

MARION WILLEY & SON



AUTHORIZED SALES AND SERVICE

Phone 292-4433

BOUNTIFUL, UTAH

1800 South Main

Customer's

Order No. _____

Date

10 - 1 - 1952

Name

W. TRACY HALL

Address _____

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
---------	------	--------	--------	----------	-------------	----------	--

QUAN.	DESCRIPTION	PRICE	AMOUNT
	PAID ON 72 LTD		2000 00
	Thank You	TOTAL	2000 00

ALL claims and returned goods MUST be accompanied by this bill

IT IS UNDERSTOOD AND AGREED:

If full payment for the vehicle is not made within ten days after notification that it is ready for delivery Dealer shall have the right to cancel this order and retain advance deposit, whether consisting of used vehicle or cash, as your liquidated damages for my/our failure to complete the purchase.

If the vehicle is not delivered within 60 days after specified delivery date, I/we reserve the right to cancel this order and Dealer's liability shall be limited to the return of my/our deposit, on request, less sales expense if used vehicle traded as deposit is sold.

Title to the vehicle is to remain vested in the Dealer until purchase price is paid in full.

I hereby represent that I am over the age of twenty-one years and have capacity to contract under and by virtue of the laws of the State of Utah.

I/we hereby assume responsibility for any difference in pay-off on a trade-in including any taxes due on said trade-in, in excess of the amount shown on the reverse side hereof, and will pay such difference in cash on demand. If not so paid, I/we authorize Dealer, at Dealer's option, to increase the monthly payments and contract balance to cover the difference and finance charges thereon.

Delivery of this vehicle is accepted by me/us subject to credit approval by a financing institution, and in the event of a credit report unacceptable to the financing institution, I/we will return the vehicle herein described immediately to the dealer.

If this order pertains to a new vehicle, it is further understood and agreed that the price is subject to change without notice and if the price of the unit herein ordered is increased before delivery, to me/us, I/we agree to pay the new price at the time of delivery.

In accepting delivery of the new vehicle described on the reverse side of this Invoice - Order I/we, hereby acknowledge receipt from the dealer of a copy of the warranty which the dealer has been authorized to deliver to me/us. I understand that dealer makes no other warranty either expressed or implied.

If this order pertains to a used vehicle (new car warranty does not apply) it is understood and agreed that the Dealer does not guarantee year of manufacture or mileage run of the above described vehicle. The price of this vehicle is expressed "as is" to mean the full price in the exact condition and with the exact equipment as at the time of the signing of this order without any change whatever, unless specified in writing above. By this order, I/we acknowledge ample opportunity for trial and inspection of the above vehicle and agree that delivery will constitute my/our acceptance of same in its then condition. It is clearly understood that the above vehicle is sold without guarantee unless separate written guarantee is issued.

This order is non-transferable and is not valid unless signed and accepted by the Dealer, his sales manager or other authorized officer of the Dealer.

All the terms and conditions herein set forth are subject to acts of God, governmental action, strikes, labor disturbances, fires, additional taxes, floods, earthquakes, inability to obtain the automobile described herein, partial or total interruption, loss or shortage of producing, manufacturing or transportation facilities or any other cause beyond Dealer's control, whether or not similar to any of the causes specifically enumerated, and in the event that performance in whole or in part is prevented or hindered, or cost is abnormally increased as a result thereof, Dealer shall not be liable for any losses, damages or delays occasioned thereby, and performance hereunder shall be excused without any liability on Dealer's part.

I/we agree to furnish and/or transfer my/our insurance coverage for the vehicle purchased before or upon delivery thereof.

If liability insurance is not included on the reverse side hereof I/we as purchaser(s) are hereby notified that this does not insure me/us against damages resulting from the ownership or operation of said vehicle arising by reason of personal injury or the death of any person, or from injury to property.

In the event it becomes necessary for the dealer to enforce any of the terms and conditions of this order, I/we agree to pay reasonable attorney's fees.

The above order constitutes the entire terms and agreement between us in reference to the above vehicle.

STATEMENT FROM THE DEALER

We very much appreciate your order for this vehicle. It is our desire to deserve your continued friendship and confidence in the proper servicing of this important vehicle investment.

If the vehicle purchased is a new vehicle you have the added protection of a New Car Warranty as explained in your Warranty Certificate.

In order that we may remain friends through understanding we call your attention to the fact that the new car warranty *does not* cover "maintenance services."

