2175

Monthly Pay Plan

CONDITIONAL SALE CONTRACT
ORIGINAL

COKER MOTORS

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 property, delivery and acceptance of which in good order are hereby acknowledged by purchaser, viz:

New or Used	Year Model	No Cyl	Make Trade Name	Type of Body If Truck, Give Tonnage	Model Letter or Number	Motor No.	Manufacturer's Serial No.
Used	1961	6	Comet		1-H1158	869158	

For a Total Time Price of $2580.00

Payable in an amount on or before delivery of $500.00

Leaving a Deferred Balance of 2080.00

Payable at the office of COKER MOTORS, to be hereafter designated in 15 instalments of 2080.00

on the same day of each successive month, or as indicated in schedule of instalments below and commencing Feb 8 1969. The final instalment payable hereunder shall equal the amount of the deferred balance remaining due. Interest is due on instalments after maturity at the highest lawful contract rate, and if this contract be placed with an attorney for collection, 15% of the amount due hereunder shall be paid by the purchaser as attorney's fees, or if prohibited, the amount permitted by law.

Schedule of Monthly Instalments

$.....
$..... 1 Mo. hereafter
$..... 2 Mos. hereafter
$..... 3 Mos. hereafter
$..... 4 Mos. hereafter
$..... 5 Mos. hereafter
$..... 6 Mos. hereafter
$..... 7 Mos. hereafter
$..... 8 Mos. hereafter
$..... 9 Mos. hereafter
$..... 10 Mos. hereafter
$..... 11 Mos. hereafter
$..... 12 Mos. hereafter
$.....
$.....
$.....
$.....
$.....
$.....

1. Title to said property shall not pass to purchaser until said amount is fully paid in cash.

2. No transfer, renewal, extension or assignment of this contract or any interest thereunder, or loss, injury or destruction of said property shall release purchaser from his obligation hereunder; assignee shall be entitled to all the rights of seller.

3. In the event purchaser defaults in any payment due on this contract or fails to comply with any condition of this contract or a proceeding in bankruptcy, receivership or insolvency be instituted against the purchaser or his property, or seller deems the property in danger of misuse or confiscation, the full amount shall be immediately due and payable; the seller's acceptance, after the full amount may have become immediately due and payable as hereinbefore provided, of any instalment or payment 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.

4. No warranties, express or implied, representations, promises or statements have been made by seller unless endorsed hereon in writing.

5. Purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use same illegally, improperly or for hire, shall not remove same from the state without permission of the holder of this contract; shall not transfer any interest in this contract or said property. Any sum of money paid by the seller in payment or discharge of taxes, liens and encumbrances on said property shall be secured by and under this contract. Seller may insure said property against fire and theft, or any accidental physical damage to the car to protect purchaser, seller or seller's assignee. Purchaser agrees to pay the premium upon demand and that on failure to do so, payment of said premium shall be secured by this contract. The proceeds of any insurance on said property, whether paid by reason of loss, injury, return premium or otherwise, shall be applied toward the replacement of the property or payment of this obligation, at the option of seller.

6. Time is of the essence of this contract, and if purchaser default in complying with the terms hereof, or seller deems the property in danger of misuse or confiscation, seller or any sheriff or other officer of the law may take immediate possession of said 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 said property may be and remove same. Such repossession shall not affect seller's right, hereby confirmed, to retain all payments made prior thereto by the purchaser hereunder. Seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to purchaser (if given, notice by mail to address below being sufficient), with or without having such property at place of sale, and upon such terms and in such manner as seller may determine; seller may bid at any public sale. From proceeds of any such sale, seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee. The balance thereof shall be applied to amount due; any surplus shall be paid over to purchaser; in case of deficiency purchaser shall pay the same with interest. Seller may take possession of any other property in the above described motor vehicle at time of repossession, wherever such other property may be therein, and hold same temporarily for purchaser without liability on the part of seller.

