

J. E. LUENBERG,

Plaintiff,

-vs-

GEORGE VAFINIS and
EVANGELINE VAFINIS,

Defendants.

Q

Q

Q

Q

Q

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

6056

C O M P L A I N T

Count I.

The Plaintiff claims of the Defendants the sum of EIGHTY-SIX & NO/100 (\$86.00) DOLLARS, for that on, to-wit, the 23rd day of May, 1963, the Plaintiff leased to the Defendants the residence house and lot in Fairhope, Alabama, known as "205 White Avenue" as evidenced by a written lease contract in and by which it was provided that the lessees agreed to permit no waste of the property, or allow the same to be done, but to take good care of the premises. Plaintiff avers that in violation of said provisions in said lease the defendants broke out the front screen door, the back screen door, the light fixture, and venetian blinds in said house or allowed same to become broken. Wherefore, plaintiff claims that his premises and property have been damaged as aforesaid and that he is entitled to the sum of, to-wit, EIGHTY-SIX & NO/100 (\$86.00) DOLLARS.

Count II

The Plaintiff claims of the Defendants the sum of SEVENTY-FIVE & NO/100 (\$75.00) DOLLARS due by lease executed by the defendants on, to-wit, the 23rd day of May, 1963, which said sum was due on the 1st day of May, 1964, for rent for the month of May, 1964, and that the defendants have failed to pay same.

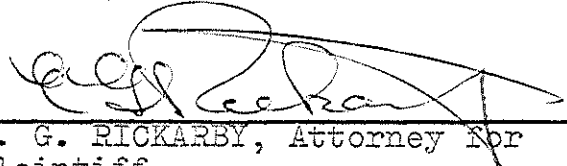
The Plaintiff further claims of the defendants the sum of THIRTY-FIVE & NO/100 (\$35.00) DOLLARS as a reasonable attorney's fee which the defendants in and by the terms of said lease agreed to pay.

Cont'd, Complaint of
Luenberg vs. Vafinis.

(Count II, cont'd):

The Plaintiff further avers that the Defendants in and by the terms of said lease waived all rights of exemption to which they were entitled under the laws and Constitution of the State of Alabama.

The Plaintiff further avers that the sum due, to-wit, ONE HUNDRED TEN & NO/100 (\$110.00) DOLLARS is for the rent of the premises, No. 205 White Avenue, Fairhope, Alabama, which the Plaintiff as landlord, rented to the defendants, as tenants, and said amount is claimed as rent for said premises, and Plaintiff further avers and alleges and claims that he has a landlord's lien on all of the goods, furniture and effects belonging to the defendants and used in said place, and the Plaintiff prays that said goods, furniture and effects be condemned and sold for the satisfaction of said lien for said sum claimed.


E. G. RICKARBY, Attorney for
Plaintiff.

FILED

MAY 14 1964

ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA,
MOBILE COUNTY
Baldwin County

THIS LEASE, made this 23

day of May, 1963

between J. E. Luenberg

, party of the first part, hereinafter

called lessor, by Overton Realty Company, as agents of lessor, and

George Vafinis

, party of the second part, hereinafter called the lessee.

WITNESSETH: That the lessor does hereby lease and rent unto the lessee, the following premises in the City of Mobile, Alabama, viz:

Residence at 205 White Avenue, Fairhope, Alabama

for occupation by the lessee as Residence

and for no other different object or purpose, for and during the term of One (1) Year

to-wit: from

the 1st day of June

1963

1963

, to the 1st day of June

1964

and the lessor shall not be liable for the failure to deliver possession of said premises, provided the lessor shall exercise due diligence.

The lessee agrees to pay to the lessor or said Agents, at the office of said Agents, the sum of 900.00

Nine hundred and 00/100

Dollars, payable as follows:

By 12 Payments

of Seventy five and 00/100

Dollars

each, due and payable, respectively, on the 1st day of June

1963

and on the 1st

day of each month thereafter.

It is further agreed that an additional sum of FIVE DOLLARS (5.00) per month will be paid for rent unless rent is paid within ten days from due date.

And the lessee further covenants and agrees that if the lessee should at any time, during the continuance of this lease, remove or attempt to remove, or manifest an intention to remove the goods, furniture, effects, improvements and personal property brought thereon, out of or from said premises (except in the regular course of trade), without having paid in full all rent which shall become due during the term, or should an execution or other process be levied upon the goods and chattels of the lessee in and upon said premises, or if a petition in bankruptcy be filed by or against the said lessee or an assignment be made for the benefit of lessee's creditors, or a receiver be appointed, or should the lessee violate any other conditions of this lease, then in such case, or upon the happening of any one or more of such cases, the whole rent for the whole term of this lease shall at once become due and payable, and the lessor may proceed by attachment, suit or otherwise, to collect the whole rent reserved in the same manner, as if by the terms of this lease the whole rent for the entire term were payable in advance.

