

ORIGINAL

# CONDITIONAL SALE AGREEMENT

ARKANSAS

THIS AGREEMENT, made this 8th day of July, 1944, between

**DOWELL-GREEN CHEVROLET CO., Fayetteville, Arkansas**

Seller, his or its successors or assigns (hereinafter called "Seller"), and Mrs. Syble Lois Fisher (Buyer's Name)  
at Eucreka Hotel in Eucreka, Nevada second party (hereinafter called "Buyer")  
(Buyer's Street Address) (Buyer's Town and State)

WITNESSETH: THAT the Seller in consideration of the payments, agreements and conditions contained herein which on the part of the Buyer are to be made, done and performed, has this day delivered and agreed to sell and the Buyer has this day agreed to buy from the Seller, but upon the condition hereinafter recited, to the Buyer the following Motor Car, Truck or Tractor (hereinafter called the "Car")

MAKE	Type of Body	Model Letter or Number	Manufacturer's Serial Number	Motor No.	No. Cylinders	Tons Capacity	Year Model	LIST PRICE F.O.B. Factory	Selling Price Inc. frt. & war tax
<u>Chevrolet</u>	<u>2-door Sedan</u>		<u>44907533</u>		<u>6</u>		<u>1941</u>		

with extra equipment, if any, plus service charge including interest, insurance and handling charges bringing total cost to buyer to ..... Dollars (\$.....) (Full Selling Price)

The Buyer has this day paid to the seller ..... Dollars (\$.....) (First Payment Made)

and the Buyer agrees to pay to the Seller, or order ..... Dollars (\$.....) (Total balance to be paid) balance in installments as follows:

<u>6433</u>	1 Mo. after date	<u>6433</u>	7 Mos. after date	<u>6433</u>	13 Mos. after date	\$.....	19 Mos. after date
<u>6433</u>	2 Mos. after date	<u>6433</u>	8 Mos. after date	<u>6433</u>	14 Mos. after date	\$.....	20 Mos. after date
<u>6433</u>	3 Mos. after date	<u>6433</u>	9 Mos. after date	<u>6433</u>	15 Mos. after date	\$.....	21 Mos. after date
<u>6433</u>	4 Mos. after date	<u>6433</u>	10 Mos. after date	\$.....	16 Mos. after date	\$.....	22 Mos. after date
<u>6433</u>	5 Mos. after date	<u>6433</u>	11 Mos. after date	\$.....	17 Mos. after date	\$.....	23 Mos. after date
<u>6433</u>	6 Mos. after date	<u>6433</u>	12 Mos. after date	\$.....	18 Mos. after date	\$.....	24 Mos. after date

which installments shall bear interest after maturity until paid at the highest legal contract rate and are to be evidenced by a promissory note (not as payment, but as evidence of the amounts to become due hereunder) made by the Buyer to the order of the Seller, bearing date hereof, and maturing on the due dates of said respective installments. Any extensions or assignments of this Agreement or said note shall not waive any condition herein contained.

Title to the Car and extra equipment shall not pass by delivery to the Buyer but shall remain vested in and be the property of the Seller or assigns until the purchase price has been fully paid, and in the event Buyer is indebted to the Seller or his assigns, either as principal or endorser, when final payment on this agreement is made, title shall continue to remain vested in and be the property of the Seller or his assigns until such other indebtedness has been paid by the Buyer in full. Buyer agrees to operate and control said Car in conformity with all Laws and Ordinances and to indemnify and save harmless the Seller from any and all loss, or damage to persons or property caused by said car or by the use and operation thereof to which the Seller might possibly be subjected.

Buyer agrees and acknowledges that the within contract covers all conditions and agreements between the parties and that the loss, injury, or destruction of said car shall not release buyer from payment as provided herein. Buyer hereby acknowledges receipt of and accepts the Car, having first examined and tested the same and found same in sound and first class condition.

Important Notice: Under the law the purchaser would be liable for the unpaid balance of his notes in the event of the theft or destruction by fire of the car. We release the purchaser from this liability, but we make a charge to cover this risk and we or our assigns take out insurance to protect us at our option.

If the purchaser desires to insure his interest in the Car represented by the payments he has already made, he MUST do so at his own initiative and expense.

Buyer agrees to pay all taxes, license fees or charges against said Car, and to keep same in good condition, and that any equipment, repairs or accessories placed upon said Car shall be at Buyer's expense and become a component part thereof and included in the terms of the Agreement. Buyer further agrees not to use or permit said Car to be used for passenger hire.

Buyer agrees that in the event of any law or ordinance requiring the recordation of this Agreement, that it shall be recorded at the expense of the Buyer and in his name, and at any time, by the Seller, or the holder of this Agreement.

