

TRANSFER OF INTEREST AGREEMENT

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August 27 1959

DESCRIPTION OF MOBILE HOME
herein called "Property"

Make	Model No.	Engine Number	Manufacturer's Serial Number	Amt. Purchaser's Indebtedness	Amt. of Selling Price to Transferee
MAGNOLIA			M2158619	\$ 4,921.70	\$ 4,921.70

Balance of \$ 4,921.70 is payable in 70 consecutive monthly instalments of \$ 70.31

each, first instalment payable September 15 1959
Month Day Year

Memorandum of Agreement between Hilary P. Barganier & Ellie
(Old Purchaser)

of Helena, Alabama herein called "Transferor", and Phillip V. Butts &
(New Purchaser)

Nellie C. of Helena, Alabama herein called "Transferee", Witnesseth:

Transferor has heretofore on August 19 59, purchased from Turley Trailer Sales
(Dealer)

of Anniston Alabama herein called "Dealer",
the above described Property, and executed a note, conditional sale contract, lease, chattel mortgage, or other security instrument, herein called "Instrument", in favor of Dealer, and said Instrument has been assigned for value by Dealer to the Company designated below, herein referred to as "Assignee".

Transferor desires to sell his interest in said Property to Transferee, and according to the terms of said Instrument, must first obtain the consent of Assignee thereto.

Now, therefore, for valuable consideration, Transferor has bargained and sold, and by these presents does sell, grant and convey unto Transferee, his heirs, executors, administrators and assigns, all right, title and interest of Transferor in and to the said Property, and the Transferor's interest under said Instrument (including any property insurance, Creditor Life Insurance, or Hospital and Accident Insurance that may have been written in connection with the financing of the Property described herein) subject to all the terms, conditions and agreements of Transferor in said Instrument; provided, however, this Agreement is of no effect unless and until written consent of the Assignee has been given hereunder, and in consideration of which Transferor and Transferee jointly and severally promise to pay said Instrument according to its terms, the balance owing thereon being shown above.

It is permitted by the law of the State where this Agreement is sought to be enforced, Transferor and Transferee, jointly and severally, hereby irrevocably authorize any attorney at law to appear for them in any court of record, or before any Justice of the Peace, in any State of the United States, except Indiana or New Mexico, and waive issue and service of process, and confess judgment against them, or any of them, in favor of Assignee, for such amounts as may appear to be unpaid on said Instrument, together with interest after maturity, costs and attorney's fee of 15% (if allowed by law) and to release all error and waive all right of appeal. Transferor and Transferee also waive presentment, protest, notice of protest and all benefit of valuation, appraisement, and homestead or other exemption laws now in force or hereafter enacted, including stay of execution and condemnation.

Transferee hereby binds himself to the prompt payment, performance and discharge of all obligations and covenants of said Instrument, all of which Transferee has read and fully understands. Transferor agrees that Assignee may, without notice to or the consent of Transferor, extend the times of payment or rearrange the times of payment of the said Instrument without affecting the liability of Transferor hereunder.

Subject to the prompt performance and discharge of all the foregoing, Assignee hereby consents to said transfer from Transferor to Transferee as aforesaid.

COMMERCIAL CREDIT CORPORATION
(Assignee)

By [Signature] (Seal)

Hilary P. Barganier & Ellie B
Barganier (Seal)
Old Purchaser - Transferor

Phillip V. Butts & Nellie C. (Seal)
New Purchaser - Transferee

Undersigned, referred to above as "Dealer", consents to the foregoing transfer and agrees that said transfer shall not release, alter, or in any manner affect Undersigned's liability and obligation to Assignee on or in respect to said Instrument referred to therein.

(Seal)
(Dealer)

Between _____ (Print Purchaser's Name — If Purchaser is married, show names of both husband and wife)
hereinafter called, jointly and severally, Purchaser, of Route 3, Helena Shelby Ala.
(No., Street, Route or Box) (City or Town) (County) (State)
And Turley Trailer Sales, Ft. McClellan Highway, Anniston, Ala. Seller.
(Dealer's Name) (Give Correct Legal Address) (City) (State)

Purchaser hereby purchases from Seller on the following terms and conditions, and upon the terms and conditions set forth on the reverse side of this contract which are incorporated herein by reference and made a part hereof, and acknowledges delivery, examination and acceptance of the Price of \$ 1100.00, less Total Down Payment of \$ 102.32, leaving a Total Time Balance of \$ 997.68, which Purchaser agrees to pay to the order of Seller in 72 monthly instalments of \$ 70.31 each, the first instalment payable July 15th 1959 (Month) (Day) (Year) and each successive instalment payable on the same date of each and

every month thereafter until the Total Time Price is paid in full, at the office of Commercial Credit Corporation at Birmingham (City), with interest thereon after maturity at the highest legal contract rate.

*If no date is inserted in blank, the first instalment is payable one month from date of contract.

Make or Trade Name	Serial No.	Model	Year	New or Used	Length and Description
<u>Magnolia</u>	<u>42-45-8649</u>	<u>45x10</u>	<u>1959</u>	<u>New</u>	<u>45' Futuristic</u>

Mobile Home will be kept at % Lee's Trailer Park, Route 3, Helena Shelby Alabama
(Number) (Street) (City) (County) (State)

Purchaser agrees not to remove Mobile Home from said address unless the removal is covered by collision insurance and Seller has given written consent to the removal.

The terms of this purchase and sale are as set out above. Title to all of the above, together with all equipment and accessories already thereon or hereafter added remains in Seller until the Total Time Balance is paid in full. If Purchaser defaults, Seller may declare the total amount owing hereunder to be due and payable and without notice retake possession of said Mobile Home.

P. [Signature] (Seal)
(Purchaser Sign Here)
P. [Signature] (Seal)
(Purchaser Sign Here)

State of Alabama
Jefferson County
Sept - 18 - 19 59

Birmingham Alabama
Turley Trailers Sales June 59

This is a true and correct copy.
In witness whereof
My Commission Expires August 8, 1961
[Signature]

FORM 3340 C - ALABAMA

PRINTED IN U.S.A. — ADC

State of _____
County of _____

The foregoing certificate of _____
NOTARY PUBLIC, is adjudged correct.
Let the instrument and certificate be registered.

This _____ day of _____, 19____

Clerk of the Superior Court

ASSIGNMENT

I, we, acknowledge that the contract referred to on the reverse side hereof has been assigned by me, us, to Commercial Credit Corporation.

Dated this _____ day of _____, 19____

at _____, Alabama
(Dealer's Town)

(Signed) _____
(Dealer)

By _____
(Owner, Officer or Firm Member)

I hereby certify that this instrument and certificate of assignment were filed for record in my office on the _____ day of _____, 19____

at _____ o'clock _____ M. and recorded in Book _____ of _____ on Page _____

Recording Officer

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within _____ was filed for record the _____ day of _____ 19____ at _____ o'clock _____ M. and

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