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 22 day of January, 1965.

Wie Aclerk

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

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

Plaintiff,

V5.

JOHN E. MYRACLE and MARGARET MYRACLE,

Defendants.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

> 4T 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 triming 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.



Actorney for Plaintiffs

- A. Tement has access and use of double garage at 263 Chidester.

  [Lossor has articles stored overhead in garage)

  In the event 263 Chidester should be sold, a 30 day active will be given to vacate maid parage and a reduction of \$10,00 per mouth on rest will be allowed.
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700 (100 100 100 100 100 100 100 100 100	en grande kanta Kanadasah Universida	not us will Agents, at a	the office of suid Agents, the	essent of Lead Dollar, p	ayable as follows:
San of such month	theratur.				

And the lesses further coverants and agrees that if the iones should at my time, during the continuance of this lease, remove or stating to remove, or statings as intention to remove the goods, fastiture effects, improvements and property brought become, over of or from and property brought because of the form and property brought stating the tend of the fast which shall become during the tend of the fast which shall become during the tend of the fast which shall be come and granded, or if a patient of the fast of fast by or against the said leave of an analytic of the fast of fast of fast or against the said leave of an analytic of the fast of fast of fast or against the said fast of the fast of fast of fast or against the said fast of the fast of fast of fast or against the said fast of the fast of the fast of fast of the fast of th

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And the leases arress to comply with all the liws and ordinances of the City of Mobile in regard to musances, in so far as the leaded premises hereby let, and the streets and alleys bounding the same, are concerned, and that the leases will by no act or strains and or the leases like for any violation of such city laws or ordinances. The leases agrees to replace all glass broken, to the layer of the lease agrees to replace all glass broken, to the layer of the leases agrees to replace all electrical apparatus in society permits an excess of croparty, nor sides the manual the control of the leases the leases the control of the lease that the companies of the lease that the companies.

If in justice present and agreed that the emercial not be required to do any attract upon the building hereby based, orders as a fall had each speed as writing at the communication of this base, her is the lease stable for any breakage, or getting out of order at the tracter pipes, water closest or other pipebing, but on the contrary, the leases shall keep the same in such repair as is required by the contrary least of old city and early, neutral wear and there examples.

It is entired an activated and speed that the issue chall not be hable for any change which may accres on account of any descript and speed as a summary than shall be construed as a warranty than shall present a speed for the speed purpose for which they are because had the issue the right during this track will previous for the construed as a purpose for which they are because the issue the right during this track will not import by his areliff or agents, and purpose at purpose the construed to the construction of purposes.

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And the said lessee agrees that in the event the property hereby lessed should be said during the term of this lesse, and the purchaser within sinty (60) days extensive thereof, to deliver possession of said property to said purchaser within sinty (60) days extensive to written action 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 pulit for passels on of usid producty, or for advice or service inchests to the brench of any other condition of this lease by the lease, or example the tank the furniture and effects of the lease, or legal process being assent a pulsation for the desired, and the lease agrees to pay and shall be traced with a reasonable activities and process to pay and shall be traced with a reasonable activities and paying the process to pay and shall be traced with a reasonable activities and paying the paying the

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 bereby 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 lessoe hereby waives all right which lesses 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 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 untenantable 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 by the original lessee on the amount of such rental, except upon express agreement to the contrary.

In the event this lessee renews this lesse 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 lesse or term, until all indebtedness under said previous lesse 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.

Margaret Myracles
Lessor

By Disso German & Jan

As Agents

LEASE

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 12 day of January, 1965.

alie Volerk

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

## COMPLAINT

The plaintiffs claim of the defendants the sum of One Hundred Fourteen and 37/100 Bollars (\$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 Bollars (\$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 triming 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.



Attorney for Plaintiffs

- 1. Temant 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 duples 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 usuable by lessee.
  5. Sessee 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 adheared to until said premises is vacated by lessee.
  - B. Premises will be left in good order as found when occupancy of said property was commensed.
  - C. Lessee will care for yards and shrubbery.
    - Clean or have yards cleaned every two weeks.
       Trim shrubbery every three months.
      - Irim shrubbery every three mounts.
         Spray and fertilize camelias and azaleas when needed.

STATE OF ALABAMA, THIS LE	EASE, made this En	chil day	of June	19 6 3
between Rev. + Mrs.	Mb. Smith	, pa	uty of the first p	art, bereinafter
called lessor, by Mo & Mrs			mo + D	715
John Myracle		, party of the second	part, bereinafter c	alled the lessee.
WITNESSETH: That the lessor de	oes hereby lease and rent u	nto the lessee, the following	g premises in the	City of Mobile,
Alabama, viz.: 265 C	chidostes	Ave.		
for occupation by the lessee as 🛭 💆	Lwelling on		\ \ \	
and for no other different object or purpose,	for and during the term of	Twelve p	PONTHS	to-wit: from
the 15T day of Jaly	, 1962 to the	day of	July	1963
and the lessor shall not be limbs for the fall	A 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	· · · · · · · · · · · · · · · · · · ·		e due diligence.
The lessee agrees to pay to the lessor				
Twelve Hawleed	and the second s			
By Menthly Installant	· Dre Hu	rdied c		Dollars
each due and payable, respectively, on the	15T dam of	July 10	6 Zand on the	151
	C	<u> </u>	Table and the mean	
day of each month thereafter.  Provata vent	- for June			
		Section of the sectio		

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 tull 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 a such case, or upon the happening of any one or more of such cases, the whole remt 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 underlesses or let said premises, or any part or interest therein, without written consent of the lessor, hereon endorsed; and this lease, or any remember 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 two sampted.

It is further understood and agreed that the lessor shall not be required to do any repairs upon the building hereby leased, waters 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 kereunder, 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 bankruptey 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 lessehold 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 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 lesser 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 rent for the unexpired term of said installment period, shall be due and payable as liquidated damages for the breach of the conditions

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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 lesser, this contract shall continue in full force under all terms, conditions and covenants here and above set out.

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

Official Lease Real Estate Asso.,

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 22th day of January, 1965.

allice Scherk luck

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

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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 triming 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

AINE & MUK, CLERK REGISTER

N.F

- 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 rest will be allowed.
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5.

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    - 1. Clear or have yards cleaned every two weeks.
    - 2. Trim shrubbery every three months.
    - 3. Spray and fertilize camelias and azaleas when needed.

privata vent for

day of each month thereafter.

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 one and payable, at the option of 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 zame, 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 undersewal thereof being terminated, to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said terms, assured wear and tear emergency.

It is further understood and agreed that the lessor shall not be required to do any repairs upon the building hereby leased, unless of 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 or 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 count of bankruptcy proceedings by or against lessee, or legal process being issued against the furniture and effects of the lessee, teated upon the leased premises, or the lessehold interest of the lessee, the lessee agrees to pay and shall be taxed with a reasonable thorney's fee, which fee shall be a part of the debt evidenced and secured by this lesse. for posse

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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 demages that the lessor may suffer, either by the failure to surrender quiet and peaceable possession of said premises as aformaid, or for any damages whatsoever which may be awarded the lessor under this lease, the lessoe 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 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 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 untenantable 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 lesser only, and the usual commissions to be paid the original agents by the original lesses on the amount of such restal, 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.

Lessor As Agents

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