

RETAIL INSTALMENT CONTRACT

Contract Number _____

The undersigned seller hereby sells, and the undersigned buyer or buyers, jointly and severally, hereby purchase(s), subject to the terms and conditions set forth below and upon the reverse side hereof, the following property, delivery and acceptance of which in good order are hereby acknowledged by buyer, viz.:

New or Used	Year Model	No. Cyl.	Make Trade Name	Body Type If Truck, Give Tonnage	Model Number or Series	Manufacturer's Serial No.	Motor No.
new	63	6	Corvair	panel	1205	3R125S110441	
Optional Equipment or Accessories (Check, if included on car)							
<input type="checkbox"/> Radio	<input checked="" type="checkbox"/> Automatic Trans.	<input type="checkbox"/> Power Steering	<input type="checkbox"/> Power Windows	<input type="checkbox"/> High H/P Engine (Describe) _____			
<input type="checkbox"/> Tinted Glass	<input type="checkbox"/> 4 Speed Trans.	<input type="checkbox"/> Power Brakes	<input type="checkbox"/> Power Seats	<input type="checkbox"/> Air Conditioning			

For a TOTAL TIME SALE PRICE computed as follows:

1. CASH SALE PRICE (including accessories or extras, if any)	-----	\$ 2507.95 (1)
2. TOTAL DOWN PAYMENT under instalment sale — Consisting of \$ 329.10 (Net Trade-in), plus \$ 218.64 (Cash)	-----	\$ 547.74 (2)
3. DIFFERENCE BETWEEN ITEMS 1 AND 2	-----	\$ 1960.21 (3)
*4a. COST OF REQUIRED CAR INSURANCE (Include this item, if buyer has authorized seller to apply for the insurance)	-----	\$ ---- (4a)
**4b. CHARGE FOR CREDITOR INSURANCE ON LIFE OF BUYER (Include this item, if buyer has authorized seller to apply for the insurance)	-----	\$ 25.21 (4b)
4c. _____	-----	\$ ---- (4c)
5. LICENSE, TAXES AND OFFICIAL FEES, IF ANY — Describe: sales tax 21.79 tag & title 18.00 DS 2.40	-----	\$ 42.19 (5)
6. PRINCIPAL BALANCE (Add items 3, 4a, 4b, 4c and 5)	-----	\$ 2027.61 (6)
7. FINANCE CHARGE	-----	\$ 334.35 (7)
8. TIME (DEFERRED) BALANCE (Add items 6 and 7)	-----	\$ 2361.96 (8)
9. TIME SALE PRICE (Add items 2 and 8)	-----	\$ 2909.70 (9)

The Time Balance is payable at the seller's office designated below or at such office of any assignee as may be hereafter designated in 36 instalments of \$ 65.61 each, commencing August 7 1963, and on the same day of each successive month thereafter, or as indicated in space below. The final instalment shall equal the amount of time balance remaining due.

* Covering Accidental Physical Damage to the car as outlined below (check which applies) for a term of _____ months, and { including optional coverage for Towing and Labor Costs. excluding }
 Comprehensive Coverage { including }
 Fire-Theft and Additional Coverage { excluding \$ _____ Deductible Collision. }
 Insurance settlement shall be based upon actual value of property at time of loss, not to exceed limits of liability set forth in the policy, and shall be payable to buyer, seller or seller's assignee, as interests may appear.

** According to terms and conditions set forth in policy or certificate of insurance issued by (check) The Prudential Insurance Company of America, Newark, New Jersey, under its Group Policy No. GL-360 (If Other Policy, Name Insurer) _____ (Home Office Address) _____
NOTICE TO BUYER IF SUCH INSURANCE IS AUTHORIZED: Maximum amount of insurance under this contract is —
 If Prudential is the above-designated insurer under its Group Policy GL-360, \$7,500. If insurer designated above is other than Prudential under its Group Policy GL-360, \$ _____. Maximum aggregate amount of insurance under this and any other instalment contract of the buyer, when the insurer designated above is the insurer designated in each of the several contracts, is—If Prudential is the above-designated insurer under its Group Policy GL-360, \$15,000; otherwise, \$ _____. If the insurance becomes effective, the term thereof shall commence on the date of this contract and continue until the date, but not later than the 15th () day after the date provided above for payment of the final instalment hereunder, on which the unpaid balance of the obligation hereunder is or becomes paid in full, unless the insurance is automatically terminated on an earlier date in certain other events. Reference is hereby made to the further statement of such insurance, including the further statement concerning the above-designated maximum amounts of insurance contained in Paragraph 10 on the reverse hereof and hereby incorporated in this item.
 Buyer Proposed For Life Insurance: The person whose name appears on line A below (co-buyer, if any, on line B, when buyer is a corporation).

