

## CONDITIONAL SALE CONTRACT

The undersigned Seller hereby sells, and the undersigned Purchaser hereby purchases on a time price basis, subject to the terms and conditions hereinafter set forth, the following property, in its present condition, complete with standard attachments and equipment, delivery and acceptance of which is hereby acknowledged by purchaser, viz.:

	New or Used	Year Model	Make Trade Name	Type of Body If Truck, Give Tonnage	Model Letter or Number	Motor No.	Manufacturer's Serial No.
ONE	New	1939	Ford	Dlx Tudor	91A	18-4746946	

RADIO—Make Radio Model \_\_\_\_\_ Serial No. \_\_\_\_\_

Copy figures on these lines from Work Sheet

Do NOT fill in this Schedule if installments are equal, successive monthly payments

For \$ 380.00 (Item 5) or before delivery, leaving a Deferred Balance of \$ 576.00 (Item 7), which Purchaser promises to pay to the order of Universal Credit Company at its office in 18 equal consecutive monthly installments of \$ 32.00 each and XX installments of \$ XX on the 15 day of each successive month, beginning Jan. 15, 19 39, or as indicated in the Schedule of Payments below, with interest thereon 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 or at the option of the seller, a reasonable sum as attorney's fees.

## Schedule of Payments

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

1. Purchaser agrees: that title to said property shall not pass to the Purchaser until all sums due under this contract are fully paid in cash; that remittances in other form than cash are made at the Purchaser's risk and shall constitute payment only when honored and when bank drafts or other clearance items in payment thereof are likewise honored. Payment of any sums due hereunder, when made to any one other than Universal Credit Company, shall not constitute payment. In the event Purchaser shall transmit payment of any amount due hereunder through a third party, such party, including the vendor herein, shall be deemed the agent of the purchaser and not the agent of Universal Credit Company; that all equipment, tires, accessories and parts attached or added to the property shall at once by accession become a part thereof; that any repossession or retaking of the property pursuant to the terms hereof, or transfer, renewal, extension or assignment of this contract or any interest thereunder, or loss, injury or destruction of the property shall not release Purchaser's obligations hereunder; to keep said property free of all taxes, liens and encumbrances; that any sum paid by seller in payment or discharge of taxes, liens and encumbrances on said property shall be required by and under this contract, not to use the property illegally, improperly or for hire; that any sum paid by seller for insurance on the property shall not constitute payment; that Seller or Seller's assignee may purchase fire, theft and such other insurance in such form and amounts as Seller or Seller's assignee may require relating to their and Purchaser's respective interests in the property; that proceeds of any insurance, 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, to pay all exchange charges on payments and all recording, filing and satisfaction fees in connection herewith; in the event of delinquency to pay a reasonable collection or delinquency fee to reimburse Seller for expense caused thereby; that Seller is authorized to correct patent errors in this contract; that Seller's assignee shall be entitled to all the rights of the Seller.

2. Time is of the essence of this contract and if any installment is not paid in full when due, or if Purchaser fails to perform any of his obligations or comply with any condition of this contract, or a proceeding in bankruptcy, receivership or insolvency be instituted by or against the Purchaser or his property, or the Seller deems itself insecure, or the Seller deems the property in danger of misuse or confiscation, or if insurance satisfactory to Seller cannot be obtained or if obtained is subsequently cancelled by insurer, this contract shall be in default and the full amount remaining unpaid shall immediately become due and payable. Purchaser hereby authorizes any attorney-at-law to appear for said Purchaser in any court of record in the United States, waive the issue and service of process and confess judgment against said Purchaser for the amount due hereunder in favor of Seller or Seller's assignee. Upon any such default, Seller may take immediate possession of said property including any equipment or accessories thereto without legal process, without demand and for this purpose Seller may enter any premises where said property may be found and remove same. The Seller may resell said property so retaken at public or private sale without demand for performance, with or without notice to the purchaser (if given notice by mail to address below being sufficient) with or without having said property at the place of sale and upon such terms and in such manner as the Seller may determine. The Seller may bid at any sale. From the proceeds of any such sale the Seller shall deduct all expenses of taking, removing, holding, repairing and selling such property, including an attorney's fee as above provided, and the expense of liquidating any liens or claims; the balance thereof shall be applied to the amount unpaid hereunder and any surplus shall be paid over to the Purchaser. In case of deficiency the Purchaser shall pay the same with interest and Purchaser does hereby confess judgment in the amount of such deficiency. Upon repossession all payments shall be retained by Seller as compensation for use, damage and depreciation of said motor vehicle and not as a penalty. Seller may take possession of any other property in above described motor vehicle at the time of repossession and hold the same temporarily for the Purchaser without any responsibility or liability on the part of Seller. Seller shall have the right to enforce one or more remedies hereunder successively or concurrently and such action shall not operate to estop or prevent the Seller from pursuing any further remedy which he may have hereunder.

