

**E. G. RICKARBY**

392 FAIRHOPE AVENUE  
FAIRHOPE, ALABAMA 36532

February 19, 1965

Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

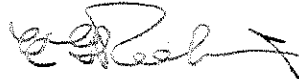
Inre: Hiway 90 West Development Corporation  
Vs: Richard Marra  
Our File: 64-344

With this we are handing you publication to be made against Mr. Marra. There are two Code Sections that cover this. I picked this form up out of Jones Legal; but Jones Legal Forms seem only to comply with Section 852 while Section 204 of 7 requires posting at the Court House door, and is clearer.

I, therefore, changed the form to that extent. I am also amending by adding Mrs. Marra as a party defendant as you will see by the enclosed Summons and Complaint.

Please process and oblige.

Yours very truly,



EGR/jlb

Encls.

2-27-65

cc: Hiway 90 West Development Corp.

*Please fill in date  
when attached was  
executed -*

E. G. RICKARBY

392 FAIRHOPE AVENUE  
FAIRHOPE, ALABAMA 36532

January 30, 1965

Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Hiway 90 West Development Corp.  
Vs: Richard Marra  
Our File: 64-334

With this, on the 30<sup>th</sup> day of January, I am handing you  
Attachment in suit of Highway 90 West Development Corpora-  
tion vs. Marra. Please mark same filed today.

Included herewith are Affidavit for Attachment showing  
Defendant is a non-resident of the State of Alabama and  
we elect not to give bond in this Attachment, and also  
Summons and Complaint.

Please process immediately and oblige.

Yours very truly,

EGR/jlb  
Encls.  
2-10-65  
cc: Mr. Maury Friedlander

FILED

JAN 30 1965

ALICE L. DUCK, CLERK

**E. G. RICKARBY**

392 FAIRHOPE AVENUE  
FAIRHOPE, ALABAMA 36532

February 19, 1965

Honorable Taylor Wilkins  
Sheriff, Baldwin County  
Bay Minette, Alabama

Dear Taylor:

Inre: Hiway 90 West Development Corporation  
Vs: Richard Marra  
Our File: 64-344

With this Mrs. Duck is handing you Summons & Complaint  
against Mrs. Marianna Marra. Mrs. Marra lives at Citronelle  
and I think the house is owned by Mrs. Sanders.

She is well known there and owns her own home. Please send  
over to Mr. Ray Bridges for service.

Yours very truly,



EGR/jlb  
2-27-65

cc: Hiway 90 West Development Corp.

HIWAY 90 WEST DEVELOPMENT  
CORPORATION, A Corporation,

Plaintiff,

VS.

RICHARD MARRA, AND  
MARIANNA MARRA,

Defendants,


IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

MOTION TO AMEND

Comes the Plaintiff in the above styled cause and asks  
leave to amend his Summons and Complaint in the above styled  
cause by adding the name of MARIANNA MARRA as party defendant.

  
\_\_\_\_\_  
E. G. RICKARBY,  
Attorney for the Plaintiff.

FILED  
Feb 24 6:55  
ALICE J. DICKSON  
CLERK  
BALDWIN COUNTY, ALA.

HIWAY 90 WEST DEVELOPMENT  
CORPORATION, A Corporation,

Plaintiff,

VS

RICHARD MARRA and MARIANNA  
MARRA,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW.

A M E N D E D  
C O M P L A I N T

Count I.

The Plaintiff claims of the Defendants the sum of ONE  
THOUSAND NINE HUNDRED FIFTY-FIVE AND NO/100 (\$1,955.00 DOLLARS,  
the rent for a tract of land, viz:


From the centerline at the West end of the North  
Highway Bridge on U. S. Highway 90 of Blakeley  
River, run North 108 feet to a point on the North  
right-of-way line of said Highway, thence run West-  
wardly along said right-of-way line 3906.39  
feet to the point of beginning, said point  
3328.2 feet Eastwardly along said right-of-way  
line from a stake at the intersection of the  
North right-of-way line with the East line of the  
Aplaachee River, all as shown by plat of survey  
by William B. Irby, dated November 6, 1954,  
Run thence Northwardly and at right angles  
to the North line of said right-of-way 200.0  
feet to a point, thence Westwardly along a line  
parallel with the North line of said right-of-  
way 200.0 feet to a point, thence South 200.0  
feet to said North right-of-way line, thence  
Eastwardly along said North right-of-way line  
200.0 feet to the point of beginning;

and improvements thereon demised by the Plaintiff to the Defend-  
ants, on, to-wit, the 2nd day of November, 1964, said unpaid  
rent commencing on the 1st day of December, 1964, and ending on  
the 1st day of February, 1965.

