



## Transfer Agreement

Date:			For CITG/SF Use Only		
Month	Day	Year	Div.	Dir.	Tr.
3	6	90	0335	312157	11287211

Buyer Name(s) **William Michael Fisk**

Seller (Original Buyer) Name(s) **Leslie Kim Morris, Bobby Smith**

Address(es) **P.O. Box 455**  
**Montevallo, AL 35520**

Address **Bolea Mobile Home Park #16**  
**Montevallo, AL 35115**

The words "I", "me" and "my" refer to the Buyer and Co-Buyer signing this contract. The words "you" and "your" refer to the CIT Group/Sales Financing, Inc., the Creditor.

Buyer has today bought and received in satisfactory condition the commodity described below, including attachments, equipment, accessories and related services (referred to collectively in this agreement as "property"), under the terms and provisions of this agreement.

### Property (Describe):

**Used 1993 Guerdon Riverbrook 60 x 12 Mobile Home GEMGA308209031**

Will be kept at <b>Montevallo</b> County <b>Shelby</b> State <b>AL</b>		
KIND OF INSTRUMENT TRANSFERRED ("X" One): <input type="checkbox"/> Real Estate Mortgage <input checked="" type="checkbox"/> Instalment Sale Contract <input type="checkbox"/> Chattel Mortgage <input type="checkbox"/> Lease <input type="checkbox"/> Deed of Trust	INSTRUMENT TRANSFERRED OR RELATED FINANCING STATEMENT WAS FILED, RECORDED OR PERFECTED ON (Month, Day and Year): <b>1/15/87</b>	IN OFFICE OF (Title of Filing or Recording Officer or Department for Certificates of Title): <b>Judge of Probate</b>
LOCATION OF FILING OR RECORDING OFFICE (Town or City, County and State): <b>Shelby County, AL</b>	FILED OR RECORDED IN:  BOOK NO. _____ OF _____	PAGE NO.: <b>#016061</b> FILE NO.: TIME: <b>6:02p.m.</b>

ANNUAL PERCENTAGE RATE IN OBLIGATION ASSUMED .....	<del>14.50</del> <b>10.104.59</b> %
UNPAID BALANCE OF OBLIGATION ASSUMED .....	\$ <del>10,104.59</del> <b>75.00</b>
TOTAL ASSUMPTION CHARGES .....	\$ <del>10,104.59</del> <b>10,104.59</b>
TOTAL OF PAYMENTS .....	\$ <del>10,104.59</del> <b>10,104.59</b> = The amount I will have paid after I have made all payments as scheduled.

My payment schedule will be	Number of Payments	Amount of Payments	When Payments Are Due
<b>Due on the 28th</b>	<b>63</b>	<b>157.72</b>	<b>monthly beginning</b>
	<b>1</b>	<b>168.23</b>	<b>March 28, 1990</b>

SECURITY — I am giving you a security interest in the goods or property being purchased, as further described in the contract.

LATE CHARGE — If a payment is more than \_\_\_\_\_ days late, I will pay you 5% of the late amount or \$\_\_\_\_\_, whichever is less.

PREPAYMENT — If I pay off early, I may be entitled to a refund of part of the finance charge. I will not be entitled to a refund of the prepaid finance charge.

INCLUDED IN ITEM 1 ABOVE

a. Insurance on Property ..... \$ 9.99  
b. Credit Life Insurance ..... \$ 75.00

3. PREPAID FINANCE CHARGE ..... \$

COLLECTED IN CASH

4. TOTAL OF PAYMENTS ..... \$

10,104.99

TERMS AND CONDITIONS:

**Default** — If a payment is more than 10 days late, I will be charged a late charge equal to 5% of the first \$100 of the unpaid amount of the payment or \$5.50, whichever is greater. If you accept late payments or partial payments, that does not mean you will accept other late or partial payments. If I do not make any of my scheduled payments, or if I do not comply with any other requirements of this contract, the full amount I owe, after deducting as a credit any charges which you have not yet earned will become due, if you desire without your advising me. The charges which you have not yet earned will be computed according to applicable law, but in any event will not be less than the refund that would be given if I prepaid this contract in full. If I default and you refer this contract to an attorney for collection, I agree to pay your outside attorney's fees of not more than 15% of the amount that I owe you if this contract is in an amount financed of \$300 or more. If I have not met the requirements of this contract you may repossess the commodity, and you can peaceably enter my premises to do so and/or you can foreclose on any real estate mortgage or deed of trust I have given you. You have all the rights of a secured party under the Uniform Commercial Code. If you sell my commodity, you have a right to sell to a dealer. If you have to give me notice, 5 days is sufficient. The proceeds of the sale and/or foreclosure (minus attorney's fees and reasonable expenses incurred by you in realizing upon any security interest) will be credited to my unpaid balance. If any money is left over after you have applied it to my obligation under this contract, it will be paid to me, but if any money is still owing and the original cash price was over \$1000, I agree to pay you the balance. *Initials: LKA B.F. W.M.F.*