7. Seller shall have the right to enforce one or more remedies hereunder, successively or concurrently. Purchaser hereby waives the right to remove any legal action from the court originally acquiring jurisdiction and waives all homestead and other property exemption laws. Any provision of this contract prohibited by law of any state shall as to said state be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract.

Purchaser Signs X Rogers picker
Off X Robert Barnett By _____
(Purchaser's Signature) (If Company) (Title) (Street) (Town) (State)

Seller Signs Off _____ By Coker Motors Co
(Seller's Signature) (If Company) (Title) (Street) (Town) (State)

Bobbie Higgins (Witness) SIGN IN INK Bobbie Higgins (Witness)

TO COKER MOTORS, COLUMBIANA, ALA.: DEALER'S ASSIGNMENT AND GUARANTY

For value received, undersigned does hereby sell, assign and transfer to the COKER MOTORS his, its or their right, title and interest in and to the within contract, and note evidencing said indebtedness, herewith submitted for purchase by it, and the property covered thereby and authorizes said COKE MOTORS to do every act and thing necessary to collect and discharge the same.

The undersigned certifies that said contract arose from the sale of the within described property, warranting that title to said property was at time of sale and is now vested in the undersigned free of all liens and encumbrances; that said property is as represented to the purchaser of said property by the undersigned and that 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.

In consideration of your purchase of the within contract, undersigned guarantees payments of the full amount remaining unpaid balance, and covenants if default be made in payment of any instalment herein to pay the full amount then unpaid to COKER MOTORS upon demand, except as otherwise provided by the terms of the present COKER MOTORS Retail Plan. Liability of the undersigned shall not be affected by any settlement, extensions, variation of terms of the within contract effected with, or by the discharge or release of the obligation of the purchaser or any other person interested, by operation of law or otherwise. Undersigned waives notice of acceptance of this guaranty and notice of non-payment and non-performance.

Seller Signs Off _____ By Coker Motors Co
(Seller's Signature) (If Company)

INSTALMENT NOTE

2080.00

Columbiana (City) Ala (State) 2-7 1969

For value received, the undersigned jointly and severally promise(s) to pay to the order of Coker Motors Co at the office of COKER MOTORS in Columbiana, Alabama, in 14 instalments of 138.57 each, with a final instalment of $ 138.57 the first instalment commencing March 15 1969, and the remaining instalments becoming due monthly on the same day of each successive month thereafter, until fully matured, with interest on instalments after maturity at 6% per annum. Instalment of $ _____, the first instalment commencing _____ 19 _____, and the remaining instalments becoming due monthly on the same day of each successive month thereafter, until fully matured, with interest on instalments after maturity at 6% per annum.

If any instalment of this note is not paid when due, the full amount shall become immediately due and payable.

The makers, endorsers, guarantors and all obligors, hereby severally waive demand, presentment for payment, protest, and notice of protest and non-payment or dishonor of this note and all defenses by reason of any extension of time of its payment that may be given by the holder or holders to any of them, and also notice of the sale of any security for the payment hereof; and, where and to the extent that such waiver is permitted by law, all benefits of valuation, appraisement, homestead and other exemption laws, including stay of execution and condemnation, and the right to remove any legal action from the court originally acquiring jurisdiction and agree for suit to be brought hereon in any county in the state wherein the holder may elect to sue. The undersigned and all said obligors hereunder, and each of them, hereby agree that, if this note is not paid according to its terms, I, we, or either of us, will pay all expense of collection to the holder hereof and in addition, if placed in the hands of an attorney for collection, will pay a reasonable attorney's fee, and a reasonable attorney's fee for briefing suit if same is brought. Given under the hand and seal of undersigned.

Rogers picker (Seal)
(Purchaser's Signature)

We the undersigned, COKER MOTORS, certify this to be a _____
Seller's Signature

By _____

By Robert Barnett
(Signature of Owner, Partner or Officer)

BOOK 257 PAGE 635

SHELBY CO. ALA. THIS FILED 1969 FEB 17 PM 12:55 RECORD GRANTEE