And the Plaintiff avers that the Defendants did, on the  
2nd day of November, 1964, sign a lease wherein they agreed,  
"In the event of employment of an attorney for the collection of  
any amount due hereunder..... 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  
the Plaintiff claims said attorney's fee in the sum of TWO  
HUNDRED FIFTY-FIVE AND NO/100 (\$255.00) DOLLARS, which is included  
in the above.

The Plaintiff further alleges that under the terms of said lease, the Defendants did agree as follows, "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." And the Plaintiff asks for judgment with a waiver of exemption.

WHEREFORE, Plaintiff sues.

  
\_\_\_\_\_  
E. G. RICKABY,  
Attorney for Plaintiff

AMENDED

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. \_\_\_\_\_

TERM, 19\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon RICHARD MARRA and MARIANNA MARRA

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 RICHARD MARRA  
and MARIANNA MARRA

Defendant S

by HIWAY 90 WEST DEVELOPMENT CORPORATION, a corporation,

Plaintiff

Witness my hand this 24 day of February 1965

Deirdre H. H. H. H. Clerk

No.

FER

Page

220.6378

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

IWAY 90 WEST DEVELOPMENT  
CORPORATION, a corporation,

vs.

Plaintiffs

RICHARD MARRA &

MARIANNA MARRA

Defendants

SUMMONS and COMPLAINT

Filed

, 19

Clerk

When the left this  
check said they  
was going to  
the bank

E. G. Rickarby

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Mrs. Marana Marra  
Citronelle, Alabama

RECEIVED IN OFFICE

, 19

Sheriff

I have executed this summons

this

by leaving a copy with

, 19

Sheriff

Deputy Sheriff



C-0-1-4  
No. FER

Page 2206378

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

IWAY 90 WEST DEVELOPMENT

CORPORATION, a corporation,

Plaintiffs

vs.

RICHARD MARRA &

MARIANNA MARRA

Defendants

SUMMONS and COMPLAINT

Filed \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, Clerk

*When the left this  
address said they  
were going to  
Alia (all)*

E. G. Rickarby

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

*Mrs. Mariana Marra*  
Citronelle, Alabama

RECEIVED IN OFFICE

\_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_, Sheriff

I have executed this summons

this \_\_\_\_\_, 19\_\_\_\_

by leaving a copy with

\_\_\_\_\_, Sheriff

\_\_\_\_\_, Deputy Sheriff

TELEPHONE 928-9836

LAW OFFICES

**E. G. RICKARBY**

392 FAIRHOPE AVENUE  
FAIRHOPE, ALABAMA 36532

P. O. BOX 471

March 10, 1965

Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Hiway 90 West Development Corp.  
Vs: Richard Marra  
Our File: 64-344  
Case No. 6378

Enclosed find demurer. Please process.

Yours very truly,



EGR/jlb

Encl.

cc: J. Connor Owens, Jr.  
3-25-65

ATTACHMENT

THE STATE OF ALABAMA,  
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, E.G. Rickarby

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

RICHARD MARR

is justly indebted to the Plaintiff Hiway 90 West Development Corporation

in the sum of One Thousand Nine Hundred Fifty-Five and no/100 (\$1,955.00) Dollars, and

E.G. Rickarby

Defendant non-resident- no

having made affidavit ~~and given bond~~ bond

required,

as required by law, in such cases, you are hereby commanded to attach so much of the estate of

Richard Marr

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 futher 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  
within 30 from service hereof,

County, on \_\_\_\_\_ Monday of \_\_\_\_\_ 19 \_\_\_\_\_

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

WITNESS, my hand, this 30 day of January A. D., 1965

Alice J. Duck Clerk.

STATEMENT

# THE FAIRHOPE COURIER

Eastern Shore Publishers, Inc.

P. O. BOX 549

COMMERCIAL PRINTING

FAIRHOPE, ALA., March 18, 1965

Mrs. Alice J. Stuck  
Register  
Bay Minette, Ala.