**Rebate for Prepayment** — At any time, I have the right to pay this contract in full or to pay more than my schedule requires. Except in the case of prepayment in full by refinancing within 90 days of the date of this Agreement, if I pay in full ahead of schedule, you will refund the unearned Finance Charge based on the Rule of 78's. You earn the Finance Charge for the payment period during which I pay in full ahead of schedule if more than 1/2 of the period has elapsed. If I pay in full ahead of schedule by refinancing within 90 days of the date of the Agreement, I will receive a daily pro-rata refund of the unearned portion of the Finance Charge. You will not pay me any refund of less than \$1.00. If I pay in full ahead of schedule prior to the first instalment due date, you earn the Finance Charge for the entire first instalment period.

**Security Interest** — You will retain a security interest under the Uniform Commercial Code in the commodity and all equipment, tires, heaters, radios, television sets, furniture, appliances, accessories and parts sold under this contract, including proceeds and accessions, until I have paid the balance in full and completely satisfied all other requirements of this contract and any modifications to it. I assign to you any insurance proceeds relating to persons or property, including return or unearned premiums for application to the unpaid balance. I direct any insurer to pay you directly. In the event of default, you may cancel all insurance and credit any refund to the unpaid balance. I waive all marital rights, homestead exemption and all other exemptions relating to any property in which I have granted you a security interest.

If disclosed on the face of this contract, I have also given a mortgage or deed of trust in the real estate described on the face of this contract and its proceeds as security for this contract.

You agree to waive and disclaim any security interest in the real estate described on the face of this contract which may be created in your favor by operation of law in connection with this transaction including but not limited to materialman's liens, mechanic's liens, artisan's liens and vendor's liens as a result of goods and services provided in connection with this transaction.

By law, that part will be ineffective, and the remainder will remain in force.

I may choose the agent and insurer through which property insurance is to be obtained.

Premium for Insurance on Property for ..... Net Charge  
term of *n/a* months from the date of this agreement ..... \$

**INSURANCE COVERAGES ABOVE DO NOT INSURE AGAINST LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.**

If insurance on the property not included in this agreement, I will furnish copy of policy, with long form loss payable clause, purchased from

Agents Name and Address

Name of Insurance Company

**Credit Life Insurance Election**

Credit Life Insurance is not required by Creditor

The undersigned (check one box)

☐ Request(s) Credit Life Insurance, the cost of which is shown in Item 2b at left, for entire term of agreement, unless a lesser term is set forth in this agreement.

☒ Do(es) not want any Credit Life Insurance.

*William Michael Fink* 3/13/90  
Buyer's Signature to above statement Date

Co-Buyer's Signature to above statement Date

The seller, the buyer, the dealer and the creditor understand and agree as follows:

**What This Transaction is About** — Seller wishes to sell and buyer wishes to buy whatever interest seller has in the property. The property is subject to the terms of an "instrument" such as an instalment sale contract, chattel mortgage, lease, security agreement, real estate mortgage or deed of trust, which was filed, recorded or perfected on the date and in the office shown above. That instrument, together with any related note, has been assigned or endorsed to creditor. It provides that the property will not be sold or disposed of without creditor's consent or dealer's consent.

**Buyer's Rights and Obligations** — By signing this agreement buyer is acquiring all of seller's rights in the property, subject to the terms of the instrument, and buyer is assuming all of seller's obligations set forth in the instrument. Of the amount which seller agreed to pay, the Unpaid Balance of Obligation Assumed, shown above, is still owing. Buyer promises to pay creditor the Total of Payments in accordance with the payment schedule shown above and to fulfill all the obligations in the instrument.

**Seller's Agreement** — Seller agrees that seller remains obligated under the instrument and any related note(s) and agrees that creditor may, without notice to the seller and without releasing seller's liability, elect any remedy, extend any time period or vary any of buyer's obligations under this agreement.

**Insurance** — If physical damage insurance is in effect on the property under creditor's standard protective plan, seller and buyer agree that the first person signing this agreement as buyer will be the only person insured, provided that the insurance is available to that person. Seller agrees to surrender to creditor, when this agreement is signed, any policy, certificate or other document evidencing physical damage or credit life insurance which was previously issued to seller.

However, any policy, certificate or other evidence of insurance will be returned to seller if the related insurance is continued in seller's name. In any case, seller releases and discharges creditor and any insurer which issued any such policy or other document of insurance from any liability to seller, except as to any policy or other document of insurance which is continued in seller's name.

