

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon John E. Myracle and Margaret Myracle to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of M. L. Smith and Mrs. M. L. Smith.

WITNESS my hand this 12th day of January, 1965.

Alice J. Luck
Clerk

Defendants' address is General Gibson Drive,
Spanish Fort, Alabama.

* * * * *

M.L. SMITH and
MRS. M. L. SMITH,

Plaintiff,

VS.

JOHN E. MYRACLE and
MARGARET MYRACLE,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW
6359

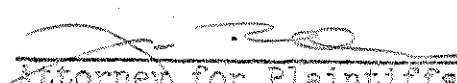
COMPLAINT

The plaintiffs claim of the defendants the sum of One Hundred Fourteen and 37/100 Dollars (\$114.37) for that heretofore on to-wit, June 8, 1962, the defendants entered into a written lease with the plaintiffs by and through Mrs. James C. Jay as agent of the plaintiffs whereby the defendants agreed to lease from the plaintiffs a dwelling house situated at 265 Chidester Avenue, Mobile, Alabama, for the sum of Twelve Hundred Dollars (\$1200.00) which was payable by monthly installments of \$100.00 each, the first of which became due and payable on July 1, 1962, and the balance of said payments on the 1st day of each month thereafter. Plaintiffs aver that the defendants removed from the said residence and abandoned the said lease on or about August 9, 1962, and the plaintiffs by vigilant effort were able to re-rent the said property on to-wit,

August 20, leaving a balance due of the rent for August, 1962, in the amount of \$61.37; plaintiffs were forced to trim the shrubbery and clean the yards in and about the said dwelling to put it in the same order as when the premises were leased to the said defendants which costs the plaintiffs \$24.00 and which was a reasonable and proper amount for trimming the shrubbery and cleaning the said yards; the plaintiffs paid the sum of \$14.00 for cleaning the inside of the said house which was a reasonable and proper sum; the plaintiffs paid \$40.00 to repaint the kitchen and breakfast room because of smoke damage which was not due to normal wear and tear. Plaintiffs aver that in and by the terms of the said lease the defendants agreed to pay any and all of the above amounts and which the plaintiffs hereby claim. Plaintiffs further aver that in and by the terms of the said lease agreement the said defendants agreed to pay a reasonable attorney's fee in the event of an employment of an attorney for the collection of any amount due under the said lease, which attorney's fee the plaintiffs aver to be \$35.00 and which they herewith claim.

A copy of the said lease agreement is attached hereto marked Exhibit "A" and made a part hereof as though fully incorporated herein.

FILED
JAN 12 1965
ALICE L. DUCK, CLERK
REGISTER


Attorney for Plaintiffs

1. Tenant has access and use of double garage at 263 Chidester.
[Lessor has articles stored overhead in garage]
In the event 263 Chidester should be sold, a 30 day notice will be given to vacate said garage and a reduction of \$10.00 per month on rent will be allowed.
2. Tenants in duplex at rear of 263 Chidester are to have use of driveway. No one is to park in driveway at any time.
3. Driveway at 263 Chidester is for tenants at 263 Chidester only.
4. The door to attic is locked, not usable by lessee.
5. Lessee agrees to give 30 days notice before vacating premises.
6. A deposit of \$25.00 is required as guarantee:
 - A. The conditions of this lease will be adhered to until said premises is vacated by lessee.
 - B. Premises will be left in good order as found when occupancy of said property was commenced.
 - C. Lessee will care for yards and shrubbery.
 1. Clean or have yards cleaned every two weeks.
 2. Trim shrubbery every three months.
 3. Spray and fertilize camelias and azaleas when needed.

STATE OF ALABAMA

MOBILE COUNTY

THIS LEASE, made this

Eight

day of June

1962

between Rev. & Mrs. M.B. Smith

, party of the first part, hereinafter

called lessor, by Mr. & Mrs. Jimmy Jayas agents of the lessor, and Mr. & Mrs.John Myrick

, 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, to-wit:

265 Chidester Ave.

for occupation by the lessee as

a dwelling only

and for no other different object or purpose, for and during the term of

Twelve months

to-wit: from

the 1st day of July, 1962, to the1stday of July, 1963

and the lessee shall not be liable for the value of said premises, provided the lessor shall exercise due diligence.

The lessor shall pay to the lessor or said Agents, at the office of said Agents, the sum of

Twelve Hundred00

Dollars, payable as follows:

monthly installments of One Hundred00

Dollars

each due and payable, respectively, on the

1stday of July, 1962, and on the1st

day of each month thereafter.

Private rent for June

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, at the option of the lessor, 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 again 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 execution of such 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 sub-lease or in any part or interest therein, without written consent of the lessor, hereon endorsed; and this lease, or any covenant or condition being terminated, to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said term, and in such order as to be ready for occupancy.