Declaration Applicable Where A Charge Has Been Authorized in 4b Above and Insurance Under Prudential Group Policy GL-360 Is Proposed: I, the buyer proposed for life insurance, in order to induce Prudential to effect such insurance, do hereby declare that to the best of my knowledge and belief I am now in good health. I hereby authorize any physician or hospital to disclose to Prudential in the event of my death all information concerning my medical history prior to the date of this contract.

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

NOTICE TO BUYER

1. Do not sign this contract before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of the contract you sign.

Executed in triplicate, copy of which was delivered to, and receipt is hereby acknowledged by, buyer, this 24th day of June, 19 63.
 (Do not date on Sunday)

A Buyer Signs Edna Bratton 6901 Meadowlawn Dr., St Petersburg Fla.
 (Street) (Town) (Postal Zone) (State)
 B Co-Buyer Signs _____
 (Street) (Town) (Postal Zone) (State)
 Seller Signs Ross Chevrolet Inc.
 (Street) (Town) (Postal Zone) (State)
 By _____ (If Corp. or Partnership) _____ (Title) _____ (Witness) _____ (Witness)

PROVISIONS

1. For the purpose of securing payment of the obligation hereunder, seller reserves title, and shall have a security interest, in said property until said obligation is fully paid in cash.
2. No transfer, renewal, extension or assignment of this contract or any interest thereunder, and no loss, damage or destruction of said property, shall release buyer from his obligation hereunder. In the event of the transfer and assignment of seller's rights hereunder, the word "seller" shall be understood as referring to the subsequent holder of this contract under such transfer and assignment, except as may be otherwise particularly stated herein. Buyer shall keep said property free of all taxes, liens and encumbrances, and any sum of money that may be paid by seller in release or discharge thereof shall be paid on demand as an additional part of the obligation secured hereunder. Buyer shall not use said property illegally, improperly or for hire; and shall not, without express permission of seller, remove said property from the state or transfer or otherwise dispose of any interest in this contract or said property; in the event of any sale or other disposition of said property and all such interests therein, proceeds thereof are also covered hereunder.
3. (a) In the event either (1) that the time price payable hereunder includes a charge for the hereinbefore-described car insurance, to be procured either by seller or by buyer, for a period less than the full term of this contract, or (2) that said time price does not include a charge for required car insurance, buyer shall furnish satisfactory evidence that said property continues to be effectively and adequately covered by such insurance at all times during the term of this contract.
Upon failure of the buyer to do so for any reason, seller may, but without prejudice to seller's rights under this contract if it does not, endeavor to procure such insurance, and in the event that seller does procure same, buyer agrees to pay, as an additional part of the obligation secured hereunder, a charge equal to the amount of the premium for such insurance, together with interest thereon at the highest lawful contract rate, in equal instalments concurrently with the instalments of the unpaid balance then remaining payable hereunder.
(b) Proceeds of the aforesaid required car insurance, by whomsoever procured, shall be applied toward replacement of the property or payment of this obligation, at the option of the seller.
(c) In the event that a charge for the hereinabove-described car insurance protecting all interest hereunder is an item hereinabove included in the obligation payable under this contract or a charge for such insurance becomes included therein at any time hereafter under subparagraph (a) hereof, and in the further event that (1) the insurance company to which the seller is authorized to apply therefor refuses to issue such insurance, or (2) subsequent to issuance thereof and during the term of this contract such insurance is cancelled, then the seller shall apply either an amount equal to the aforesaid insurance charge in the case of (1) above, or in the case of (2) above an amount equal to the unearned portion of the premium for such insurance upon seller's receipt thereof from the insurer pursuant to authorization hereby given therefor, as a credit in reduction of that portion of the unpaid balance which comprises so much of one or more of the instalments payable on the latest due dates (including the final due date) hereunder as equals the amount herewith provided to be applied, it being understood and agreed that the order of applying said amount to said instalments shall be inverse to the order in which they are payable hereunder and that, in the further event that the seller procures insurance covering solely the interest of seller hereunder pursuant to the provisions next herein set forth in subparagraph (d), the amount to be credited and applied in the aforesaid events shall be reduced by an amount equal to the cost of such insurance covering solely the interest of the seller hereunder.
