

CITY SALES & SERVICE, INC.

217 W. WASHINGTON ST.

MUNCIE, INDIANA

298-4415

TAX COMPUTATION

Difference

Less E. O. H.

x 2 %

Tax

DATE 5-4 19 64

STOCK NO.

SERIAL NO.

MOTOR NO.

PURCHASER'S NAME

PURCHASER'S ADDRESS

RESIDENCE PHONE

BUSINESS PHONE

PLEASE ENTER MY ORDER FOR

ONE
(QUANTITY)NEW
USEDCAR
TRUCKSERIES 2369 CATALINA BODY TYPE 4DOOR SEDANCOLOR P22TRIMTO BE DELIVERED ON OR ABOUT SOON AS POSS 19 64 SALESMAN Wood

FILL OUT THIS SECTION IF USED CAR IS TO BE TRADED IN

MAKE OF USED CAR

YEAR 1954 BODY TYPE 4DOOR SEDSERIES CHIEFTAIN 8 RADIO: YES NO

ENGINE NO. HEATER: YES NO

SERIAL NO. TIRES: GOOD MED. POOR

BALANCE OWED TO

ADDRESS

USED CAR ALLOWANCE \$ 319 87

BALANCE OWED ON CAR \$

NET ALLOWANCE ON USED CAR \$

DEPOSIT OR CREDIT BALANCE \$

CASH WITH ORDER \$ 100 00

TOTAL CREDIT (TRANSFER TO RIGHT COLUMN) \$

INSURANCE DATA
(IF BUYER WILL PROVIDE OWN INSURANCE, LIST COMPANY NAME & ADDRESS)

NAME _____ of

ADDRESS _____ this amount is

PUBLIC LIABILITY \$ PROPERTY DAMAGES \$

FIRE & THEFT \$ COLLISION AM'T DEDUCTIBLE \$

OTHER \$ TOTAL PREMIUM \$ →

FINANCE RECORD
CONTRACT TO BE PAID TO:

NAME

ADDRESS

IN _____ MONTHLY PAYMENTS OF \$ _____ EACH

AND _____ MONTHLY PAYMENTS OF \$ _____ EACH

STARTING _____ DAY OF _____

CASH DELIVERED PRICE OF UNIT

ACCESSORIES 14YDRAMATICBASICP. STEER.P. BRAKESDECORUNDERCOATMIRROR GROUPSOFT RAY

SUB-TOTAL (PRICE OF UNIT & ACCESSORIES)

LOCAL TAXES (IF ANY)

LICENSE, LICENSE TRANSFER,
TITLE, REGISTRATION FEE, ETC.

INSURANCE CHARGE

TOTAL OF ABOVE ITEMS

TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)

BALANCE DUE ON DELIVERY IN EVENT OF CASH SALE

TIME SALE CHARGE

TOTAL DELIVERED PRICE (TIME SALE CONTRACT)

BALANCE OF DOWN PAYMENT DUE ON DELIVERY IN TIME SALE \$

I HAVE READ THE MATTER ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. THE FRONT AND BACK HEREOF COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS ORDER AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.

THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER

PURCHASER'S SIGNATURE

ACCEPTED BY

PER

(NAME AND TITLE)

DATE

(DEALER)

CONDITIONAL SALE CONTRACT

DATE May 23, 19 64 BUYER'S STATEMENT TO City Sales & Service, Inc. Muncie, Indiana
(Seller's Name-Address-City-State)

and to whomever my conditional sale contract may be assigned, for the purpose of securing credit on my or our obligation set out in said contract in connection with the purchase of the property described in the contract below, delivery and receipt of which is hereby acknowledged, I make the following true representations:

Full Name	Age	Wife's Name	Number of Dependents
Present Address	How Long There	Phone	Wife's Employer
Previous Address	How Long There	Salary	How Long There
Employer	Phone	Kind of Work	How Long There
Previous Employer	Kind of Work	How Long There	Salary
Name of Nearest Local Relative not Living with you	Complete Address	City and State	Convenient date to Pay
Owns Home <input type="checkbox"/> Name and Address of Contract Seller, Landlord or Mortgage Holder		Unpaid Balance of Contract or Mortgage, or Amount of Rent	
Buying on Contract <input type="checkbox"/>			
Rents Home <input type="checkbox"/>			
Have you ever Bought A Car on Credit		Name of Finance Company or Bank	
Credit References, Including Finance or Loan Companies, Banks and Merchants Who Have Extended Credit			
Name		Address	
Name		Address	
Where Do You Bank		Checking Account <input type="checkbox"/>	Loan <input type="checkbox"/>
		Savings Account <input type="checkbox"/>	