Legal Notice Re: Highway 90 Dev. Corp.  
vs. Richard Marra  
412 words 3 times March 4-11-18, 1965

2060

HIWAY 90 WEST DEVELOPMENT  
CORPORATION, A Corporation,

Plaintiff,

VS.

RICHARD MARRA,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW.

No. 6378

C O M P L A I N T

Count I.

The Plaintiff claims of the Defendants the sum of ONE  
THOUSAND NINE HUNDRED FIFTY-FIVE AND NO/100 (\$1,955.00) DOLLARS,  
the rent for a tract of land, viz:

From the centerline at the West end of the North Highway Bridge on U. S. Highway 90 of Blakeley River, run North 108 feet to a point on the North right-of-way line of said Highway, thence run Westwardly along said right-of-way line 3906.39 feet to the point of beginning, said point 3328.2 feet Eastwardly along said right-of-way line from a stake at the intersection of the North right-of-way line with the East line of the Apalachee River, all as shown by plat of survey by William B. Irby, dated November 6, 1954. Run thence Northwardly and at right angles to the North line of said right-of-way 200.0 feet to a point, thence Westwardly along a line parallel with the North line of said right-of-way 200.0 feet to a point, thence South 200.0 feet to said North right-of-way line, thence Eastwardly along said North right-of-way line 200.0 feet to the point of beginning;

and improvements thereon demised by the Plaintiff to the Defendants on, to-wit, the 2nd day of November, 1964, said unpaid rent commencing on the 1st day of December, 1964, and ending on the 1st day of February, 1965.

And the Plaintiff avers that the Defendants did, on the 2nd day of November, 1964, sign a lease wherein they agreed, "In the event of employment of an attorney for the collection of any amount due hereunder..., 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 the Plaintiff claims said attorney's fee in the sum of TWO HUNDRED FIFTY-FIVE AND NO/100 (\$255.00) DOLLARS, which is included in the above.

The Plaintiff further alleges that under the terms of said lease, the Defendants did agree as follows, "And as a part

of the consideration of this lease, and for the purpose of secur-  
ing to the lessor prompt payment of said rent as hereby stipu-  
lated 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." And the  
Plaintiff asks for judgment with a waiver of exemption.

WHEREFORE, Plaintiff sues.

  
\_\_\_\_\_  
E. G. RICKARBY,  
Attorney for Plaintiff.

FILED

JAN 20 1911

ALICE L. DICK, CLERK  
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon RICHARD NARRA

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 RICHARD  
NARRA, Defendant<sup>s</sup>.....

by HIWAY 90 WEST DEVELOPMENT CORPORATION, a corporation,

Plaintiff.....

Witness my hand this 30 day of Jan 19 65

W. J. Newell, Clerk

2024  
per  
No. ....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

HISAY 90 WEST DEVELOPMENT

CORPORATION, A Corporation,

Plaintiffs

vs.

RICHARD MARR

*Citronella*  
Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

JAN 30 1995

..... Clerk

*Not known at Citronella*  
E. G. Rickarby

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
Marianna Marra - 2024 Halle  
Mill Road, Mobile, Ala.

Richard Marra, c/o County Jail  
Bay Minette, Ala.

Received In Office

..... 19.....

..... Sheriff

I have executed this summons

this ..... 19.....

by leaving a copy with

Returned ..... day of ..... 19.....

Not found in my county after diligent search and in  
quiry.

*Taylor Wilkins* Sheriff

By

Deputy Sheriff

..... Sheriff

..... Deputy Sheriff



HIWAY 90 WEST DEVELOPMENT  
CORPORATION, A Corporation,

Plaintiff,

VS.

RICHARD MARRA,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW.

NOTICE OF ATTACHMENT Under Section 204 of Title 7 & Section  
852 of Title 7.