(d) In the event that (1) at the time of execution of this contract the seller is authorized to apply for the aforesaid required car insurance protecting all interests hereunder and the insurance company to which the seller applies therefor refuses to issue same, or (2) the buyer fails for any reason to furnish satisfactory evidence of such insurance as hereinbefore provided in subparagraph (a) hereof and the seller either is unable to procure such insurance or elects not to endeavor to procure same, or (3) such insurance is procured by the seller or by the buyer but subsequent to the issuance thereof and during the term of this contract such insurance is cancelled, the buyer agrees that the seller may procure insurance covering solely the interest of the seller hereunder, at the buyer's expense for the cost thereof, in which event an amount equal to the cost of said insurance covering solely the seller's interest hereunder shall be paid by the buyer either by means of a reduction, to the extent of such cost, in the amount to be credited and applied pursuant to the provisions of the preceding subparagraph (c) if such provisions are then applicable, or on demand, together with interest on said amount at the highest lawful contract rate, as an additional part of the obligation secured hereunder, in either case as shall more specifically appear in a notice by the seller to the buyer.
4. Time is of the essence of this contract. In the event that any instalment shall not have been paid within ten (10) days after it becomes due and payable, the seller may collect, and the buyer hereby agrees to pay, a charge in an amount equal to five percent (5%) of each unpaid instalment, or five dollars whichever is less. The buyer agrees, in the event this contract is placed for collection in the hands of an attorney, not like salaried employe of the holder of the contract, to pay as attorneys' fees fifteen percent (15%) of the amount due and payable under such contract plus court costs.
5. In the event that the seller, at the buyer's request, agrees to extend the time for payment of any instalment, the buyer agrees that the charge for such extension shall be at the highest lawful contract rate of interest.
6. In the event buyer defaults in any payment due hereunder, or fails to comply with any of the terms or conditions hereof, or a proceeding in bankruptcy, receivership or insolvency be instituted against the buyer or his property, or the seller deems the property in danger of misuse or confiscation, or in the event either that the buyer fails for any reason to comply with paragraph 3 (a) above or that said required car insurance (whether procured by the seller or by the buyer) is cancelled by the insurer prior to expiration thereof, the seller shall have the right, at his or its election, to declare the unpaid balance, together with any other amount for which the buyer shall have become obligated hereunder, to be immediately due and payable. Further in any such event, seller or any sheriff or other officer of the law may take immediate possession of said property without demand and without process, including any equipment or accessories thereto; and for this purpose seller may enter upon the premises where said property may be and remove same. Seller may take possession of any other property in the hereinbefore-described motor vehicle at time of repossession, wherever such other property may be therein and hold same temporarily for buyer without liability on the part of seller. Such repossession shall not affect seller's right, hereby confirmed, to retain all payments made prior thereto by the buyer hereunder.
In the event of repossession of said property, seller may either sell same at public sale (at which seller may bid) or dispose of same, by private sale or otherwise, in such manner and upon such terms as shall be commercially reasonable. The proceeds of any public sale shall be applied first to the payment of such costs, expenses and attorneys' fees in connection with the retaking, storing and sale of the motor vehicle as may be allowed by the court if the retaking is by legal process or, if the retaking is not by legal process, to the payment of the actual and necessary expenses of storing the motor vehicle, not to exceed one dollar (\$1.00) per day, and to the actual cost of publishing the notice of sale in a newspaper as required in subsection (4) of Section 520.11, Florida Statutes, and then to the satisfaction of the balance due under this contract. After such application any surplus shall be paid to the buyer and the buyer shall remain liable for any balance remaining unpaid after such application.
7. The seller's acceptance of any instalment or payment after it or the full amount may have become due and payable hereunder shall not be deemed to alter or affect, the buyer's obligations or the seller's rights hereunder with respect to any subsequent payments or default therein.
8. It is mutually understood and agreed that: (a) there is no implied warranty of merchantability, no implied warranty of fitness for a particular purpose, and no implied warranty otherwise extending beyond the description of the property on the face of this contract; (b) no express warranties and no representations, promises or statements have been made by the undersigned seller with respect to said property unless endorsed hereon or incorporated herein by reference hereon or given in writing by said seller to a prior buyer of said property if such warranty is in effect at the date hereof, in either of which events said seller's obligations thereunder, if any shall continue in accordance with the terms thereof and regardless of whether said seller shall have transferred and assigned to another said seller's rights hereunder; and (c) buyer will not assert against any subsequent holder as assignee of this contract any claim or defense which the buyer may have against the undersigned seller or against the manufacturer or other seller of said property or any component, accessory or part thereof.