*Sabeena Harris*  
(Witness)  
*Tracy Hagg*  
(Witness)

*Leslie Kin Harris*  
(Seller)

*Bobby Smith*  
(Co-Seller) (Seal) Signature of Seller(s)

By ..... Title ..... (Seal)

The undersigned, referred to in this agreement as "dealer," consents to this transfer and agrees that this agreement will not release, change or in any other way affect dealer's liability and obligation to creditor on or in respect to the contract of the obligation which is being transferred.

I acknowledge receipt of a true copy of this agreement which was completely filled in before it was signed and agree to its terms. I also acknowledge receipt of a copy of the contract of the obligation which I am assuming and if I elected Credit Life Insurance above, the Notice of Proposed Insurance or Designation of Insured on the reverse of that contract will apply to me. I also acknowledge that I am responsible for any sales or use tax now due or to become due on this transfer.

Approved ..... (Seal) (Dealer's Name)

*William Michael Fink*  
(Buyer)

..... (Seal) (Co-Buyer) Signature of Buyer(s)

By ..... (Seal) By ..... Title ..... (Seal)

Creditor agrees to the transfer and assignment by seller to buyer of seller's interest in the original contract and Property provided that seller remains fully liable on the original contract and any other instrument pertaining to it.



1 Return copy or recorded original to:

The CIT Group/Sales Financing, Inc.  
P.O. Box 24610  
Oklahoma City, OK 73124-0610

Pre-paid Acct. #

2 Name and Address of Debtor

(Last Name First if a Person)

Fisk, William Michael  
P.O. Box 455  
Montevallo, AL 35115

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3 SECURED PARTY (Last Name First if a Person)

The CIT Group/Sales Financing, Inc.  
P.O. Box 24610  
Oklahoma City, OK 73124-0610

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

Used 1983 Guerdon Riverbrook 60 X 12 Mobile Home  
Serial No.: GDWGA308209031

"THIS MOBILE HOME IS BEING USED AS A PERSONAL HABITATION; UCC-1 TO BE CONTINUED UNTIL TERMINATED."

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

602

Check X if covered: ☐ Products of Collateral are also covered

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state  
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state  
☐ which is proceeds of the original collateral described above in which a security interest is perfected

☒ acquired after a change of name, identity or corporate structure of debtor

☐ as to which the filing has lapsed

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ 7,767.44

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 11.65

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)

(Required only if filed without debtor's Signature — see Box 6)

William Michael Fisk By Lisa Cordell  
Signature(s) of Debtor(s)

Lisa Cordell  
Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Debtor(s)

William Michael Fisk  
Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

The CIT Group/Sales Financing, Inc.  
Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL  
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT  
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  
Approved by The Secretary of State of Alabama

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned

Leslie Kim Harris - Bobby Smith  
(Buyer, Seller or Legal Owner)

of the following described motor vehicle:

Make: Guerrdon  
Serial #: 9031  
Year: 1983

does hereby authorize and appoint:

THE CIT GROUP/SALES FINANCING, INC. Agent Lisa Cordell

my (or our) true and lawful attorney to sign in the name, place and stead of the undersigned, any certificate of title covering the vehicle described above in whatever manner necessary to effect the transfer of such title, certificate of title of said vehicle as (he) (she) may deem fit and proper, hereby ratifying and confirming whatever action said Attorney shall or may take by virtue hereof in the premises.

IN WITNESS, WHEREOF, The undersigned has executed this instrument this 13<sup>th</sup> day of March, 1990.

Leslie Kim Harris  
(Signature of Owner)

Bobby Smith  
(Signature of Co-Owner)

Subscribed and sworn to before me, a Notary Public in and for the State of Alabama, County of Shelby, this 13<sup>th</sup> day of March, 1990, by the above named Owner, who acknowledged the same to be his free and voluntary act and deed.

William M. Walker  
(Notary Public)

Blacksburg, AL  
(Address)

My commission expires: 4/21/90

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT the undersigned

William Michael Fick

(Buyer, Seller or Legal Owner)

of the following described motor vehicle:

Make: Guerdon

Serial #: 9031

Year: 1983

does hereby authorize and appoint:

THE CIT GROUP/SALES FINANCING, INC.

Agent Lisa Cordell

my (or our) true and lawful attorney to sign in the name, place and stead of the undersigned, any certificate of title covering the vehicle described above in whatever manner necessary to effect the transfer of such title, certificate of title of said vehicle as (he) (she) may deem fit and proper, hereby ratifying and confirming whatever action said Attorney shall or may take by virtue hereof in the premises.

IN WITNESS WHEREOF, The undersigned has executed this instrument this 13<sup>th</sup> day of March, 1990.

William Michael Fick

(Signature of Owner)

(Signature of Co-Owner)

Subscribed and sworn to before me, a Notary Public in and for the State of Alabama, County of Shuford, this 13<sup>th</sup> day of March, 1990, by the above named Owner, who acknowledged the same to be his free and voluntary act and deed.

William M. Fick  
(Notary Public)

Blakely, Ala  
(Address)

My commission expires:

4/21/91