Whereas, the plaintiff, HIWAY 90 WEST DEVELOPMENT CORPORATION, A Corporation, in the above stated cause, commenced this action at law by suing out an attachment against the estate of the defendant, RICHARD MARRA; and whereas, said writ of attachment was executed by the Sheriff of Baldwin County, Alabama, on the 15 day of Feb., 1965, by levying upon the following described property of the defendant, RICHARD MARRA, to-wit:

- 1 Lot dry groceries and paper goods
- 2 20 gallon garbage cans
- 1 8 foot step ladder
- 1 Lot of pots and pans and boilers
- 1 Lot of China dishes
- 1 Toaster, Sunbeam
- 2 Frying baskets
- 1 Lot of knives, forks and spatulas
- 1 Lot of glasses
- 9 Dish baskets, plastic
- 1 Lot frozen foods, Seafoods and meats
- 4 Dishwashing racks
- 1 Lot Stainless steel silverware, knives, forks & spoons
- 10 plastic serving trays
- 12 Tray stands
- 18 Planter bowls
- 1 Perlick Draft beer dispenser
- 3 Bunn Omatic coffee makers
- 2 Corey hot plates
- 1 Lot cups and saucers
- 1 Neon sign on top of building
- 1 8 foot Formiker counter
- 1 Lot bread baskets, straw
- 1 Meat block
- 1 Meat slicer
- 4 Metal coffee pots
- 4 Glass coffee pots
- 1 Columware Tea dispenser
- 1 Lot ashtrays
- 1 Lot candy and cigars
- 1 Lot salt and pepper shakers
- 1 Lot sugar - trays
- 5 Water pitchers
- 2 Syrup pitchers
- 2 Vinegar pitchers - cruet

And, whereas the said defendant is a nonresident of the State of Alabama and that the place of residence and post office address of said defendant is unknown and process cannot be personally served upon him by the Sheriff; Now, therefore, the defendant, RICHARD MARRA, is hereby notified of the issuance of said attachment and the execution thereof, and the commencement of said suit, and to be and appear if he thinks proper, to defend said suit at the present term of said Court and within thirty days after this notice by publication is completed. It is further ordered that this notice be published once a week for three (3) consecutive weeks in the Fairhope Courier, and a copy of said notice shall be posted at the Court house.

Witness my hand, this the 24 day of February, 1965.

  
ALICE DUCK, Clerk.

HIWAY 90 WEST DEVELOPMENT  
CORPORATION, a Corporation,

Plaintiff,

VS.

RICHARD MARRA and MARIANNA  
MARRA,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW.

ORDER FOR IMMEDIATE SALE

This matter coming on to be heard on sworn Petition of the Plaintiff showing that the property under attachment of this Court is perishable or the expenses of keeping the same is great the matter having been duly considered by the Court, it is therefore:

ORDERED, ADJUDGED and DECREED that the property under attachment by this Court be sold forthwith by the Sheriff after giving notice of the property to be sold and time and place of sale thereon by *posting notice on building and giving notice to two restaurant owners*

and the proceeds of the sale reported to this Court to await the determination of the case.

Done this the 11<sup>th</sup> day of February, 1965.

*William J. Mashburn*  
WELFAIR J. MASHBURN, JR.,  
Judge.

1965 FEB 11 PM 10:00

for distribution of the court  
to wit: 7.0000. Clerk of the court of said case  
himself do meet with said court and present \$2000.00  
to the court and the court said case \$2000.00 and the  
said court said case \$103.00. If the court ordered  
complaint. The complaint was filed against the  
case against the court was ordered by the court  
believe the court said case against the court  
and the complaint was ordered by the court  
said case to be paid. The court said case  
said case of the complaint against the court  
to the court said case on the court of the  
by the court of the court said case.

J. CONNOR OWENS, JR.  
ATTORNEY AT LAW  
DAHLBERG BUILDING  
P. O. BOX 729  
BAY MINETTE, ALABAMA

June 25, 1965

Mrs. Alice J. Duck, Clerk  
Circuit Court of Baldwin County  
Bay Minette, Alabama

Dear Mrs. Duck:

Subject: Highway 90 Development Corporation vs. Marra

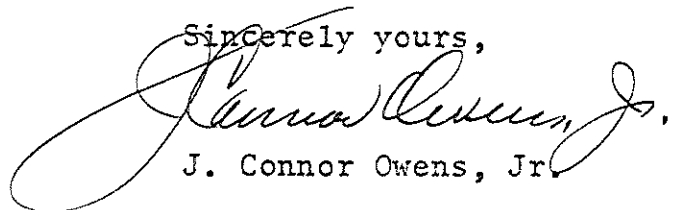
This is with reference to the above matter in which Royal Cup, Inc., intervened as a party claimant to certain properties sold in the above styled matter.