9. No modification of any of the terms or conditions hereof shall be valid in any event, and the buyer expressly waives the right to rely thereon, unless made in writing duly executed by the seller.
10. CREDITOR INSURANCE ON LIFE OF BUYER—If a charge for Creditor Insurance on the life of the buyer is included in item 4b on the face of this contract,
(a) The buyer acknowledges that said charge is included therein pursuant to his authorization, hereby confirmed, that such insurance be procured, by and in the name of the seller or of the assignee of this contract, from the insurer designated in said item 4b, against the contingency of the buyer's death occurring while the insurance is in force during the term thereof referred to in said item 4b, such insurance to be for an amount equal to, and the proceeds thereof to be payable to and applied by the seller or assignee in payment of, so much of the unpaid balance of the obligation hereunder as does not exceed the amount set forth in said item 4b as the maximum amount of insurance under this contract, provided, however, that in the event the buyer has prior hereto incurred instalment obligations under another contract or other contracts containing a charge for insurance authorized to be procured on his life from the same insurer as is designated on the face hereof, the aggregate amount of insurance to the benefits of which the buyer may become entitled under such several contracts, including this one, shall be limited to the amount designated on the face hereof as the maximum aggregate amount of insurance payable by the said insurer under such several contracts, notwithstanding that at the time of the buyer's death the aggregate of the unpaid balance of the obligation under each of such several contracts or the aggregate of the aforesaid maximum amount of insurance under each thereof, whichever is the lesser, exceeds the aforesaid maximum aggregate amount of insurance under such several contracts, all in accordance with the terms and conditions set forth in the policy or certificate of insurance issued by the aforesaid insurer.
(b) In the event and on the condition that (1) the buyer shall have incurred instalment obligations under several contracts, including this one, containing a charge for insurance procured on his life from the same insurer as is designated on the face hereof, (2) the aggregate of the instalment obligations under such several contracts exceeds the amount designated on the face hereof as the maximum aggregate amount of insurance payable by the said insurer, (3) the instalment obligation under each of such several contracts is or has become payable to the same seller thereunder or to the same assignee thereof, and (4) during the lifetime of the buyer the aforesaid seller or assignee, as the case may be, is notified in writing to the foregoing effect, then, at such time as the aggregate of so much of the charge contained in each of the several contracts as is included in the instalments theretofore paid thereunder equals the charge, at the same rate, for said maximum aggregate amount of insurance, the balance then payable under one of such several contracts shall be reduced by the aggregate of so much of the charge as is included in the instalments thereafter payable under each of such several contracts, as well as by the aggregate of so much of the Finance Charge itemized on the face of each of such contracts as is applicable to so much of the charge as is included in the instalments thereafter payable under each of such several contracts, and the buyer shall be credited with payment thereof.
In the event that the buyer dies while insurance is in force in the circumstances provided in subdivisions (1) and (3) in the preceding subparagraph, but prior to the time for the credit therein provided to be made, and the aforesaid maximum aggregate amount of insurance under such several contracts is less than the aggregate of the amount of insurance which would otherwise have been applied to payment of the buyer's obligation under each of such several contracts, then the legal representative(s) of the buyer shall be entitled to a rebate of the aggregate of the amount of the charge for such insurance included in each of such several contracts, to the extent that such aggregate exceeds the charge, at the same rate, for an amount of insurance equal to said maximum aggregate amount of insurance.
(c) The inclusion of the charge for the aforesaid insurance is (1) upon the understanding that the buyer hereby waives, and releases the seller or assignee from, all claims to any and all such rights, benefits or advantages as may accrue under such insurance, excepting the right thereunder to the application of any proceeds of such insurance in payment of the obligation under this contract, and (2) on the condition that, if the seller is unable for any reason to procure such insurance from the aforesaid insurer, the seller shall forthwith notify the buyer to that effect, whereupon the balance payable hereunder shall be reduced by the amount of the charge included as aforesaid, as well as by a rebate of so much of the Finance Charge itemized on the face of this contract as is applicable to the amount of said charge, and the buyer shall be credited with payment thereof.
11. The buyer has the right to satisfy in full at any time before maturity the debt due under this contract and in so satisfying shall receive a credit thereon for such anticipation of payments as is provided by law.
12. Any provision of this contract prohibited by law of any state shall as to such state be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract.