

TRANSFER OF EQUITY IN CONDITIONAL SALE CONTRACT OR CHATTEL MORTGAGE

443660 - M-27

By this agreement the parties hereto agree as follows:

1. Sammie L. Kimbrell of Route #2, Jasper, Alabama, ("Transferor"),
(City and State)
who is the Purchaser under a certain Conditional Sale Contract dated 1-4-58
EXHIBIT A between Sammie L. Kimbrell, as Purchaser, and Matkin GMC Company,
as Seller, (a copy of which is attached hereto, made a part hereof and herein called "Exhibit A"), does
hereby sell, assign and transfer to A. P. Capley, 801 7th St., West, Cullman, Alabama
(City and State)
("Transferee"), all of Transferor's right, equity and interest in and to Exhibit A and the motor vehicle(s) described
therein and secured thereby.

2. Transferee herewith accepts such transfer subject to all the rights of Seller or Assignees under Exhibit A and assumes and accepts all of the obligations, covenants, terms and conditions imposed on the Purchaser by Exhibit A and agrees to pay the time balance due thereunder in the manner and in the amounts listed in the Schedule of Payments on the reverse side thereof.

3. 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 Manufacturing Acceptance Corporation, 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. By agreement between Transferor and Transferee, the portion of the charge for Creditor 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.....A. P. Capley..... (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.

4. 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.

5. YELLOW MANUFACTURING ACCEPTANCE CORPORATION, assignee of Seller under Exhibit A and present holder thereof, herewith consents to this transfer upon the terms and conditions herein specified.

Witness the execution hereof on..... August 30

.....
(Witness to Transferor's Signature)

.....
(Witness to Transferor's Signature)

.....
(Witness to Transferee's Signature)

(Witness to Transferee's Signature)

Witness: _____

Samie L. Kimbrell, 1958
Samie L. Kimbrell
(Transferor's Signature)

Witness

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.....August.....

This form is *NOT* to be used if Transferee is a Corporation, Partnership or Association or if Transferee does not desire *Group* Life Insurance.

SCHEDULE OF PAYMENTS

Month Due	Payment	Month Due	Payment
9-15-58	\$146.57		
10-15-58	146.57		
11-15-58	146.57		
12-15-58	146.57		
1-15-59	146.57		
2-15-59	146.57		
3-15-59	146.57		
4-15-59	146.57		
5-15-59	146.57		
6-15-59	146.57		
7-15-59	146.57		
8-15-59	146.57		
9-15-59	146.57		
10-15-59	146.57		
11-15-59	146.57		
12-15-59	146.57		
1-15-60	126.00		
	<u>\$2,471.12</u>		

U.P. M.A. C.

361 East Paulding Rd N.E.

Atlanta 5, Ga.

3.75
1.50
—
5.25

STATE OF ALABAMA
SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate hereby certify that the within Deed was filed in this office for record the 15 day of Dec 1958 at 10 o'clock A.M. and recorded in Deed Record 206 page 109 and examined 12-16-79 and the Mortgage Tax of \$ 2.21 Deed Tax of \$ has been paid.

Conrad M. Fowler
Judge of Probate

Fee \$ 1.50

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Deed was filed for record the day of 19 at o'clock M. and recorded in Record at page and the Mortgage Tax Deed Tax has been paid.

Conrad M. Fowler
Judge of Probate