This is to advise you that an agreement has been reached by the Intervenor, Royal Cup, and all of the property claimed by Royal Cup has been returned to it.

We therefore request that the Petition for Intervention be dismissed, and insofar as Royal Cup is concerned the money might be disbursed to the claimant in the suit for we have no further interest in the matter.

Thank you for your aid and consideration.

Sincerely yours,



J. Connor Owens, Jr.

JCO:bw  
CC: Mr. Elliot G. Rickarby  
Attorney at Law  
Fairhope, Alabama

HIWAY 90 WEST DEVELOPMENT  
CORPORATION, A Corporation,

Plaintiff,

VS.

RICHARD MARRA and MARIANNA  
MARRA,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW.

6278


Comes the Plaintiff by its President, ARTHUR OLENSKY, and respectfully shows to the Court the following facts:

That this action is a suit for rent against the Defendant, who has left the State of Alabama, and the Plaintiff is unable to obtain service on him; and that the property of the Defendant in the rented premises is attached and has been abandoned by the Defendant.

Plaintiff further shows that this property is mostly groceries and frozen perishable foods. Much of this property is shrimp, steaks, etc..., and to keep the same from spoiling, the Plaintiff had to arrange for electricity to keep the refrigerators in operation so that it won't spoil immediately.

Other property is dry groceries which will mildew and become stale and infested with bugs; other property, although not perishable by nature, is such that the cost of keeping same is prohibitive in that not being able to assume control of same, the Plaintiff has to keep them in the rented premises; and the rental value of these premises makes the expense of keeping said property very great (the rental value of this property is \$850.00 per month or \$28.00 per day).

WHEREFORE the Plaintiff prays that the Court will take cognizance of the facts herein alleged and verified by affidavit and order said property sold and the money impounded to await the action of this Court at trying said case.

  
E. G. RICKARBY, Attorney for  
Plaintiff

FILED

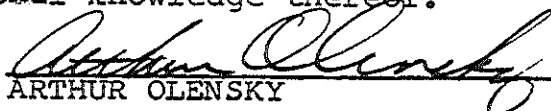
FEB 11 1965

ALICE J. DUCK, CLERK  
REGISTER

STATE OF ALABAMA


COUNTY OF BALDWIN

Before me, the undersigned notary public, personally appeared ARTHUR OLENSKY, who being first duly sworn, deposes and says that the facts alleged in the foregoing petition are true and that he has a personal knowledge thereof.

  
ARTHUR OLENSKY

Subscribed and sworn to before me this the 11<sup>th</sup> day of

Feb, 1965.

  
Notary Public, Baldwin County,  
Alabama.

FILED  
FEB 11 1965  
ALICE L. DUCK, CLERK  
REGISTER

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW.

AT LAW.

6378

ORDER FOR IMMEDIATE SALE

This matter coming on to be heard on sworn Petition of the Plaintiff showing that the property under attachment of this Court is perishable or the expenses of keeping the same is great the matter having been duly considered by the Court, it is therefore:

ORDERED, ADJUDGED and DECREED that the property under attachment by this Court be sold forthwith by the Sheriff after giving notice of the property to be sold and time and place of sale thereon by *posting notice on building and giving notice to two restaurant owner.*

and the proceeds of the sale reported to this Court to await the determination of the case.

Done this the 11<sup>th</sup> day of February, 1965.

J. Ashby Mashburn  
TELEFAIR J. MASHBURN, JR.,  
Judge, etc.

7-11-68

1965

FILE 1 1934 CLERK REGISTER

STATE OF ALABAMA, }  
MOBILE COUNTY. }

THIS LEASE, made this 2nd

day of November 1964

between Hiway 90 West Development Corporation, party of the first part, hereinafter called lessor, by Arthur Olensky as agents of the lessor, and Richard Marra and Marianna Marra, party of the second part, hereinafter called the lessee.

WITNESSETH: That the lessor does hereby lease and rent unto the lessee, the ~~XXXXXX~~ premises in ~~the City of Mobile~~ ~~XXXXXX~~ Baldwin County, Alabama, legal description of which is attached hereto as Exhibit "A", subject, however, to those easements as shown in Exhibit "B", and the personal property shown in Exhibit "C", all of which are attached hereto and made a part hereof as though fully set out herein.

for occupation by the lessee as a restaurant

and for no other different object or purpose, for and during the term of ten (10) years to-wit: from

the 1st day of November, 1964, to the 31st day of October, 1974

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

The lessee agrees to pay to the lessor or said Agents, at the office of said Agents/ ~~the~~ sum of One hundred two thousand and 00/100 (\$102,000.00) Dollars, payable as follows:

By monthly payments of Eight Hundred Fifty and 00/100 (\$850.00) Dollars or five (5%) per cent of the gross income for the next immediately preceding month, whichever is greater, each/ due and payable, respectively, on the 1st day of November, 1964, and on the 1st day of each month thereafter

The Lessee covenants and agrees to obtain liability insurance covering all liability of the Lessor as a result of food poisoning or personal injury occurring on or about the said premises, and to furnish proofs of said insurance to the Lessor.

The Lessee will not remove any personal property from the premises without consent of the Lessor, whether title to the property be in Lessor, lessee or another.

The Lessee agrees to place in escrow with the Lessor and the Lessor to hold as an escrow agent the sum of Eight Hundred Fifty and 00/100 (\$850.00) Dollars, to be applied as the rent for the last month of occupation of the premises under this lease or any extension or renewal thereof.

The lessee may, at the expiration of the term of this lease, at his option, renew this lease for the additional term of five years, upon giving to the lessor 90 days written notice, provided, however, that the rental for this extended period shall be the sum of One Thousand Twenty and 00/100 (\$1,020.00) Dollars per month or five (5%) per cent of the gross receipts for the next immediately preceding month, whichever is greater. (See Exhibit D. Additional Covenants)

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 on 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 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 Baldwin County 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 lessee agrees to indemnify the lessor for any and all damages, including reasonable attorney's fees, which may be incurred by the lessor in connection with the enforcement of this lease, or in connection with 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.~~

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.



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 the 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.

Richard Kawa

Lessee

Marianna T. Barra

Lessee

HILWAY FINEST DEV. CORP

**Lessor**

By Arthur Cleary PRES Lessor  
As Agent

As Agents

162

# LEAS

— 3 —

# Of

## From

**To**

**Official Lease  
Mobile Real Estate Assn., Inc.**

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

EXHIBIT "A"

From the centerline at the west end of the North Highway Bridge on U.S. Highway 90 of Blakley River, Run North 108 feet to a point on the North right-of-way line of said Highway, thence run Westwardly along said right-of-way line 3906.39 feet to the point of beginning, said point 3328.2 feet Eastwardly along said right-of-way line from a stake at the intersection of the North right-of-way line with the East line of the Apalachee River, all as shown by plat of survey by Willaim B. Irby, dated November 6, 1954. Run thence Northwardly and at right angles to the North line of said right-of-way 200.0 feet to a point, thence Westwardly along a line parallel with the North line of said right-of-way 200.0 feet to a point, thence South 200.0 feet to said North right-of-way line, thence eastwardly along said North right-of-way line 200.0 feet to the point of beginning.

EXHIBIT "B"

STATE OF ALABAMA:

COUNTY OF MOBILE:

KNOW ALL MEN BY THESE PRESENTS that Causeway Howard Johnson, Inc. and Loyal American Life Insurance Co., Inc., the grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations hereby acknowledged to have been paid to the said grantors by Bayside Motel Corporation, the grantee, do subject to the matters and things hereinafter set forth, hereby grant to the said grantee, its successors, assigns, agents, servants, tenants, invitees and licensees for the purpose of ingress and egress to grantee's property abutting the property hereinafter described, an easement over the following property situate in Baldwin County, Alabama, bounded by a line as follows:

