

NCR

THE NATIONAL CASH REGISTER COMPANY

DAYTON, OHIO 45409

EQUIPMENT ORDER AND SALES CONTRACT (SECURITY AGREEMENT)

LOCAL BRANCH CITY AND STATE <u>Birmingham, Alabama</u>		ORDER DATE <u>2/9/66</u>		EQUIPMENT TO BE <u>NEW</u> <u>100%</u>	
NCR SHIP FREIGHT PREPAID THE FOLLOWING NCR FOR USE AT — STREET ADDRESS		☒ CASH REGISTERS ☐ ADDING MACHINES		☐ ACCOUNTING MACHINES ☐ ELECTRONIC EQUIPMENT ☐ ACCESSORIES	
CITY <u>Montevallo</u>		ZONE	COUNTY <u>Shelby</u>	STATE <u>Alabama</u>	
QUANTITY	SIZE OR MODEL AND FINISH	SERIAL NUMBERS		UNIT PRICE	TOTAL PRICE
ONE	<u>52-5-12-5-16-(CCR) TR-1C</u>	<u>1-752029</u>			<u>2315.00</u>
<u>1-7525029</u>		<u>1-7525029</u>			
ADJUSTMENTS (Trade-Ins, Allowances, Etc.)		±	AMOUNT (Item 7)	Which the undersigned agrees to purchase at a Total List Price	
				1. <u>2315.00</u>	
				2. _____%	
				3. Federal Tax (____%)	
				4. State Tax (<u>4</u> %) <u>92.60</u>	
				5. City _____% County Tax (____%)	
				6. Total Cash Price <u>2407.60</u>	
				7. Adjustments ☐ Credit (—) ☐ Charge (+)	
				8. Cash with Order Payment <u>240.76</u>	
				9. Cash on Delivery Payment	
				10. Amount Financed <u>2166.84</u>	
				11. Finance Charge <u>261.00</u>	
				12. Time Payment Balance <u>2427.84</u>	

Received \$ _____ on _____
as the Cash with Order Payment provided herein (Item 8)

Signature of NCR Representative J. E. Parsons

Time Payment Balance (Item 12) to be paid in 23 Monthly Installments of \$ 102.00
and a final installment of \$ 81.84. The undersigned agrees to pay
the first of such installments on 3/10 19 66 and the others
serially on the same day of each succeeding month.

STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON 2-8-66

RECORDED & INDEXED
DEED TAX 1.00
PD. ON THIS INSTRUMENT.

JUDGE OF PROBATE

You warrant the above described equipment for a period of 12 months after delivery against defects in material, workmanship and operational failure from ordinary use. Your obligation if the equipment does not meet these warranties is limited solely to correcting the defect or failure, without charge. The foregoing warranties are exclusive of all other warranties whether written, oral or implied. Any repairs not covered by the foregoing warranties shall be paid by the undersigned. Subsequent to above mentioned warranty period you will make maintenance service available to the undersigned in accordance with the terms of your standard maintenance agreement. In no event shall you be liable for special or consequential damages from any cause whatsoever.

With respect to the above equipment you will, if requested by the undersigned, without additional charge, render assistance to the undersigned in training operators hired by us, designing forms, and devising system applications.

The entire unpaid balance shall, at your option, become due and payable upon refusal to accept delivery when tendered, to make any payment when provided for, or if undersigned sells, conceals, removes, damages or destroys the equipment, or attempts to do so. This equipment shall remain your property until all payments hereunder, or any judgment therefor, are paid in full. You may, if you so elect, repossess this equipment upon default and retain as rental all payments made, except as otherwise provided by applicable state law. The remedies herein provided are cumulative and not in the alternative. Undersigned agrees to pay all taxes on the equipment and hereby expressly waives any claim against you by reason of payment by you of a sales, use, compensating or similar tax, however imposed. Undersigned agrees to complete payment if equipment is lost, stolen, damaged or destroyed, and that any insurance that may be effected by the undersigned buyer against loss of or damage to the equipment must be for our mutual benefit as our respective interests may appear. If it is necessary to refer any claim under this contract to an attorney not your salaried employee, undersigned agrees to pay a reasonable attorney fee providing same is allowed by applicable state law. This contract is subject to "Additional Provisions of Contract" set forth on reverse hereof.

This contract contains all of the agreements and representations of the parties with respect to the sale of the above equipment.

The undersigned purchaser (debtor) authorizes you (secured party) to file, in jurisdictions where this authorization will be given effect, a Financing Statement signed only by you as secured party describing the equipment in the same manner as it is above described.

Purchaser Lovelady Motor Co.
By J. W. E. Stephens (OFFICE MGR)
(PRINT OR TYPE)
(SIGN) Purchaser Lovelady Motor Company
By J. W. E. Stephens

STATEMENT OF SATISFACTION

Full payment and satisfaction of the attached instrument is acknowledged and the

Probate Judge of Shelby County, Alabama

is hereby authorized and directed to cancel same of record.

THE NATIONAL CASH REGISTER COMPANY

By C. D. Lamb
* C. D. LAMB Agent

LS

Subscribed, sworn to, and acknowledged before me by the said C. D. LAMB, agent

of The National Cash Register on 4-18, 1966

Notary Public

VIRGIL HOWERTON, Notary Public
Montgomery County, Ala.
My Commission Expires Nov. 17, 1972