The Buyer further agrees that in the event an attorney be employed to collect, or attempt to collect, the aforesaid note or installment thereof or to enforce any of the covenants herein contained or protect the security herein described, to pay a reasonable attorney's fee, which said fee, however, shall not be less than 15 per cent of the amount then due and eligible. A provision to this effect is made on the promissory note described herein.

Should the Buyer fail to keep and perform any or all his agreements herein contained, and to promptly pay all sums hereunder, or if said Car is removed or attempted to be removed from the State in which the Buyer now resides, or to be otherwise disposed of, or if Buyer shall become bankrupt, or shall become the subject of proceedings involving receivership, or shall lend, sell or encumber, or shall attempt to sell or encumber said Car, or in case of misuse or abuse thereof, or whenever the Seller or his assigns shall deem the debt insecure, said Seller may take possession of said Car and equipments, wherever found and without process of law, and all rights of the Buyer hereunder shall cease and terminate thereupon absolutely. Buyer does hereby expressly waive any right of action against the Seller growing out of the removal, repossession or retention of said Car or otherwise, and hereby consents that upon any default (or in the event the Buyer, for any reason gives up or loses possession of the car), all unpaid balance of said purchase price and note representing the same shall forthwith be one due and payable. Buyer agrees that all payments made shall belong to and be retained by Seller as liquidated damages for the nonfulfillment of this Agreement, for loss in value of the Car, and for the rental value thereof. It is further agreed between the Buyer and the Seller that if the property herein described is lost, damaged, or destroyed, with or without the fault of the Buyer, the Buyer will not be entitled to a rescission of the contract or an abatement in the price, but on the contrary Buyer will be specifically obligated to the Seller, or to his assigns, for the amount of the installments outstanding.

Seller may, by suit or otherwise, enforce payment of said note, and no legal proceedings with respect thereto shall be deemed any waiver of said right of Seller to take possession on default or breach as aforesaid. Upon the Seller taking possession of the Car, Seller may sell the Car at public or private sale at any time thereafter without any notice to the Buyer, and said Seller may become the purchaser thereof, and if the proceeds thereof are insufficient to pay all sums remaining unpaid hereunder and the expense caused by such repossession, removal, reparation, storage, liens and sale, including a reasonable attorney's fee, incurred in taking possession of said Car, or in or about the sale thereof, or in collecting in any manner any sums which may be due and owing hereunder, any deficiency shall be paid by the Buyer, any overplus shall be paid to the Buyer. The waiver or indulgence of any default shall not operate as a waiver of successive defaults.

Buyer further agrees that he will not use or cause or permit to be used the car, truck or tractor herein mentioned for the transportation of liquor, wines or any other beverage for personal or commercial use, prohibited by any Federal or State statute to be transported, and it is hereby agreed that should the car, truck or tractor hereinbefore described be used for such purpose or any other unlawful purpose, it shall be considered as a default under the agreement, whether or not there shall be a default under any other terms or conditions thereof, which shall entitle the holder hereof to immediate and continued possession of the car, truck, or tractor herein described.

Buyer agrees that said Seller, in case said Buyer fails to comply with any of the agreements aforesaid on Buyer's part to be performed, may cause judgement to be entered against said Buyer upon this agreement for the whole amount unpaid, or upon the said note interest and costs whether or not the same shall have become due and payable under the conditions of the agreement, and said Buyer hereby waives stay of execution, exemption laws, right of inquisition on real estate, errors and appeals, and further authorizes the prothonotary to take a commission of 15 per cent as an attorney's commission in case execution shall be issued thereon, and for that purpose the Buyer hereby appoints the prothonotary or any attorney of any Court of Record as his lawful attorney to appear for and confess judgement against said Buyer. Time is of the essence of this agreement.

This agreement shall apply to and bind the heirs, executors, administrators, successors, and assigns, and that said agreement contains the entire agreement of the Seller, Seller's heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of the parties hereto, their agents or employees, either verbal or written.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals to this Agreement, the day and year first above written.

Witness .....  
Address .....  
Witness .....  
Address .....  
By Mrs. Syble Lois Fisher (Seal)  
(Owner, Officer or Firm Member)  
By ..... (Seal)  
(Owner, Officer or Firm Member)  
By ..... (Seal)  
(Dealer Sign Here)

## Schedule of Payments

MONTHS AFTER DATE	
1 Mo. \$ <u>6433</u>	13 Mos. \$ <u>6433</u>
2 Mos. \$ <u>6433</u>	14 Mos. \$ <u>6433</u>
3 Mos. \$ <u>6433</u>	15 Mos. \$ <u>6433</u>
4 Mos. \$ <u>6433</u>	16 Mos. \$
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9 Mos. \$ <u>6433</u>	21 Mos. \$
10 Mos. \$ <u>6433</u>	22 Mos. \$
11 Mos. \$ <u>6433</u>	23 Mos. \$
12 Mos. \$ <u>6433</u>	24 Mos. \$

FOR VALUE RECEIVED, at the time or times stated in the Schedule of Payments hereon, I we, Eucreka Hotel Date July 8th 1944  
Buyer's Town and State  
Address Eucreka Hotel  
Street Address of Buyer  
DOLLARS, with exchange at the office of DOWELL-GREEN CHEVROLET CO., Fayetteville, Ark., with interest after maturity at the highest legal contract rate.

