

James E. Norton

KS 33017-1

20th

11.58

CONDITIONAL SALES CONTRACT

GEORGIA. FULTON COUNTY

This contract made and entered into at the time and place indicated below between the undersigned Purchaser (or Purchasers jointly and severally) hereinafter called "Purchaser", Ken Stanton Music of Atlanta, Inc., herein after called "Seller", witnesseth:

Purchaser agrees to buy and Seller agrees to sell upon the following terms, for the Total Time Price (Item A Plus Item D) the property described below, together with all equipment and accessories already thereon or hereafter added, hereinafter called "Property," receipt and acceptance of which Purchaser acknowledges. Purchaser agrees to pay to Seller, its successors and assigns, the net balance (Item E) in consecutive monthly installments commencing one month from date with reasonable costs of collection including attorneys fees, and interest at 8% per annum on any installment in default.

Quantity	Description and Trade Name	Serial Number	New Or Used	List Price of Each Article
1	Conn Flute & Case Mod. 142809202		new	139.50

The terms and conditions are as follows: (1) Purchaser agrees that title to Property is vested in Seller and shall not pass to Purchaser, irrespective of any retaking and redelivery to purchaser or the acceptance or negotiation of notes or granting of any renewals or extensions, until the Total Time Price shall have been fully paid in money; (2) Property shall at all times be at Purchaser's risk and the loss, injury or destruction of Property shall not release or abate Purchaser's obligations hereunder. (3) Time being of the essence of this contract in case any installment is not paid in full promptly when due, the full amount unpaid hereunder including any not given or any renewal or extension thereof; shall at the option of the holder and without notice become due and payable forthwith, and Seller or its assigns may, with or without legal process, seize and take possession of the Property wherever the same may be found or in whomsoever's possession it may be, and may exercise any one or more of the following remedies: (a) Sell the Property either at private sale without advertisement, or at public outcry, in the sole discretion of Seller; and if sold at public outcry, such sale is to be held at the usual time and place, and after advertising in the manner prescribed for Sheriff's sales, before the Courthouse door in Fulton County, Georgia, and out of the proceeds of said sale shall be paid the expenses connected with the conduct of the sale and the fees of an attorney at law in representing Seller in interest owing by Purchaser to Seller, and the balance, if any, such sale Seller may be a bidder and may purchase; (b) Seller fore made being retained by Seller as rent and liquidated damage Total Time Price together with reasonable attorneys fees. (4) At Purchaser has the privilege of returning the property to Seller and with good care, the condition of property so returned to be a matter 15% of the list price thereof during which the property has been understood and agreed that this privilege shall not apply to the successors or assigns of Seller and shall be binding upon the

Executed in Triplicate at Conyers, Georgia on Oct 21 1960 under the seal of each
party by Ken Stanton Music of Atlanta Inc., Seller and by James E. Norton

Purchaser, and the Purchaser acknowledges receipt of a copy hereof.

School Conyers El. School

OPTION

Will pay cash in 60 days if instrument not returned.

Signature

Signed, Sealed and Delivered in the presence of

~~Notary Public~~

KEN STANTON MUSIC OF ATLANTA, INC.

(Seller)

By Spencer C. Wallace
(Owner)
James E. Norton
(Purchaser)