Should the lessee fail to pay rents as they fall due as aforesaid, or violate any of the conditions of this lease, or should the lessee be adjudged a bankrupt, or should a receiver be appointed or should execution or other process be levied upon the interest of the lessee in this lease or the property of the lessee upon the leased premises, the lessor shall have the right at lessor's option, to re-enter said premises and annul this lease. Such re-entry shall not bar the recovery of rent or damages for breach of covenant, nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture. And in order to entitle the lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid, or of other conditions broken, nor to make demand for rent, the execution of this lease, signed by the parties thereto, which signing is hereby acknowledged, being sufficient notice of the rents being due and a demand for the same, and shall be so construed, any law, usage or custom to the contrary, notwithstanding.

And the lessee agrees to comply with all the laws and ordinances of the City of Mobile in regard to nuisances, in so far as the buildings and premises hereby let, and the streets and alleys bounding the same, are concerned, and that the lessee will by no act or omission render the lessor liable for any violation of such city laws or ordinances. The lessee agrees to replace all glass broken, to replace all keys lost or broken, to pay all bills for water used on said premises during this term; to keep all electrical apparatus in order; to permit no waste of property, nor allow the same to be done, but to take good care of said premises; not to assign this lease nor under-lease or let said premises, or any part or interest therein, without written consent of the lessor, hereon endorsed; and this lease, or any renewal thereof being terminated, to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said term, natural wear and tear excepted.

It is further understood and agreed that the lessor shall not be required to do any repairs upon the building hereby leased, unless so stipulated and agreed in writing at the commencement of this lease, nor is the lessor liable for any breakage, or getting out of order of the water pipes, water closets or other plumbing, but on the contrary, the lessee shall keep the same in such repair as is required by the sanitary laws of said city of this state, natural wear and tear excepted.

It is further understood and agreed that the lessor shall not be liable for any damage which may accrue on account of any defect in said building, or in said premises or from rain, wind or other causes. Nothing contained herein shall be construed as a warranty that said premises are fit or suitable for the use and purpose for which they are leased. And the lessor reserves the right during this term, to visit and inspect, by himself or agents, said premises at any reasonable time; to show the same to intended tenants or purchasers; also to display "For Sale" or "For Rent" signs on said buildings or premises.

It is further understood and agreed that the lessor reserves the right to make repairs on or about said premises that may be deemed necessary by him during this term. And the lessee further covenants with the lessor that the furniture, goods and effects which will be brought upon said premises shall be owned by the lessee. If the lessee vacates these premises before the end of said term, without written consent of the lessor, the lessor has the right to re-enter and let said premises as the agent of the lessee herein named, and such re-entry and re-letting shall not discharge this lessee from liability for rent nor from any other covenant herein contained and to be kept by this lessee.

In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of said property, or for advice or service incident to the breach of any other condition of this lease by the lessee, or on account of bankruptcy proceedings by or against lessee, or legal process being issued against the furniture and effects of the lessee, located upon the leased premises, or the leasehold interest of the lessee, the lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this lease.

And as a part of the consideration of this lease, and for the purpose of securing to the lessor prompt payment of said rent hereby stipulated or any costs or fees or damages that the lessor may suffer, either by the failure to surrender quiet and peaceable possession of said premises as aforesaid, or for any damages whatsoever which may be awarded the lessor under this lease, the lessee hereby waives all rights which lessee may have under the Constitution and Laws of the State of Alabama or any other State of the United States, to have any personal property of the lessee exempt from levy or sale or other legal process.

Where the rent under this lease is payable in Monthly, or other installments, in advance, and there is a default by the lessee entitling the lessor to repossess said property, and lessor does so repossess said property amicably or by legal proceedings, the rent for the unexpired term of said installment period, shall be due and payable as liquidated damages for the breach of the conditions of this lease.

If the building leased herein is destroyed by fire, without fault of the lessee, such destruction shall cancel the lease, and rent shall be payable only to the time of such destruction.