This note including all installments thereof of even date herewith is identified with conditional sale agreement covering a certain motor vehicle and certain personal property and equipment thereon. Failure to pay this note, or any of the installments thereof when due shall, at the option of the holder hereof, mature all of said installments thereof then unpaid. In the event that an attorney be employed to collect or attempt to collect this note or any installment thereof by suit or otherwise or to preserve or protect the property described in the aforesaid conditional sale, the parties hereto agree to pay all costs incurred, including a reasonable attorney's fee, which shall not be less than 15 per cent of the amount then due, consenting that the suit be brought hereon in any county in the State wherein the holder hereof might elect to sue. The parties hereto, whether maker, surety, or indorser, hereby waive presentment, demand, protest and notice of non-payment; and also waive all rights of exemption which they have or may have under the Constitution and laws of this or any other State, or of the United States, and the endorser and sureties hereby agree to extensions of time of payment hereof without notice to them of such extensions.

Signed Mrs. Syble Lois Fisher (Seal)  
(Buyer)

By .....  
(Owner, Officer or Firm Member)

(ORIGINAL)

BUYERS' STATEMENT

To Joseph Personal Loan Co. Date July 19 1944 Arkansas  
(Name of Dealer) Town Little Rock State Ark

For the purpose of securing credit from you on my (our) obligation hereto attached given per statement herein for a NEW (Passenger or Commercial Car or Tractor), delivery and receipt of which is hereby acknowledged, I (we) make the following representations: I am (we are) confident that I (we) can meet the payments provided for in said obligation as they become due, and I (we) COVENANT NOT TO SELL, TRADE, ENCUMBER OR GIVE UP POSSESSION of the car or tractor, and that the Car WILL NOT BE USED FOR PASSENGER HIRE without your WRITTEN CONSENT until paid for in full:

Business Husband Age 37 Is Buyer of the White Race? yes  
Profession Self Employed Married yes Number of Dependents 3  
Position for Roy's Bros. Salt Lake City Estimated Income per Month 400.00  
Present Employer Roy's Bros. Salt Lake City Have been with present employer 9 years  
Employer's Address Utah  
Past Employers \_\_\_\_\_  
Addresses \_\_\_\_\_

Bank \_\_\_\_\_ REFERENCES—Business Houses or Responsible Individuals  
Checking or Saving Account? \_\_\_\_\_ Name \_\_\_\_\_  
REAL ESTATE AND PERSONAL PROPERTY Address \_\_\_\_\_  
Location \_\_\_\_\_ Name \_\_\_\_\_  
Description \_\_\_\_\_ Address \_\_\_\_\_  
Value \_\_\_\_\_ Owning on Same \_\_\_\_\_  
Have you ever owned a car or truck before? \_\_\_\_\_ What Make? \_\_\_\_\_ if purchased  
on time, through what dealer? \_\_\_\_\_ What Credit Company? \_\_\_\_\_

Statement of items covering Buyer's obligation given for new Passenger or Commercial Car or Tractor

List Price of Passenger or Commercial Car or Tractor (if Truck, or Chassis).....\$.....	IMPORTANT FILL IN
Extra Equipment—Itemize .....	
Freight and War Tax .....	
Cash Selling or Rental Price .....	
Service, Insurance, Interest .....	
Total Cost to Buyer on Time .....	IMPORTANT FILL IN
Cash Payment .....	
Allowance, if any, on "Trade In" .....	
Balance in ..... Equal Monthly Payments of \$.....	

To what use will the Vehicle be put? \_\_\_\_\_  
Business, Hire or Pleasure? \_\_\_\_\_  
If Truck, State Specific Use \_\_\_\_\_  
Street Address of Garage \_\_\_\_\_  
where vehicle will be kept? \_\_\_\_\_  
Witness \_\_\_\_\_  
Address \_\_\_\_\_  
Town \_\_\_\_\_

ADDRESS OF BUYER:  
Give Street and Number of House or R. F. D. Number  
4 East Hall  
Home Address Montgomery Ward  
Business Address McGee & Co. Dealers  
Mail Address Carson, Nevada  
How long have you lived in present town or city? \_\_\_\_\_  
Years \_\_\_\_\_ Months \_\_\_\_\_  
If less than two years, give former location \_\_\_\_\_

Mrs. Sybil Laro Fisher  
(Signature of Buyer)

File No. 25116  
Filed at the request of  
Joseph Personal Loan Co.  
July 19-1944 At 3:30 PM.  
Peter Meriello  
Recorder