3. Purchaser acknowledges notice of the intended sale of this contract to Universal Credit Company and agrees that after such sale Purchaser will settle all claims against Seller directly with it and agrees not to set up any claim against the Seller as defense, counterclaim, set off, cross-complaint or otherwise to any action for the purchase price or possession brought by Universal Credit Company.

4. This agreement constitutes the entire contract between the parties and no warranties, express or implied, and no representations, promises or statements have been made by Seller unless endorsed hereon in writing. Acceptance of any payments after maturity or acceptance of a partial payment or waiver or condonation of any other breach or default shall not constitute a waiver of any other or subsequent breach or default or prevent Seller from immediately pursuing any or all of its remedies and no waiver of or change in the terms of this contract shall be binding on Universal Credit Company unless evidenced by writing signed by the parties. 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.

Executed in triplicate, one copy of which was delivered to and retained by the purchaser, this 8 day of Dec. 19 38 (Do not date on Sunday)

WITNESS:

M. J. Benson  
(Witness Signature)

White Bear Lake, Minn.  
(Witness Address)

Paul Benson  
(Witness Signature)

(Witness Address)

BE  
SURE  
TO  
SIGN  
IN  
INK

**White Bear Motor Sales**

(Seller's Signature)

(Official Title, if Company)

**White Bear Lake Minn.**

(Seller's Address—Street, Town, State)

By Harry Hansen (Seal)

(Purchaser's Signature)

Dunphy, Nevada

(Purchaser's Address—Street, Town, State)

For Use in  
Ala.  
Ariz.  
Ark.  
Cal.  
Conn.  
Del.  
D. C.  
Fla.  
Ga.  
Iowa  
Idaho  
Ill.  
Kan.  
Ky.  
La.  
Md.  
Mass.  
Minn.  
Mont.  
Miss.  
Nev.  
N. H.  
N. C.  
N. D.  
N. Y.  
Okla.  
Ore.  
R. I.  
S. Car.  
S. Dak.  
Tenn.  
Texas  
Utah  
Va.  
Vt.  
W. Va.  
Wyo.

Seller  
Signs

Purchaser  
Signs

File 22743  
Filed at request of Universal Credit Co.  
Dec. 16-1938 at 11:00 A.M.  
John Menallo, Recorder

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me, a Notary Public, in and for said County and State (District of Columbia), \_\_\_\_\_, member of the partnership of \_\_\_\_\_, personally well known to me as the person who executed the foregoing instrument and acknowledged that he signed and delivered said instrument on the day and year aforesaid as his free act and deed as such partner

Given under my hand and seal, the day and year aforementioned

\_\_\_\_\_  
Notary Public in and for said County and State.

**ACKNOWLEDGMENT BY A CORPORATION**

State of \_\_\_\_\_, County of \_\_\_\_\_, ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me, a Notary Public in and for said County and State (District of Columbia), \_\_\_\_\_, to me personally known, and being duly sworn did say that he is the \_\_\_\_\_ of \_\_\_\_\_ a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed by him in behalf of said corporation by authority of its Board of Directors and acknowledged said instrument to be the voluntary act and deed of said corporation for the purpose therein specified.

Given under my hand and seal, the day and year aforementioned.

\_\_\_\_\_  
Notary Public in and for said County and State.

**GUARANTY  
(Conditional Sale Contract)**

In consideration of the making of the within contract by the seller herein and/or the purchase of this contract by Universal Credit Company, the undersigned does hereby absolutely guarantee payment of all deferred payments as specified herein, and covenants in default of payment of any instalment or performance of any requirement thereof by purchaser, to pay full amount remaining unpaid to Universal Credit Company upon demand, or to the seller upon demand if the seller shall have paid the same to Universal Credit Company, in accordance with the terms of his assignment and guaranty. The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit or variation of terms affected by or with the purchaser or any other person interested, and shall arise on default in payment of any instalment or of performance of any requirement by the purchaser, prior legal proceedings against the purchaser for collection being expressly waived, and the undersigned hereby authorizes any Attorney at Law to appear for him in any Court of Record in the United States, waive the issue and service of process and confess judgment against him for the amount due and in default by the purchaser under this contract in favor of the Universal Credit Company, or in favor of the seller if the seller shall have paid the same in accordance with the terms of his assignment and guaranty. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands, foreclosure and possessory remedies, and the right to remove any legal action from the court originally acquiring jurisdiction, are hereby expressly waived. The undersigned further expressly waives any and all rights of contribution he may have against the seller guaranteeing this contract, on any payments the undersigned may make in the purchaser's behalf under, or by virtue of this guaranty.

_____ Witness	_____ Guarantor (Seal)
_____ Address	_____ Address
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_____ Address	_____ Address