The undersigned Seller hereby sells, and the undersigned Buyer (which term means all Buyers, jointly and severally) hereby purchases, subject to the terms and conditions herein, the following property, delivery and acceptance of which in good order, complete and in a condition satisfactory to the Buyer are hereby acknowledged by Buyer:

Quantity	Make and Description of Property	New or Used	Year - Model	Motor or Unit No.	Serial No.
One	Pontiac Catalina 4 Dr. Sed.	New	1964-369		834P 229124

together with all parts, equipment and accessories now upon or in said property or hereinafter added by Buyer all of which are made a part thereof by this agreement and included in the term "property" as used herein, for a Time Balance as stated in item 7 in the following tabulation and computed as shown in the following tabulation:

1. Total Bona Fide Cash Price of property if Buyer had elected to buy for Cash instead of for a Time Balance as herein recited.	(Cash Sale Price)	\$ 3519.87 (1)
Down Payment { Merchandise Credit \$ 464.79 Cash \$ 655.08		
2. Total Down Payment	(Total Down Payment)	\$ 1119.87 (2)
3. Unpaid Cash Balance (Subtract 2 from 1)	(Cash Balance)	\$ 2400.00 (3)
4. Any Insurance Charge <u>X</u> Life <u>X</u> Hazard	(Insurance Charge)	\$ 2400.00 (4)
5. Principal Balance (add 3 & 4)	(Principal Balance)	\$ 392.16 (5)
6. Finance Charge _____ and Intangible Tax _____	(Finance Charge)	\$ 2792.16 (6)
7. Time Balance (Add 5 and 6)	(Time Balance)	\$ 36 (7)

and Buyer agrees to pay the amount of the Time Balance at the office of the American National Bank and Trust Co. of Muncie, to be hereinafter designated in instalments of \$ 77.56 payable monthly on the 2nd day of each month beginning the 2nd day of July, 19 64, and one final instalment of \$ XX payable on XX, 19 XX, with taxes if any due thereon and with reasonable attorney's fees, expenses of collection, lawful delinquent charges and recording fees, all without relief from valuation or appraisal laws. Buyer's failure to pay any one installment when due shall cause the entire remaining Time Balance to become due and payable, at the option of the holder hereof, without notice or demand.

it is mutually understood and Buyer specifically understands and agrees that the provisions on the reverse side hereof, incorporated by reference hereto, constitute a part of this Conditional Sale Contract.

Executed in triplicate and certified by Seller and Buyer that this Conditional Sale Contract contains all of the agreements of the parties each of whom hereby acknowledges the receipt of a copy of this Conditional Sale Contract this 23 day of May, 19 64.

City Sales & Service, Inc. (SEAL)
Corporate, Firm or Trade Name of Seller
BY E.R. Patchford Treas.
(Authorized Signature)
19 217 W. Washington St. Muncie, Indiana
Full address of Seller

Mabel M. Haas (SEAL)
Buyer's Signature
(SEAL)
Buyer's Signature
1927 East 17th St.
Buyer's Residence Address or R. D.
Muncie Delaware Indiana
City P. O. Zone County State

NOTE: If Buyer or Seller is a corporation, signature must be in the name of the corporation by an officer authorized to sign. If a partnership, the signature must be in the name of the partnership by one of the partners.