It is further understood and agreed that the lessor shall not be required to do any repairs upon the building hereby leased, unless as 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 and state, normal 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, or at any time prior to the expiration of said term, 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.

And the said lessee agrees that in the event the property hereby leased should be sold during the term of this lease, and the purchaser thereof should require possession thereof, to deliver possession of said property to said purchaser within sixty (60) days after receipt of written notice from the purchaser demanding possession of said property.

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 as 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 right 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 installments, 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, and the usual commissions to be paid the original agents by the original lessee on the amount of such rental, 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 improvements 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.

John E. Myracle
Lessee

Margaret Myracle
Lessee

Lessor

By *Mrs. James A. Jay*
As Agents

LEASE

\$ 102.00 ⁰⁰/₁₀₀

M. L. Smith
TO

John Myracle

From July 1, 1942

To July 1, 1943

(after this date
month to month
basis)

Official Lease

Mobile Real Estate Assn., Inc.

Printed and For Sale By
GULF PRINTING & STATIONERY COMPANY, INC.
Mobile - Alabama

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon John E. Myracle and Margaret Myracle to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of M. L. Smith and Mrs. M. L. Smith.

WITNESS my hand this 12th day of January, 1965.

Alice J. Clark
Clerk

Defendants' address is General Gibson Drive,
Spanish Fort, Alabama.

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M. L. SMITH and
MRS. M. L. SMITH,

Plaintiff,

VS.

JOHN E. MYRACLE and
MARGARET MYRACLE,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

6359

COMPLAINT

The plaintiffs claim of the defendants the sum of One Hundred Fourteen and 37/100 Dollars (\$114.37) for that heretofore on to-wit, June 8, 1962, the defendants entered into a written lease with the plaintiffs by and through Mrs. James C. Jay as agent of the plaintiffs whereby the defendants agreed to lease from the plaintiffs a dwelling house situated at 265 Chidester Avenue, Mobile, Alabama, for the sum of Twelve Hundred Dollars (\$1200.00) which was payable by monthly installments of \$100.00 each, the first of which became due and payable on July 1, 1962, and the balance of said payments on the 1st day of each month thereafter. Plaintiffs aver that the defendants removed from the said residence and abandoned the said lease on or about August 9, 1962, and the plaintiffs by vigilant effort were able to re-rent the said property on to-wit,

August 20, leaving a balance due of the rent for August, 1962, in the amount of \$61.37; plaintiffs were forced to trim the shrubbery and clean the yards in and about the said dwelling to put it in the same order as when the premises were leased to the said defendants which costs the plaintiffs \$24.00 and which was a reasonable and proper amount for trimming the shrubbery and cleaning the said yards; the plaintiffs paid the sum of \$14.00 for cleaning the inside of the said house which was a reasonable and proper sum; the plaintiffs paid \$40.00 to repaint the kitchen and breakfast room because of smoke damage which was not due to normal wear and tear. Plaintiffs aver that in and by the terms of the said lease the defendants agreed to pay any and all of the above amounts and which the plaintiffs hereby claim. Plaintiffs further aver that in and by the terms of the said lease agreement the said defendants agreed to pay a reasonable attorney's fee in the event of an employment of an attorney for the collection of any amount due under the said lease, which attorney's fee the plaintiffs aver to be \$35.00 and which they herewith claim.

A copy of the said lease agreement is attached hereto marked Exhibit "A" and made a part hereof as though fully incorporated herein.

FILED

JAN 12 1965

ALICE J. DUCK, CLERK
REGISTER


Attorney for Plaintiffs

1. Tenant has access and use of double garage at 263 Chidester.
(Lessor has articles stored overhead in garage)
In the event 263 Chidester should be sold, a 30 day notice will be given to vacate said garage and a reduction of \$10.00 per month on rent will be allowed.
2. Tenants in duplex at rear of 265 Chidester are to have use of driveway. No one is to park in driveway at any time.
3. Driveway at 263 Chidester is for tenants at 265 Chidester only.
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6. A deposit of \$25.00 is required as guarantee:
 - A. The conditions of this lease will be adhered to until said premises is vacated by lessee.
 - B. Premises will be left in good order as found when occupancy of said property was commenced.
 - C. Lessee will care for yards and shrubbery.
 1. Clean or have yards cleaned every two weeks.
 2. Trim shrubbery every three months.
 3. Spray and fertilize camelias and azaleas when needed.

STATE OF ALABAMA,
MOBILE COUNTY.