Your new vehicle will prove to be a very satisfactory and efficient vehicle if it is properly maintained with regular attention. Normal maintenance services, including, but not limited to the following, are *not* warranted since they consist of legitimate owner expense items due to operation and normal wear and tear:

BRAKES—Pedal, linkage and shoe adjustment. Bleeding, flushing and filling of system, where not made necessary due to a defective part.

ENGINE TUNE-UP—Cleaning and adjusting spark plugs, distributor, points, carburetor, air cleaner, valve adjustment. Tightening cylinder head, cleaning fuel pump, throttle and choke adjustment, changing carburetor jets, grinding valves and cleaning carbon.

GASOLINE MILEAGE—There is no warranty on this item because gasoline mileage is largely dependent upon the owner's driving habits and other conditions beyond dealer's control.

TIGHTENING—General tightening of all bolts, studs, nuts, etc., made necessary due to car operation — i.e., engine mounting, body bolts, spring shackles, etc.

SQUEAKS AND RATTLES—There is no warranty either by the manufacturer or the dealer with respect to squeaks and rattles. They usually develop, if at all, after the vehicle has been subjected to road shocks and other driving hazards over which neither the dealer nor the manufacturer has any control.

WHEEL ALIGNMENT AND BALANCING—No coverage is provided on these two items because "perfect alignment" of both front and rear end are "locked in" at the factory when car is produced.

CLUTCH—Pedal adjustment.

ELECTRICAL—Adjusting voltage regulator, head lamps and battery terminals; maintenance of battery, generator or alternator, starting motor commutators and brushes, wiring and connections.

COOLING—Radiator flushing, adjusting fan belt.

FUEL SYSTEM—Cleaning and tightening of gas lines, tank and connections.

PAINT—Any repairs due to causes other than factory responsibility, i.e., stone chips, abuse, harsh polishes, road surfacing materials, etc. Paint adjustments can not be considered unless prior approval is secured from the Factory Representative before work is performed.

ALIGNING—The alignment of doors, hood, etc., were all checked by the manufacturer for correctness before your car was delivered to you.

TIRES—No coverage is provided on tires since they are covered by the tire manufacturers warranty. For adjustments the tire dealer handling the make of tire on your car or truck will be happy to help you.

It is suggested you keep the warranty certificate in the glove compartment of your car at all times as it is necessary to present the certificate if application is made for warranty service.

Our service personnel is always happy to advise and counsel you on the services and maintenance requirements of your new vehicle, for as new car dealers, we are most interested in your driving pleasure and economical operation of this vehicle. We invite you to avail yourself of the trained personnel, facilities and special equipment which are provided to retain your satisfaction and enjoyment in the operation of your new vehicle.

INSTALMENT SALE AND SECURITY AGREEMENT: VEHICLES

The undersigned Seller hereby sells and the undersigned Buyer, _____ hereby buys, subject to the terms and conditions hereinafter set forth, the following property with all equipment, parts, appliances and appurtenances, delivery and the conditions of which are hereby acknowledged and accepted. Disclosures herein are made in compliance with Federal and State law.

New or Used	Year Model	No. Cyl.	Make — Trade Name	Type of Body If Truck Give Tonnage	Model Number or Series	Manufacturer's Serial Number	Motor No.
	77	8	Oldsmobile		LT	P 15405	

Optional Equipment or Accessories (Check, if included on car)

- | | | | | |
|---------------------------------------|---|---|--|---|
| <input type="checkbox"/> Stereo | <input type="checkbox"/> Automatic Trans. | <input type="checkbox"/> Power Steering | <input type="checkbox"/> Power Windows | <input type="checkbox"/> High Performance Engine—Cu. In. Disp. _____ H.P. _____ |
| <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 |

Buyer agrees to pay the total of payments in _____ equal consecutive monthly instalments of \$ _____ each, the first instalment to be due and payable on the _____ day of _____, 19____, and the remaining instalments to be paid on the same day of each succeeding month, or in instalments as follows _____

Balloon payment of \$ _____ due _____
Balloon payment of \$ _____ due _____

Any balloon payment may be refinanced on terms as favorable as the original sale, except in the case of agricultural or seasonal income transactions. All payments to be made at any office of Seller, or if this Agreement is assigned, then at such office of the assignee as the assignee shall designate in writing to Buyer.

If any instalment provided hereunder is in default more than 10 days from the due date thereof, a delinquency charge shall be assessed Buyer and shall be immediately payable in the amount of 5% of the amount of the unpaid instalment or \$5, whichever is lower, or the deferral charge that would be permitted to defer the unpaid amount of the instalment for the period that it is delinquent. Costs of collection and attorneys fees incurred after default may also be collected. Buyer has the right to pay in advance the unpaid balance of this Agreement and obtain a partial refund based on the rule of 78's, subject to a minimum finance charge of \$5 if the amount financed does not exceed \$75, or \$7.50 when the amount financed exceeds \$75.