Commencing at a point on the North line of U.S. Highway 90 a distance of 108 feet from and at right angles to the center line at the east end of the concrete (North Highway) bridge over the Apalachee River, thence run South 79 degrees 04 minutes East along the North line of U.S. Highway 90 a distance of 3272 feet to the point of beginning; said point being the intersection of the North right of way line of U.S. Highway 90 and the division line between the properties of Causeway Howard Johnson, Inc., and Bayside Motel Corporation; run thence North 10 degrees 56 minutes East along the division line between the properties of Causeway Howard Johnson, Inc. and Bayside Motel Corporation 200 feet to a point at the Northeast corner of property of Causeway Howard Johnson, Inc., run thence North 79 degrees 4 minutes West along a second division line between the properties of Causeway Howard Johnson, Inc. and Bayside Motel Corporation 200 feet to a point; run thence South 10 degrees 56 minutes West 200 feet to a point on the North right of way line of U.S. Highway 90, run thence Eastwardly along said North right of way line of U.S. Highway 90, 30 feet to the point of beginning;

TO HAVE AND TO HOLD the same unto the said grantee, its successors and assigns, subject, however, in all things, to the following:

It is distinctly agreed and understood, however, that the easement herein granted is not an exclusive easement, but is subject to the equal right on the part of the Grantors herein and to each of them, their successors, assigns, agents, servants, invitees, licensees, tenants and occupants of their premises, of ingress and egress over all portions of said property to and from any abutting property of either of said Grantors, which rights are hereby expressly reserved, the purpose and intention of this instrument being that henceforth the persons herein described shall have the equal rights of ingress and egress over said property, subject to the limitations herein contained. It is further expressly agreed and understood that the easement herein granted shall terminate when and if the adjoining property presently owned by Bayside Motel Corporation ceases to be used as a motel or similar establishment and, also, when and if Pilot Life Insurance Company, a corporation, no longer has any mortgage or other lien upon said property presently owned by Bayside Motel Corporation.

As further consideration of the granting of this easement, the said Bayside Motel Corporation does hereby grant, bargain, sell and convey unto the said Causeway Howard Johnson, Inc., its successors and assigns, the permanent right to use without charge the sewerage disposal plant now or at any time to be located on its property adjoining said easement, and Bayside Motel Corporation, its successors and assigns, does hereby covenant that it will, at all times hereafter, at its own cost and expense, repair and maintain and keep repaired, in a proper, substantial and workmanlike manner, the surface of the property over which an easement is herein granted and that it, its successors and assigns, will at all times operate, maintain and keep repaired, in a proper, substantial and workmanlike manner, said sewerage disposal plant now existing or at any time in the future to exist upon the property now owned by said Bayside Motel Corporation. It is further expressly understood and agreed that Bayside Motel Corporation, its successors and assigns, shall not be responsible for the repair and maintenance of any sewerage line connecting the premises now owned by Causeway Howard Johnson, Inc. with said sewerage disposal plant and that Bayside Motel Corporation shall not be responsible for any claims, demands or injuries arising by virtue of any defect in said line, but shall only be responsible for any claims, demands or injuries arising in connection with the operation or failure of said sewerage disposal plant.

The said Loyal American Life Insurance Company, as holder of the mortgage on property covered by the said easement, has joined in these presents solely for the purpose of evidencing its consent hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized, all as of the 14<sup>th</sup> day of May, 1959.

CAUSEWAY HOWARD JOHNSON, INC.

By: [Signature]  
Its President

(SEAL)

ATTEST:

[Signature]  
Its Secretary

LOYAL AMERICAN LIFE INSURANCE CO., INC.

By: [Signature]  
Its President

(SEAL)

ATTEST:

[Signature]  
Its Secretary

BAYSIDE MOTEL CORPORATION

By: [Signature]  
Its President

(SEAL)

ATTEST:

[Signature]  
Its Secretary

STATE OF ALABAMA:  
COUNTY OF Mobile:

I, the undersigned notary public in and for said state and county, hereby certify that George C. W. Johnson and Clara M. Jones whose names as Producers

and Secretary, of Causeway ~~Mobile~~ Alabama, an Alabama corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such officers and with full authority, executed same voluntarily for and as the act of said corporation, on the day same bears date.

Given under my hand and notarial seal this the 15<sup>th</sup> day of May, 1959.

Doris M. Davis  
Notary Public, Mobile County, Alabama

STATE OF ALABAMA:  
COUNTY OF MOBILE:

I, the undersigned notary public in and for said state and county, hereby certify that Chas. H. Hayl and Matthew Mulcahy, whose names as President and Secretary, respectively, of Loyal American Life Insurance Co., Inc., a corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed same voluntarily for and as the act of said corporation, on the day same bears date.