(CUSTOMER'S COPY)

231.34
 136.97
 35.00
 139.75
 1748
 55.78
 28.72

 645.04

231.34 Hydramatic
 (W. & Wapen 2 Speed
 Radio. B.W. light
 136.97 air foam cushion
 seat Belts
 35.00 w. coat.

139.75 - (P. St. + Breaks
 1748 - (Group mirror,
 55.78 - (Discs + Chrome
 28.72 - (tinted W. shield

2874.83
 645.04

3519.87
 519.8754

3000.00
 600.00

2400.00

CONDITIONAL SALE CONTRACT

44-5-1568

DATE May 23, 19 64 BUYER'S STATEMENT TO City Sales & Service, Inc. Muncie, Indiana
(Seller's Name-Address-City-State)

and to whomever my conditional sale contract may be assigned, for the purpose of securing credit on my or our obligation set out in said contract in connection with the purchase of the property described in the contract below, delivery and receipt of which is hereby acknowledged, I make the following true representations:

Mabel M. Haas 64
Full Name Age Wife's Name Number of Dependents
1927 East 17th Street
Present Address How Long There Phone Wife's Employer Salary How Long There
Previous Address How Long There
Employer Phone Kind of Work How Long There Salary When Paid
Previous Employer Kind of Work How Long There Salary
Name of Nearest Local Relative not Living with you Complete Address City and State Convenient date to Pay
Owns Home ☐ Name and Address of Contract Seller, Landlord or Mortgage Holder Unpaid Balance of Contract or Mortgage, or Amount of Rent
Buying on Contract ☐
Rents Home ☐
Have you ever Bought A Car on Credit Name of Finance Company or Bank
Credit References, Including Finance or Loan Companies, Banks and Merchants Who Have Extended Credit
Name Address
Name Address
Where Do You Bank Checking Account ☐ Loan ☐
Savings Account ☐

The undersigned Seller hereby sells, and the undersigned Buyer (which term means all Buyers, jointly and severally) hereby purchases, subject to the terms and conditions herein, the following property, delivery and acceptance of which in good order, complete and in a condition satisfactory to the Buyer are hereby acknowledged by Buyer:

Quantity	Make and Description of Property	New or Used	Year - Model	Motor or Unit No.	Serial No.
One	Pontiac Catalina 4 Dr. Sed.	New	1964-369		834F 229124

together with all parts, equipment and accessories now upon or in said property or hereinafter added by Buyer all of which are made a part thereof by this agreement and included in the term "property" as used herein, for a Time Balance as stated in item 7 in the following tabulation and computed as shown in the following tabulation:

- Total Bona Fide Cash Price of property if Buyer had elected to buy for Cash instead of for a Time Balance as herein recited. (Cash Sale Price) \$ 3519.87 (1)
Down Payment { Merchandise Credit \$ 464.79
Cash \$ 655.08
Memo
H. A. 32.76
U. D. 280.00
I. T. 7.45
D. P. 71.88
- Total Down Payment (Total Down Payment) \$ 1119.87 (2)
- Unpaid Cash Balance (Subtract 2 from 1) (Cash Balance) \$ 2400.00 (3)
- Any Insurance Charge X Life X Hazard (Insurance Charge) \$ 2400.00 (4)
- Principal Balance (add 3 & 4) (Principal Balance) \$ 392.16 (5)
- Finance Charge and Intangible Tax (Finance Charge) \$ 2792.16 (6)
- Time Balance (Add 5 and 6) (Time Balance) \$ 2792.16 (7)

and Buyer agrees to pay the amount of the Time Balance at the office of the American National Bank and Trust Co. of Muncie, to be hereinafter designated in 36 instalments of \$ 77.56 payable monthly on the 2nd day of each month beginning the 2nd day of July, 19 64, and one final instalment of \$ XX payable on July 1, 1964, with taxes if any due thereon and with reasonable attorney's fees, expenses of collection, lawful delinquent charges and recording fees, all without relief from valuation or appraisement laws. Buyer's failure to pay any one installment when due shall cause the entire remaining Time Balance to become due and payable, at the option of the holder hereof, without notice or demand.

It is mutually understood and Buyer specifically understands and agrees that the provisions on the reverse side hereof, incorporated by reference hereto, constitute a part of this Conditional Sale Contract.

Executed in triplicate and certified by Seller and Buyer that this Conditional Sale Contract contains all of the agreements of the parties each of whom hereby acknowledges the receipt of a copy of this Conditional Sale Contract this May day of May, 19 64.

City Sales & Service, Inc. (SEAL) Mabel M. Haas (SEAL)
Corporate, Firm or Trade Name of Seller Buyer's Signature
BY E. R. Hatchford (SEAL)
(Authorized Signature) Buyer's Signature
19 217 W. Washington St. Muncie, Indiana 1927 East 17th St.
Full address of Seller Buyer's Residence Address or R. D.