Buyer may choose the person through whom physical damage insurance is to be obtained. By signing below, Buyer indicates desire to have Seller or Assignee apply for insurance coverage as follows, cost of which is \$ _____ for a term of _____ months.

(Describe Coverage) _____

BUYER _____ DATE _____

WARNING: INSURANCE COVERAGE DOES NOT INCLUDE PUBLIC LIABILITY INSURANCE UNLESS OTHERWISE SPECIFIED AND DOES NOT PROTECT THE DRIVER OF THE VEHICLE AGAINST DAMAGE CLAIMS.

SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE PROPERTY AND SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. MANUFACTURERS' EXPRESS WARRANTIES ARE THEIRS, NOT SELLER'S.

NOTICE

BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT. THE OBLIGATIONS OF ALL PERSONS SIGNING BELOW, OTHER THAN SELLER, ARE JOINT AND SEVERAL. BUYER ACKNOWLEDGES THAT HE HAS READ AND RECEIVED A COMPLETED LEGIBLE COPY OF THIS SALES CONTRACT AND SECURITY AGREEMENT. BY SIGNING BELOW, BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THE ABOVE DISCLOSURES.

Date _____, 19____

Seller Signs _____

Buyer Signs _____

By _____ TITLE _____

Address _____ STREET _____ TOWN _____ STATE _____

Seller's Address _____

Address _____ STREET _____ TOWN _____ STATE _____

1. Cash Price	\$ _____
2. Down Payment: Trade-in	\$ _____
(describe) Less owing	\$ _____
Net	\$ _____
Plus cash down payment	\$ _____
2a. Total down payment	\$ _____
3. Unpaid balance of cash price	\$ _____
4. Sales Tax	\$ _____
5. Physical Damage Insurance	\$ _____
6. Credit Life Insurance	\$ _____
6a. Credit Life and Accident & Health	\$ _____
7. License and Transfer fees	\$ _____
8. Unpaid Bal. & Amt. Financed (3 thru 7)	\$ _____
9. FINANCE CHARGE	\$ _____
10. Total of Payments (8+9)	\$ _____
11. Deferred Payment Price (10+2a)	\$ _____
12. ANNUAL PERCENTAGE RATE	_____ %
13. Other Charges Paid by Buyer Not Part of Finance Charge or Disclosed Above (detail)	\$ _____

The writing of credit life or accident and health insurance is not a factor in the approval of this extension of credit. By signing below, Buyer indicates his desire to have Seller or Assignee apply for: (check one)

- Credit Life insurance only at a cost of \$ _____
- Credit Life and Accident & Health insurance at a cost of \$ _____
- Neither

BUYER _____ DATE _____

In addition to the above described property sold hereunder the following property is taken as collateral to secure performance of all Buyer's obligations hereunder and Buyer hereby grants to Seller a security interest therein: _____

ADDITIONAL PROVISIONS

1. **Assignment.** Buyer understands and agrees that Seller's rights hereunder may be assigned. IF THIS AGREEMENT IS NOT A CONSUMER CREDIT SALE, BUYER AGREES THAT ANY ASSIGNMENT SHALL BE FREE OF ANY AND ALL DEFENSES, SETOFFS AND COUNTERCLAIMS WHICH BUYER MAY HAVE AGAINST SELLER.

2. **Security.** Buyer agrees that Seller has retained title to and a security interest in the property and all accessions and replacements as security for Buyer's obligations hereunder. No loss, damage, or disrepair of the property whether or not insured, shall release Buyer from any obligations secured hereby.

3. **Removal.** Buyer agrees that the property will not be removed from the State of Utah without written permission of the Seller.

4. **Registration and Care of Property.** Buyer agrees to execute and deliver to Seller financing statements as Seller may from time to time require to comply with the Utah Uniform Commercial Code and to pay the cost of filing same; to use, maintain, and register the property in accordance with law; to pay and keep it free from all liens, taxes, or other encumbrances; to maintain it in good condition and to make no material change therein; not to sell or in any way dispose of it; not to use it for hire or in any race or contest, or by any person or for any purpose or in any manner contrary to the provisions of any insurance coverage or in any manner injurious thereto.

