

5-2007-5876



RETAIL SALES CONTRACT

For use in all states except
 Pennsylvania, Virginia, Ohio,
 Missouri, Louisiana, Colorado, Texas.
ORIGINAL—NEGOTIABLE

Send to C. I. T.

Date 5-16-32

TO G. S. Richardson
 (Dealer)

Purchaser D. A. Dorsey

Town and State Miami, Fla.

Address 250 NW 9th Street
Miami, Fla.

QUANTITY	MERCHANDISE	CABINET		UNIT	
		Model No.	Serial No.	Model No.	Serial No.
1	Copeland Refrigerator	A-411		117857	135804

CASH PRICE		TIME PRICE	
Cash Delivered Price	\$ 159.00	Balance Due by Purchaser (Unpaid Balance plus C. I. T. Charge)	\$ 143.40
Down Payment (in Cash)	\$ 59.00	Add Down Payment	\$ 59.00
Unpaid Balance	\$ 130.00	Total Time Selling Price	\$ 202.40

Balance due by purchaser payable in 12 equal consecutive monthly instalments of \$ 11.95 each, commencing 1st month(s) from date hereof.

It is agreed that the title to said merchandise is to remain in you or your assigns, until all amounts due hereunder are paid in cash. Said merchandise shall remain personal property and not become part of the realty.

Time is of the essence of this agreement and if you or your assigns deem yourselves insecure for any reason, or if the undersigned fails to make any of said monthly instalment payments, as above specified, all remaining instalments may be declared immediately due and payable, and in the event of non-payment the undersigned agrees on demand to return the said merchandise to you, or your assigns, and you or your assigns may without notice of demand and without legal process enter into the premises and take possession of said merchandise and the proceeds thereof, less expenses, credited upon the amount unpaid.

and in either event, as liquidated damages for the breach of the contract, purchasee agrees to pay any deficiency plus 10% thereof for attorney's fees incurred in collecting any sums owing hereunder and not paid at maturity, and the waiver of any default shall not operate as a waiver of excessive defaults. Undersigned agrees that if this agreement be assigned, assignee's rights shall be independent of any claim by undersigned against you. The undersigned further agrees to take good care of said merchandise and to be responsible for its loss by fire, theft or other casualty, and not to remove said merchandise from 250 NW 9th Street, Miami, Fla. (Number and Street) (City) (State) unless written consent is first obtained of you or your assigns. All rights of exemption and homestead laws are hereby waived by the undersigned. It is understood and agreed that all rights and remedies hereunder are cumulative and not alternative.

IT IS UNDERSTOOD AND AGREED THAT NO OTHER AGREEMENT, GUARANTY OR WARRANTY, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, SHALL LIMIT OR QUALIFY THE TERMS OF THIS CONTRACT.

The undersigned hereby certifies that the statements on the reverse side of this contract are true.

If the undersigned hereby certifies that the statements on the reverse side of this contract are true, and do all we believe it will do we will stand by our word on 30 days

Accepted May 17 1932
 (Date)
G. S. Richardson
 (Dealer)

Purchaser D. A. Dorsey (Seal)
 (Purchaser Sign Here Exactly as Given Above)
Geo. L. Scott, Jr.
 (Signed and Delivered in the Presence of)

Purchaser's Statement

Name D. A. Dorsey Age _____

Residence 250 NW 9th Street, Miami. How long there? _____

Previous Address _____

If the purchaser is a married woman, the information requested should refer to the husband:—

Occupation Real Estate Dealer Employer _____

Business Address _____ Business Phone _____

Length of Service with above Employer _____

List below names of Finance Companies and other trade references with whom you are now dealing or have dealt in the past:

NAME	ADDRESS	ARTICLE PURCHASED
<u>National Cash Register Co.</u>	<u>Miami</u>	<u>Cash Registers</u>
<u>Simpson Lumber Co.</u>	<u>Miami</u>	<u>Bldg. Material</u>
<u>East Coast Lumber Co.</u>	<u>Miami</u>	<u>Bldg. Material</u>

Name of Bank where account is carried:—

First National Bank Branch Miami

Location of Real Estate owned _____

In whose name is Title? _____

This Assignment Must Be Signed By Dealer

FOR VALUE RECEIVED, we hereby sell, assign and transfer to C. I. T. Corporation, its successors and assigns, the contract on the reverse hereof and all right, title and interest in and to the property therein described, and all rights and remedies thereunder, including the right to collect all instalments due thereon and the right either in assignee's own behalf or in our name, to take all such proceedings, legal or otherwise, as we might have taken, save for this assignment; and warrant that the contract is genuine, enforceable, and the only contract executed for the equipment described therein; that all statements therein contained are true; that the equipment has been delivered and accepted; and warrant the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance in the event of non-payment by the customer of any sum at its due date or of any other default by the customer without first requiring assignee to proceed against said customer. We agree that assignee may audit our books and records relating to paper sold to it and agree that without notice to us and without releasing our liability assignee may release any rights against and grant extensions of time of payment to the customer and we waive presentment and demand for payment, protest or notice of protest. Any hold-back shall be paid us and instalments or their proceeds beyond assignee's acceptable maturity limits shall be returned when all instalments due upon the contract have been paid to assignee, providing no other paper acquired by it from us is in default; but in the event of any such default, assignee may at its election, but need not, credit such hold-back upon items so in default. We shall have no authority, without assignee's prior written consent, to accept collections, and/or repossess and/or consent to the return of the equipment and/or modify the terms of the contract.

Dated May 17, 1932

G. S. Richardson
(Signature of Dealer)

(Title)

