maturity, as the result of either prepayment or refinancing the same, Purchaser shall be entitled to a rebate of the unearned portion of the finance charge, which rebate may be made in cash or credited by Seller to the amount due on the obligations of the Purchaser. The unearned finance charge to be rebated to the Purchaser shall be calculated at the original rate of charge on the total amount of full instalments to become due and for the term of all subsequent full instalment periods, except that if prepayment occurs in the first month a full month's charge or fifteen dollars ($15.00), whichever is greater, will be retained.

14. This contract may be assigned by the Seller, and any subsequent assignee and the holder hereof pursuant thereto shall be entitled to all of the rights and remedies of Seller hereunder.

15. Any portion of any provision of this contract prohibited by law shall be ineffective to the extent of such prohibition only and shall not invalidate the remaining portions of such provision nor any other provisions of this contract.

GUARANTY

In consideration of the making of the within contract by the Seller therein, the undersigned does hereby UNCONDITIONALLY GUARANTEE to the Holder of said contract PAYMENT of the full amounts unpaid or for any reason to become due as specified therein and covenants in the event of any default of payment of any such amount or performance of any requirement thereof by Purchaser to pay on demand to Holder the full amounts then due or unpaid on said contract plus Expenses. The undersigned further covenants and agrees that upon such default the Holder may, in its discretion and at such time or times as it deems advisable, exercise any one or more of the following rights, without thereby waiving the subsequent exercise of such or any of its other rights, to enforce the undersigned's obligation hereunder: (1) Tender the said contract to undersigned and undersigned will thereupon purchase said contract from Holder at a price equal to the full amounts then unpaid or for any reason due under said contract plus Expenses, and in the event undersigned thereupon fails or refuses to purchase said contract, Holder may in its discretion sell said contract at public or private sale, with or without notice, at such time and place and upon such terms and in such manner as Holder may determine, and recover from undersigned the difference between the full amounts then unpaid or for any reason due under said contract and the proceeds realized from said sale reduced by Expenses; (2) repossess and tender the said Property (or title thereto with notice of its place of storage and authority to take possession thereof) to the undersigned and the undersigned shall thereupon repurchase the said Property from Holder at a price equal to the entire amounts then unpaid or for any reason due under said contract plus Expenses, and in the event undersigned thereupon fails or refuses to purchase the said Property, Holder may in its discretion thereupon (a) dispose of the same under (3) below, or (b) hold the said Property for the account of the undersigned and recover from undersigned the full amount unpaid or for any reason due under said contract plus Expenses; (3) repossess said Property and, without tendering the same to undersigned, sell the said Property in its discretion at public or private sale, with or without notice, at such time and place and upon such terms and in such manner as Holder may determine, in which event the proceeds of any such sale after deducting Expenses shall be applied to the amount due under said contract and undersigned will immediately pay on demand the remaining amount due thereunder.

Whenever used herein the word "Expenses" means and includes: (1) Any costs or expenses paid or incurred by Holder in (a) seeking to collect or collecting any portion of the amount due from any one in any way obligated to satisfy all or any part of the obligation herewith guaranteed and (b) enforcing or seeking to enforce its rights against any of the Property securing the same (including but not limited to expenses of repossessing, preparing for tender, tendering, preparing for sale, selling, storing, repairing and maintaining any of said Property; and (2) any reasonable attorney fees incurred therewith.

The word "Holder" as used herein means the Seller named in said contract or any assignee thereof.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension, or variation of terms effected by or with, or by the partial or total failure to enforce or waiver or discharge or release of any rights against the Purchaser, any guarantor, or any other person obligated or interested, or any one or more or all of them, by operation of law or otherwise. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands, and prosecutions for collection, foreclosures, and possessory remedies are hereby expressly waived.

(Guarantor's Signature—Individual, Corporation or Firm Name)

By ________________
(If Corporation or Partnership) (Title)

(Witnesses to Guarantor's Signature or, if a corporation, seal and attestation by Secretary)

(Street) (Town or City) (State)

STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within Mortgage
was filed for record the 18 day of Dec 1958 at 8 o'clock A.M.
and recorded in Deed Record 197 Page 558 and the Mortgage Tax of
——— Deed Tax of 9.00 has been paid.
L.C. Walker Judge of Probate