If the rented premises, or the building of which it is or may be a part shall be damaged by fire, without fault of the lessee, then, and in that event, the lessor shall have the option to decide whether lessor shall or shall not repair and restore said building or rented premises to their original shape, and if lessor decides to repair and restore the building or the rented premises as aforesaid, then, from the time such damage occurs until the repairs are completed, an equitable abatement of the rent must be allowed. It is understood, however, that if the damage is such as not to render the rented premises untenable for the purpose for which they are rented, then, there shall be no abatement of the rent while the repairs are being made.

It is hereby agreed further that if the lessee shall continue on said premises, or any part thereof, after the termination of this contract, then, at the option of the lessor, this contract shall continue in full force under all terms, conditions and covenants here and above set out.

It is further understood and agreed that only the one room built for or designated as the "Kitchen" is to be used for cooking purposes without the written consent of the lessor.

In the event the lessee herein obtains the written consent of the owners or agents to subrent the property herein leased, such subrental shall be made through the original agents of the lessor only, except upon express agreement to the contrary.

In the event this lessee renews this lease for another period or re-rents the property herein described, all rent payments made after such new rental shall be applied first to the payment of any sum or sums of money due under the previous lease or term, until all indebtedness under said previous lease or term is paid up.

In the absence of any agreement to the contrary any and all improvement erected, made or placed upon the premises hereby leased shall at and on the completion or installation of same, become the property of the landlord, whether permanently attached to the freehold or not.

It is understood and agreed that no part of said premises shall be used for the sale, manufacture or storage of any prohibited liquors, or for any other illegitimate purposes.

In the event lessee violates the terms of said lessee's previous lease so as to create or cause a forfeiture of same or be dispossessed from these or any other premises or fails or refuses on demand to pay rent past due under a former lease, then and thereupon this lease contract shall be null and void, at the option of the lessor.

IN TESTIMONY WHEREOF, we have hereunder set our hands in duplicate, the day and year first above written.

George Vafinis _____ Lessee
Georgina Vafinis _____ Lessee
J. E. Luenberg _____ Lessor
By _____ As Agent

571

IM-1249 S-41823

LEASE

\$ 900.00

J. E. Luenberg, Lessor

To

George Vafinis- Lessee

From June 1, 1963

To June 1, 1964

OFFICIAL LEASE
MOBILE REALTY ASSOCIATION
ADOPTED AUGUST 1, 1922

Sold by
BIDGOOD STATIONERY CO.
MOBILE, ALA.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6056

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon George Vafinis and Evangeline Vafinis

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed
in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

George Vafinis & Evangeline Vafinis..... Defendant.....

by J.E. Luenberg.....
..... Plaintiff.....

Witness my hand this.....14th.....day of.....May.....1964.....

64-5-15-64

Alice Duck..... Clerk

No. 6056 Page

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

J. E. LUENBERG

Plaintiffs

vs.

GEORGE VALENTIS & EVANGELINE VALENTIS
address: 205 White Ave, Fairhope,

Defendants

SUMMONS AND COMPLAINT

Filed May..14,..... 1964..

Alice J. Duck..... Clerk

E. G. Nickarby

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

15 14 1964
J. E. Luenberg Sheriff
I have executed this summons

this 15th of May 1964
by leaving a copy with

George Valentis and
Evangeline Valentis

Sheriff claims 144 miles at
Ten Cents per mile Total \$ 14.40

TAYLOR VALENTIS Sheriff

by J. E. Luenberg
DEPUTY SHERIFF

T. E. Luenberg Sheriff

Frederick Deputy Sheriff

Frederick

THE STATE OF ALABAMA {
Baldwin County }

CIRCUIT COURT AT BAY MINETTE, ALA.

KNOW ALL MEN BY THESE PRESENTS, That We, J. E. LUENBERG and

, of the County of Baldwin, Alabama,

are held and firmly bound unto GEORGE VAFINIS and EVANGELINE VAFINIS

in the sum of TWO HUNDRED TWENTY & NO/100 (\$220.00) Dollars, to
be paid to the said GEORGE VAFINIS and EVANGELINE VAFINIS, their
heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind our-
selves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly
by these presents.