Muncie Delaware Indiana
City P. O. Zone County State

NOTE: If Buyer or Seller is a corporation, signature must be in the name of the corporation by an officer authorized to sign. If a partnership, the signature must be in the name of the partnership by one of the partners.

(BANK COPY)

PROVISIONS

1. Buyer consents to the assignment of this Conditional Sale Contract to the American National Bank and Trust Co. of Muncie, 110 East Main Street, Muncie, Delaware County, Indiana, by Seller and agrees that the term "Seller" as used herein includes the said assignee of Seller.
2. Title to and ownership of the property described herein, together with all accessories, equipment, and/or replacements of said property and any property received in exchange for any of said property, shall be and remain in Seller and shall not pass to Buyer until all sums due under this contract are fully paid in cash and all terms hereof fully complied with.
3. Buyer agrees to pay the holder hereof each time Buyer fails to make a monthly payment when due late charges calculated at the maximum rate prescribed by the Department of Financial Institutions, State of Indiana. Buyer further agrees to pay all taxes on said property and, in the event that the Time Balance payable hereunder does not include a charge for insurance, to obtain and keep in force comprehensive and collision insurance as appropriate to cover the full insurable value of the said property and to include a loss payable clause to Merchants National Bank. Risk or loss or damage to the property shall be borne by Buyer. Should buyer fail to obtain and keep in force said fire, theft and collision insurance as required herein, then seller shall be authorized to obtain and keep in force said comprehensive and collision insurance, and the premium so paid therefor by seller shall be added to the time balance due and payable hereunder from buyer to seller.
4. Buyer shall not remove said property or any part thereof from the place where the same is first kept for use by Buyer and Buyer shall not transfer or encumber his interest under this contract or in the property or part with the possession thereof without prior, written consent of Seller.
5. Time is of the essence of this contract. Except as otherwise provided by law, if Buyer defaults or fails to pay any sum when due hereunder or fails to comply with or keep and perform each and all of the terms hereof, or whenever the Seller shall deem the debt insecure, or should said property be levied upon or pass into the possession of a receiver, trustee, or any other officer of the law, then all unpaid sums hereunder shall become due and payable immediately without notice or demand, and all right of possession of the said property and all interest therein of the said Buyer shall terminate thereupon absolutely, and the Seller may take possession of the said property either with or without demand or notice, said demand or notice being hereby expressly waived, and by or without process of law. The seller is empowered and authorized to enter upon any premises where said property is believed to be located and take possession thereof without any liability or responsibility of any kind on the part of the Seller. If Seller, upon so obtaining possession, resells the said property and the proceeds thereof are not sufficient to fully satisfy the unpaid Time Balance and any other sums due hereunder, including the expenses of retaking, resale, keeping, and storing the property, Buyer agrees to pay the remainder of such sums immediately without notice or demand. Upon repossession of said property, all payments made on this contract shall be retained by the Seller, not as a penalty, but as liquidated damages for breach of this contract and as compensation for the use, damage and depreciation of the said property, and the Buyer shall have no right, title or interest therein. Except as provided by law, Seller shall be under no duty to sell the repossessed property.
6. If the seller shall fail or delay to exercise any right given hereby, at the time of any default by Buyer hereunder, Seller shall not be deemed to have waived such right, or any subsequent default, or to be estopped to exercise such right, but the Seller may exercise the same at any time thereafter while the default still exists. The acceptance by the Seller at any time, or from time to time, of any payment less than the amount of any installment payment or payments then due by the Buyer hereunder, shall not in any way relieve Buyer from the Buyer's obligation to pay the installment payments due at the times and in the amounts herein provided.
7. It is further hereby agreed that any payment hereafter made by or for the Buyer to the Seller, if any installment is then due and payable upon any other conditional sale contract between the Buyer and the Seller and if the amount paid is insufficient to satisfy in full all installments then due and payable by the Buyer to the seller under all of the conditional Sale Contracts between them, shall be applied pro rata upon all such installments then due and payable in accordance with the respective amounts thereof, unless the Buyer shall in writing otherwise direct prior to or at the time of such payment.
8. Buyer agrees that the property shall at all times remain personal property, and that in the event of a default herein may be removed and severed from Buyer's realty, if affixed, without Seller in any way being liable for injury or damage to the realty by reason of the said removal.
9. The Buyer, in order to induce the seller to make this Conditional Sale Contract, hereby represents that the Buyer is over Twenty-one (21) years of age, that the correct name of Buyer is as stated herein, and that all of the other statements made by Buyer as to Buyer's address, financial standing and credit are true and that no part of the down payment has been or is to be borrowed.
10. This Conditional Sale Contract shall not be binding upon the Seller until executed by Seller.

