

1924

4795B

Conditional Sale Contract or Chattel Mortgage Assignment  
By  
Conditional Seller or Chattel Mortgagee

FOR VALUE RECEIVED, the undersigned hereby assigns, transfers, and sets over to

The Wurlitzer Company

(Assignee's Name)

(No. & Street)

North Tonawanda

(City & Zone)

New York

(State)

all of the undersigned's right, title and interest in and to that certain contract (conditional sale or mortgage) dated October 2, 1959, made by and between the undersigned as seller (mortgagee) and Montavallo Vending Company,  
(Buyer-Mortgagor's Name) (No. & Street)

Montavallo

(City & Zone)

Alabama

(State)

, securing the payment of \$ 1,141.20

the promissory installment note or notes for a like amount and bearing the same date, the indebtedness evidenced thereby, and the property covered by said contract. We warrant that: said contract and any accompanying note or notes are genuine, enforceable, and the only contract and note or notes executed for the property described in said contract; all statements therein contained are true; the property has been delivered and accepted; unless assignee otherwise specifically agrees in writing signed by one of its officers, we are to have sole responsibility for correct filing, recording and all renewals, refilings and rerecordings thereof; a true and correct copy of said contract has been delivered to buyer; and we guarantee the payment promptly when due of the amount of each and every installment payable thereunder and the payment on demand of the entire unpaid balance in the event of any default by the buyer (mortgagor) without first requiring assignee to proceed against said buyer (mortgagor). We agree that assignee may audit our books and records relating to all paper assigned to it and may in our name endorse said note(s) and all remittances received and without notice to us and without affecting our liability may release any and all rights against, enter into consolidating contracts with, and grant extensions of time of payment to the buyer (mortgagor). We waive presentment and demand for payment, protest or notice of non-payment and protest, and subordinate to any rights assignee may now or hereafter have against the buyer (mortgagor) any rights we may now or hereafter have by reason of payment to assignee of any installments payable on the contract or otherwise. We will have no authority, without assignee's prior written consent, to accept collections, repossess or consent to the return of the property or modify the terms of the contract or note(s). We waive notice of acceptance hereof. Witness our hand and seal.

Date October 2, 1959

F. A. B. Distributing Co., Inc. (Seal)  
(Signature of Seller - Assignor)

By [Signature] (Seal)

Its Vice President  
(If Corporation, give official title. If Owner or Partner, state which.)

(Address of Seller - Assignor)

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Rose Mary A. Fain

(Witness)

Leol W. Leeper

(Witness)

Original Contract  
11-11-59  
Book 211 Page 111

Form No. 25-38

FOR USE IN ALABAMA, COLORADO, CONNECTICUT,

KENTUCKY, OHIO, OKLAHOMA (if two witnesses

do not sign), & WASHINGTON ONLY

ACKNOWLEDGMENT OF ASSIGNOR

State of Louisiana )  
Parish of Orleans ) ss.  
Parish

On this 2 day of October, 1959, personally appeared before me, the undersigned Notary Public, R. G. DuPuy  
(Name of Assignor, or Officer)

to me known to be the individual described in, and who executed the foregoing instrument of assignment, as assignor (or agent for assignor), and being by me first duly sworn, acknowledged that he signed the same as his free and voluntary act and deed (and as the free and voluntary act and deed of said assignor) for the uses and purposes therein mentioned.

[Signature]  
(Signature of Seller - Assignor, or Officer)

Sworn to before me and subscribed in my presence this 2 day of Oct, 1959.

(Affix Notarial Seal)

Walter F. Yaman  
Notary Public

(Show Notary's Residence if Washington)

Filed 2/6/60 10 AM No. 142