Sealed with our seals and dated the _____ day of _____, 1964

The Condition of this Obligation is such:

That whereas, the above bounden J. E. LUENBERG

has, on the day of the date

hereof, prayed an Attachment at the suit of J. E. LUENBERG

against the estate of above named

GEORGE VAFINIS and EVANGELINE VAFINIS

for the sum of ONE HUNDRED TEN & NO/100 (\$110.00) Dollars,
and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said J. E. LUENBERG

should prosecute said Attachment to effect, and pay the said Defendant all such damages as they
may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be
void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have now,
or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

J. E. Luenberg (Seal)
J. E. LUENBERG
Arthur M. Mannich (Seal)
Edgar P. Mannich (Seal)
_____ (Seal)

Approved, this 14 day of May, 1964

Alice D. Duck, Clerk

THE STATE OF ALABAMA {
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me, _____ the undersigned notary public,
 in and for said County, personally appeared _____ J. E. LUENBERG,
 who, being duly sworn, on oath saith that _____ GEORGE VAFINIS and EVANGELINE
 _____ VAFINIS _____ are _____ justly indebted to

J. E. LUENBERG

in the sum of _____ ONE HUNDRED TEN & NO/100 (\$110.00) _____ Dollars,
 which said amount is justly due after allowing all just offsets and discounts, and that the said _____
 sum due is for rent, and said tenants fail or refuse on
 _____ demand to pay such rent or installment.

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other
 improper motive.

Subscribed and sworn to before me this _____ 14th _____ day of _____ May _____, 194⁶

FILED

MAY 14 1964

J. E. Luenberg
E. G. Peckham
 Notary Public Baldwin Co
 Alabama

Page

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT
 At Bay Minette, Ala.

ALICE I. DUCK

CLERK
REGISTER

TO

ATTACHMENT BOND AND AFFIDAVIT

Filed this the _____ day

of _____, 194⁶

Clerk

Attorney

STATE OF ALABAMA,
BALDWIN COUNTY.

Before me, the undersigned notary public, personally appeared J.E. LUENBERG, who being first duly sworn, deposes and says:

That he is the Plaintiff in the suit of J.E.LUENBERG versus GEORGE VAFINIS, and that he entered into a lease with said parties, which lease is attached hereto and marked, "Exhibit A", and that under that lease they took possession of the premises at 205 White Avenue, Fairhope, Alabama, and occupied said premises; that while they were occupying the premises the front screen door screen of the house was broken out, and the door itself was later removed from the hinges, broken up and thrown on a trash pile in the garage, the glass in the front door of the house was broken, and patched up with white tape, some parts of the glass missing, the screens in the windows of the premises were either cut or broken, with the possible exception of one or two, the back door screen was broken out; that the light fixtures and venetian blinds in the house were broken, and some of the venetian blinds were broken, completely pulled off the hinges, and laying on the floor, that the hardwood floors were badly damaged and worned, and the reasonable value of said fixtures, doors, blinds, window screens, and the like, when the tenants were put in possession of the house was EIGHTY-SIX & NO /100 (86.00) DOLLARS, and that now they are worth nothing; and that it will cost him over that much money to have said fixtures, doors, windows, venetian blinds, and the floors repaired.

The Plaintiff also claims that under and by the terms of the lease attached hereto, the Defendants did not pay the rent due on the 1st day of May, 1964, for the month of May, and left the place at night, and that there is still owing to him the sum of EIGHTY AND NO /100 DOLLARS, and he was forced to employ an attorney to attempt to collect said money, and that said money is claimed as rent for said month, that is, the EIGHTY AND NO /100 (80.00) DOLLARS, plus a reasonable attorney's fee.

J. E. Luenberg
J.E. LUENBERG

Subscribed and sworn to before me this 26th day of June, 1964.

ATTACHMENT

The State of Alabama, {
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, J. E. LUENBERG

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that

GEORGE VAFINIS and EVANGELINE VAFINIS

are

~~justly~~ indebted to the Plaintiff, J. E. LUENBERG,

in the sum of ONE HUNDRED TEN & NO/100 (\$110.00)-----Dollars, and

J. E. LUENBERG

having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of

GEORGE VAFINIS and EVANGELINE VAFINIS

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said

County, on-----Monday of-----1964-----

next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 14 day of May A. D., 1964...

Alice J. Duck Clerk.

Executed by attaching
1- Baldwin Sprigg Piano
Brown in color-

Fred Lihuf D.S.

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
By Seibert
Deputy Sheriff

Received 14 day of May 1964
and on 15 day of May 1964
I served a copy of the within attach
on Evangeline Vojinis

By service on _____

TAYLOR WILKINS, Sheriff
By Fred Lihuf D.S.
F. Lihuf

No. 6456

ATTACHMENT

J. E. Lueckling

Vs. { ATTACHMENT

George Vojinis
Evangeline Vojinis

Issued _____, 195

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