5. **Insurance.** Buyer agrees at his own expense to insure the property against loss, damage, theft (and such other risks as Seller may require) to the full insurable value thereof with insurance companies and under policies and in form satisfactory to Seller. Proceeds from the policies shall be payable to Seller as its interest may appear and all policies shall provide for at least ten (10) days written cancellation notice to Seller. Upon request, policies or certificates attesting the coverage shall be deposited with Seller. Insurance proceeds may be applied by Seller toward payment of liabilities of Buyer, whether or not due, in such order of application as Seller may determine.

6. **Right to Protect.** If Buyer fails to maintain insurance, or pay taxes, assessments, or costs, or perform any other obligation required hereunder, Seller may make expenditures for any or all such purposes and the amount so expended, together with interest thereon at the annual percentage rate applicable under the Utah Uniform Consumer Credit Code, shall become immediately due and payable by Buyer to Seller and shall be secured hereby.

7. **Default.** Buyer shall be in default hereunder if any of the following events occur: (a) Buyer fails to make payments when due hereunder; (b) Buyer fails to perform any other obligation hereunder when the same is to be performed; (c) any statement, representation or warranty of the Buyer herein or in any other writing at any time furnished by Buyer to Seller is untrue in any material respect as of the date made; (d) Buyer becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Buyer alleging that such Buyer is insolvent or unable to pay debts as they mature; (e) entry of any judgment against Buyer; (f) death of Buyer who is a natural person or of any partner of Buyer which is a partnership; (g) dissolution, merger or consolidation or transfer of a substantial part of the property of Buyer which is a corporation or partnership; (h) the issuing of an attachment or garnishment, or the filing of a lien, against any property of Buyer; (i) the assignment by Buyer of any equity in the property without the written consent of Seller; (j) the property is lost, stolen or materially damaged; (k) Seller shall deem itself insecure for any reason whatsoever.

8. **Remedies.** Upon the occurrence of any default hereunder and at any time thereafter, the Seller may declare immediately due and payable all amounts secured hereby and shall have the remedies of a secured party under the Utah Uniform Commercial Code or other applicable law, and: (a) Seller shall have the right to enter upon any premises where the property may be and take possession thereof; and Seller may sell, lease or otherwise dispose of the property in accordance with law, and after deducting all expenses for repossessing, maintaining, repairing or disposing of the property and all attorneys' fees, legal and other expenses in connection therewith to apply the residue of the proceeds of such sale or sales to pay (or to hold as a reserve against) all obligations secured hereby; Seller shall have given Buyer reasonable notice of any sale or other disposition of the property if notice is mailed postage prepaid, addressed to Buyer at the address set forth herein at least five days before the time of the sale or disposition; and (b) Seller shall have the right immediately and without further action by it, to set off against the obligation of Buyer all money owed by Seller in any capacity to Buyer, whether or not due, and also to set off against all other liabilities of Buyer to Seller all money owed by Seller in any capacity to Buyer; and Seller shall be deemed to have exercised such right of setoff and to have made a charge against any such money immediately upon occurrence of such default even though such charge is made or entered on the books of Seller subsequent thereto.

9. **General.** This agreement constitutes the entire agreement between the parties and may not be altered or amended except by a writing signed by the Buyer, accepted by Seller and attached hereto. Any provision found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute a waiver of any subsequent default. This instrument is to be governed by the laws of the State of Utah. Seller shall have the right to inspect the property at any reasonable time and place. Seller shall have the right to date this instrument and fill in any blanks to correct patent errors. If this instrument is signed by more than one Buyer, the obligations of Buyer shall be joint and several. All words used herein shall be construed to be of such gender and number as the circumstances require and all references to Buyer shall include all other persons primarily or secondarily liable hereunder. This instrument shall be binding upon the heirs, personal representatives, successors and assigns of the Buyer and shall inure to the benefit of the Seller, its successors and assigns.

PERSONAL GUARANTY BY THIRD PARTY

In consideration of the making of the within contract by the seller therein the undersigned does hereby guarantee to said seller, or any assignee of said contract payment of all payments as specified therein and covenants in default of payment of any instalment or performance of any requirement thereof by buyer to pay full amount remaining unpaid upon demand. The liability of the undersigned shall not be affected by any settlement, extension, variation of terms of the within contract effected with, or by the discharge or release of the obligation of the buyer or any other person interested, by operation of law or otherwise. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protest, demands, and prosecution of collection, foreclosure and possessory remedies, and the right to remove any legal action from the court originally acquiring jurisdiction, are hereby expressly waived.