THIS LEASE, made this

Eight

day of June

1962

between Rev. & Mrs. M. B. Smith, party of the first part, hereinafter

called lessor, by Mr. & Mrs. Jimmy Jay as agents of the lessor, and Mr. & Mrs. John Myracle, 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.:

265 Chidester Ave.

for occupation by the lessee as a dwelling only and for no other different object or purpose, for and during the term of Twelve months to-wit: from the 1ST day of July, 1962, to the 1ST day of July, 1963 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

Twelve Hundred ⁴⁰/₁₀₀ Dollars, payable as follows:

By monthly installments of One Hundred ⁴⁰/₁₀₀ Dollars

each due and payable, respectively, on the 1ST day of July, 1962, and on the 1ST day of each month thereafter.

Pro rata rent for June

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, at the option of the lessor, 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 and 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.

And the said lessee agrees that in the event the property hereby leased should be sold during the term of this lease, and the purchaser thereof should require possession thereof, to deliver possession of said property to said purchaser within sixty (60) days after receipt of written notice from the purchaser demanding possession of said property.

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 as 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 right 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.

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

John E. Myracle Lessee
Margaret Myracle Lessee

Lessor
By *Mrs. James A. Jay* As Agents

LEASE

\$12.00 ⁰⁰/₁₀₀

M. L. Smith
TO

John Myracle

From July 1, 1942

To July 1, 1943

(after this date
month to month
basis)

Official Lease
Mobile Real Estate Assn., Inc.
Printed and For Sale By
GULF PRINTING & STATIONERY COMPANY, INC.
Mobile - Alabama

STATE OF ALABAMA)
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BALDWIN COUNTY)

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Alice J. Quark
Clerk

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MRS. M. L. SMITH,

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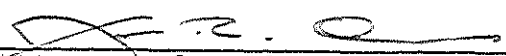
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FILED

JAN 12 1965

ALICE J. DUCK, CLERK
REGISTER

N. F.


Attorney for Plaintiffs

1. Tenant has access and use of double garage at 263 Chidester.
(Lessor has articles stored overhead in garage)
In the event 263 Chidester should be sold, a 30 day notice will be given to vacate said garage and a reduction of \$10.00 per month on rent will be allowed.
2. Tenants in duplex at rear of 265 Chidester are to have use of driveway. No one is to park in driveway at any time.
3. Driveway at 263 Chidester is for tenants at 265 Chidester only.
4. The door to attic is locked, not usable by lessee.
5. Lessee agrees to give 30 days notice before vacating premises.
6. A deposit of \$25.00 is required as guarantee:
 - A. The conditions of this lease will be adhered to until said premises is vacated by lessee.
 - B. Premises will be left in good order as found when occupancy of said property was commenced.
 - C. Lessee will care for yards and shrubbery.
 1. Clean or have yards cleaned every two weeks.
 2. Trim shrubbery every three months.
 3. Spray and fertilize camelias and azaleas when needed.

STATE OF ALABAMA,

MOBILE COUNTY.

THIS LEASE, made this

Eight

day of June

1962

between Rev. & Mrs. M. B. Smith

, party of the first part, hereinafter

called lessor, by

Mr & Mrs Jimmy Jay

as agents of the lessor, and

Mr & Mrs

John Myracle, 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.:

265 Chidester Ave.

for occupation by the lessee as

a dwelling only

and for no other different object or purpose, for and during the term of

Twelve months

to-wit: from

the 1ST day of July, 1962, to the1ST day of July

1963

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

Twelve Hundred

20

100

Dollars, payable as follows:

By monthly installments of

One Hundred

20

100

Dollars

each due and payable, respectively, on the

1ST

day of

July

1962, and on the

1ST

day of each month thereafter.

Pro rata rent for June

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, at the option of the lessor, 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 and 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.

And the said lessee agrees that in the event the property hereby leased should be sold during the term of this lease, and the purchaser thereof should require possession thereof, to deliver possession of said property to said purchaser within sixty (60) days after receipt of written notice from the purchaser demanding possession of said property.

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 as 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 right 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 installments, 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, and the usual commissions to be paid the original agents by the original lessee on the amount of such rental, 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 improvements 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.

John E. Myracle
Lessee

Margaret Myracle
Lessee

Lessor

By *Mrs. James A. Jay*
As Agents

LEASE

\$ 100.00 *cc*

513

M. L. Smith
TO

John Myracle

From July 1, 1942

To July 1, 1943

(after this date
month to month
basis)

Official Lease
Mobile Real Estate Assn., Inc.

Printed and For Sale By
GULF PRINTING & STATIONERY COMPANY, INC.
Mobile - Alabama

6359

M. L. Smith &
Mrs. M. L. Smith
Pltfs.

vs -

John E. Myracle &
Margaret Myracle
Defts.

FILED

JAN 12 1965

ALICE J. DICK, CLERK
REGISTER

James R. Owen

Received 12 day of Jan 65
on day of 1965
received a copy of the will of
John E. Myracle
Margaret Myracle
WILKINS, Sheriff

Received 15 day of Jan 65
Not found in my county clerk's office
quity.

Randall