ASSIGNMENT IN ACCORDANCE WITH AN AGREEMENT

The undersigned, by this endorsement, hereby sells, assigns and transfers unto the American National Bank and Trust Co. of Muncie, 110 East Main Street, Muncie, Delaware County, Indiana, its successors and assigns, all right, title and interest in and to the foregoing Conditional Sale Contract with full recourse as provided in an agreement between the undersigned and the said American National Bank and Trust Co. of Muncie, dated _____, and made a part hereof.

Dated this 26 day of May, 1964

City Sales & Service, Inc
Corporation, Firm or Trade Name of Seller

(CORPORATE SEAL)

BY E.R. Patchford Treas
ATTEST:

NOTE: If Buyer or Seller is a corporation, signature must be in the name of the corporation by an officer authorized to sign. If a partnership, the signature must be in the name of the partnership by one of the partners. The attestation must be done by the Secretary or Assistant Secretary if the Seller is a corporation. No attestation is necessary if the Seller is a partnership or an individual.

ASSIGNMENT

FOR VALUE RECEIVED and in consideration of the purchase of the foregoing conditional sale contract, the undersigned, by this endorsement, hereby sells, assigns and transfers to the American National Bank and Trust Co. of Muncie, 110 East Main Street, Delaware County, Indiana, its successors and assigns, all right, title and interest in and to the foregoing conditional sale contract and the property therein described with all rights and remedies thereunder; and the undersigned hereby guarantees payment and performance in full of the said conditional sale contract according to its terms and conditions and, upon any default thereof, agrees to pay to the said American National Bank and Trust Co. of Muncie, the full balance remaining due thereon, upon demand, and agrees to repurchase, upon demand, the said conditional sale contract and the property therein described from the said American National Bank and Trust Co. of Muncie, for the said full unpaid balance then due and thereupon the undersigned shall be entitled to have the said conditional sale contract reassigned to the undersigned without recourse. The undersigned further agrees to indemnify and hold harmless the said American National Bank and Trust Co. of Muncie, from any loss or expense suffered or incurred by reason of any claim, demand or action by the buyer, his successors and assigns, for breach of any warranty made by the undersigned or implied by law. The liability of the undersigned shall not be affected by any waiver of default or extension of time by the said American National Bank and Trust Co. of Muncie, and the undersigned expressly waives notice of non-payment and non-performance of the said conditional sale contract and all prior legal proceedings against the buyer.

The undersigned hereby represents and warrants to the said American National Bank and Trust Co. of Muncie, that the title to the said property at the time of the sale was and now is vested in the undersigned free and clear of all liens and encumbrances of every kind and character; that the said conditional sale contract and the signatures thereto are genuine and all statements of fact contained are true, that all parties thereto have the legal capacity to enter into the said conditional sale contract and that the undersigned has no knowledge of any facts which might impair the validity of the said conditional sale contract; that the total down payment is as stated in the said conditional sale contract and that no part thereof was loaned directly or indirectly by the undersigned to the buyer; that all of the terms of the said conditional sale contract conform to all laws of the State of Indiana and to all lawful orders and regulations of the Department of Financial Institutions of Indiana now in force; and that the property described in the said conditional sale contract is as represented to the buyer and that no other representations or warrants have been made to the buyer.

Dated this _____ day of _____, 19____.

(CORPORATE SEAL)

Corporation, Firm or Trade Name of Seller.

BY
ATTEST:

NOTE: If Buyer or Seller is a corporation, signature must be in the name of the corporation by an officer authorized to sign. If a partnership, the signature must be in the name of the partnership by one of the partners. The attestations must be done by the Secretary or Assistant Secretary if the Seller is a corporation. No attestation is necessary if the Seller is a partnership or an individual.