(WITNESS)

(Guarantor)

(Address)

ASSIGNMENT (FULL RECOURSE)

FOR VALUE RECEIVED, the undersigned hereby sells and assigns the within contract and all of his, its or their right, title and interest in and to the property subject hereto, to **BARNES BANKING COMPANY, KAYSVILLE, UTAH**, hereinafter called the Bank, and hereby guarantee due and punctual payment of all sums due or to become due under the within contract, and hereby consents that without further notice and without releasing the liability of the undersigned the holder of said contract may at his or its discretion give grace or indulgence in the collection of the same, grant extensions of time for the payment or performance of said contract either before, at, or after maturity, increase or decrease the rate of interest. The undersigned warrants that the title to the property subject to said contract is in the undersigned, that the contract is genuine that the purchaser had capacity to contract, that the undersigned has the right to make this assignment that said property is free from liens and encumbrances and that said property has been delivered into the possession of the purchaser therein named.

The undersigned hereby waives (a) the right, if any, to the benefit of, or to direct the application of, any security hypothecated to the Bank, until all indebtedness of the purchaser to the Bank, howsoever arising, shall have been paid; (b) the right to require the Bank to proceed against the purchaser, or to pursue any other remedy in the Bank's power; and agrees that the Bank may proceed against any of the undersigned directly and independently of the purchaser, and that the cessation of the liability of the purchaser for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of security, or any impairment or suspension of the Bank's remedies or rights against the purchaser, shall not in any way effect the liability of any of the undersigned hereunder.

Dated _____, 19 _____

(Seller Sign Here)

Note for seller/dealer. If corporation, state title or signer. If co-partnership, partner should sign. If fictitious name or sole ownership, owner should sign.

By _____ Title _____

SELLER'S ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to **BARNES BANKING COMPANY, KAYSVILLE, UTAH**, his, its or their right, title and interest in and to the above Instalment Sale and Security Agreement ("Contract" herein) the property therein described, and all moneys to become due thereunder, warranting that the contract is genuine, that the Purchaser has capacity to contract, that the title to the aforesaid property rests in the undersigned, that the undersigned has the right to make this assignment, and that the aforesaid property is free from any liens and/or encumbrances.

The undersigned represents and states that said contract arose from the bonafide sale of the property described in said contract, and that said property has been delivered into the possession of the Purchaser therein named, and that a certified true copy of this contract has been filed to comply with legal requirements of the state where contract originated.

In consideration of your purchase of the within contract, undersigned guarantees payment of the full amount remaining unpaid thereon, and covenants if default be made in payment of any instalment therein to pay the full amount then unpaid to holder immediately upon demand, except as otherwise may be provided by the terms of a previously executed underlying retail financing agreement.

Seller
Signs _____

Dated _____, 19 _____

By _____ (Title)

STATE OF _____
COUNTY OF _____

CERTIFICATE OF TRUE COPY

I hereby certify that this is a true and correct copy of the original instrument.

Notary Public

Residing at _____

County, State of _____

thank you for shopping at Sears

6422 11 8007.21M-1

SHIPPER COPY

81870

SEARS, ROEBUCK AND CO.

Sears

SRC	CLC	EAA	MCA	C.O.D.	CASH
			X		

NO. OR NAME OF STORE CARRYING ACCOUNT

DIV.	ACCEPTED BY	DATE	DELIVERY DATE
3	703	10/4/62	

ADDRESS _____
CITY _____ STATE _____

ACCOUNT NUMBER

SELLING STORE NO.

NAME

H. Tracy Hall Inc

APPROVAL

SH-24

ADDRESS

PO Box 7533

APT.

CITY

Un. Station provo

PHONE

SHIPPING INSTRUCTIONS

QUAN.	STOCK NO.	SIZE COLOR DESC.	UNIT PRICE	CASH PRICE
10		slide troups	69	6 90
		tax		31
				<u>7 21</u>

DO NOT WRITE IN THIS SPACE

SHIP FROM		SHIP VIA	
<input type="checkbox"/> STORE STOCK	<input type="checkbox"/> STORE WHSE.	<input type="checkbox"/> STORE DEL.	<input type="checkbox"/> PARCEL POST
<input type="checkbox"/> CONT. STORE	<input type="checkbox"/> POOL STOCK	<input type="checkbox"/> TRUCK FRT.	<input type="checkbox"/> OTHER

THIS IS PART _____ OF A _____ PART ORDER

CASH PRICE	
CASH DOWN PAYMENT	
BALANCE	

This purchase is made under my Sears Revolving Charge Security Agreement/Retail Installment Contract for the credit sales price consisting of the cash price plus the Finance Charge.

This order is subject to the approval of the Credit Sales Dept. of Sears, Roebuck and Co.

Purchased By: H. Tracy Hall