

CONDITIONAL BILL OF SALE

BILL OF SALE
THE STATE OF ALABAMA
SHELBY COUNTY

1998-35905

09/14/1998-35905
01:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 11.00

KNOW ALL MEN BY THESE PRESENTS, THAT FRANK M. DOWNS, III and NALDA J. COOPER IN CONSIDERATION OF THE

ASSUMPTION OF A CERTAIN LEIN AND MORTGAGE (SEE ATTACHED) DOLLARS TO BE PAID BY AND ASSUMED AND

PAID BY FRED J. LAND and KELLY J. LAND, THE OBLIGATION, THE ASSUMPTION WHEREOF IS HEREBY ACKNOWLEDGED, DO
BARGAIN,

SELL AND DELIVER TO SAID FRED LAND SALES ASSOCIATES, THE FOLLOWING GOODS AND CHATTELS, TO WIT: ONE 1995 NEWMAR

KOUNTRY AIRE RECREATIONAL VEHICLE, VIN # 3FCMF53G3SJA03255 SOLD AS IS, WHERE IS, WITH NO WARRANTY FROM

SELLER EXCEPT ANY, IF EXISTING TO SELLER BY THE MANUFACTURER.

WITNESS MY HAND AND SEAL THIS 4TH DAY OF SEPTEMBER 1998.

EXECUTED IN THE PRESENCE OF

SIGNATURE

SIGNATURE

SELLER: FRANK M. DOWNS, III and NALDA J. COOPER

SELLER ADDRESS: 463 LAKE VAILEY DR.

CITY, STATE, ZIP: BIRMINGHAM, AL 35244

PURCHASER: FRED J. and KELLY J. LAND/DBA FRED LAND SALES ASSOC.

PURCHASER ADDRESS: 1706 WOODLAND DRIVE

CITY, STATE, ZIP: CEDAR PARK, TEXAS 78613

[Signature]

LEASE/PURCHASE AGREEMENT ASSUMPTION

THE STATE OF ALABAMA
SHELBY COUNTY

This agreement is made pursuant to a CONDITIONAL BILL OF SALE between the sellers and buyers of a 1995 NEWMAR KOUNTRY AIRE RECREATIONAL VEHICLE, VIN # 3FCMF53G3SJA03255 said chattel mortgage, lien and title held by KEYBANK USA to be satisfied, paid and met on schedule in the name of The Sellers FRANK M. DOWNS, III and NALDA J. COOPER. The first scheduled payment obligation due to Keybank USA is on Sept. 4, 1998 (delinquent by the 15th of each month) in the monthly amount of \$974.15.

Payments thereafter until The Seller's lease/purchase contract is met as schedule and until the contract is completely satisfied and paid in full. The purchasers may satisfy all Keybank USA requirements for early pay-off discount of said obligation and title shall be delivered to purchasers by sellers and initiated upon the payoff date.

Purchasers agree to purchase and hold in force, Bodily Injury, Property Damage, and Uninsured Motorist insurance in the amount of \$100000/300000/50000 limits with uninsured motorist of \$40000. Purchaser further agrees to provide sellers with current policy certificate as proof of insurance adding these sellers by name as additional insured under the policy.

The consideration of this contractual agreement is based upon the terms of the CONDITIONAL BILL OF SALE dated September 4, 1998 and made a part hereof. There are no warranties made by these sellers of any nature other than to represent the factual history of the vehicle, ie age, mileage, etc.

Sellers retain the right to repossession of said vehicle in the event of default of regularly schedule payments due to Keybank USA by the purchasers and due each month by the 4th day. Any disputes, if any, between the purchasers and sellers shall be governed by the laws of the STATE OF ALABAMA and resolved accordingly.

Agreed this 4th day of September 1998.

SELLERS:

Nalda J. Cooper
Frank M. Downs, III

4632 LAKE VALLEY DR.

BIRMINGHAM, AL 35244

PURCHASERS:

Fred Land Sales Associates

dba FRED LAND SALES ASSOCIATES

1706 WOODLAND DR.

CEDAR PARK, TX 78613

WITNESS:

Doug Cook

50658-8861-14450
01:01 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 CRN 11.00