Given under my hand and notarial seal this the 14<sup>th</sup> day of May, 1959.

Lucas S. Cobb  
Notary Public, Mobile County, Alabama

STATE OF ALABAMA:  
COUNTY OF Mobile:

I, the undersigned notary public in and for said state and county, hereby certify that J. V. Williams and Paul L. Kersell, whose names as President and Secretary, respectively, of Bayside Motel Corporation, an Alabama corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such officers and with full authority, executed same voluntarily for and as the act of said corporation, on the day same bears date.

Given under my hand and notarial seal this the 15<sup>th</sup> day of May, 1959.

Doris M. Davis  
Notary Public, Mobile County, Ala.



~~Handwritten scribbles across the page.~~

- 1- Stool at Counter  
 4- Single Booths  
 10- Double Booths  
 8- metal Chairs  
 2- baby seats  
 1- High Chairs  
 1- 4 Burner Hot Food Toastmaster Server  
 1- 6 Foot Stainless Steel Table (2 draws)  
 1- Stainless Steel water fountain built in  
 Counter  
 1- 2 foot Stainless Steel Repr. End End Table.  
 1- 4 foot Stainless Steel Fountain  
 2- Stainless Steel Refrigerated Ice Cream Boxes  
 2- 1 foot Double Stainless Steel work table  
 connecting by Hobart Dishwasher  
 1- 1/2 3 Burner Glass Washer  
 1- Helmer Hot Fudge Sundae Pot  
 2- 2 foot Grills  
 1- 4 foot wood work table 10 in wide  
 2 foot " " 10 in wide  
 1- 6 foot Stainless Table with water & Pie Tray  
 1- 5 foot " Work Table  
 1- Hot Point automatic oven  
 1- 3 foot Stainless Work Table w/water  
 1- 4 Burner Gas Range  
 1- Charcoal Grill  
 3- Hot Point Auto Deep Fryer  
 1- 3 foot Stainless Steel Table w/water  
 1- Double Door Jordan Refrigerator  
 1- Double Sink Stainless Steel Sink  
 1- 6 foot wood Cutting Tables  
 1- Carrier Ice cube Maker  
 1- single double Door  
 1- Extender



EXHIBIT "D"

ADDITIONAL COVENANTS

The Lessor shall maintain the roof of the building, the building and equipment to be maintained by the Lessee.

\_\_\_\_\_  
LAST ITEM

Richard E. Manna

Marianna T. Manna  
HIWAY 90 WEST DEV CORP.

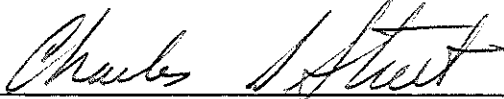
Arthur Olmsted PRES.

STATE OF ALABAMA )

COUNTY OF MOBILE )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Arthur Olensky, whose name as President of Hiway 90 West Development Corporation, a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and seal this 2nd day of November, 1964.



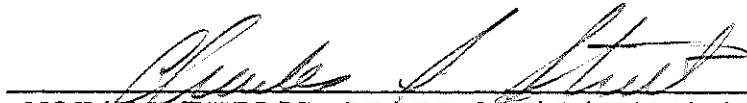
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE

STATE OF ALABAMA )

COUNTY OF MOBILE )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Richard Marra, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2nd day of November, 1964.



NOTARY PUBLIC, STATE OF ALABAMA AT LARGE

STATE OF ALABAMA )

COUNTY OF MOBILE )

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Marianna Marra, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2nd day of November, 1964.



NOTARY PUBLIC, STATE OF ALABAMA AT LARGE

HIWAY 90 WEST DEVELOPMENT  
CORPORATION, A Corporation,

Plaintiff,

VS.

RICHARD MARRA,

Defendant.

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§  
§  
§  
§  
§  
§

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW.

NOTICE OF ATTACHMENT Under Section 204 of Title 7 & Section  
852 of Title 7.

Whereas, the plaintiff, HIWAY 90 WEST DEVELOPMENT CORPORATION, A Corporation, in the above stated cause, commenced this action at law by suing out an attachment against the estate of the defendant, RICHARD MARRA; and whereas, said writ of attachment was executed by the Sheriff of Baldwin County, Alabama, on the 15 day of July, 1965, by levying upon the following described property of the defendant, RICHARD MARRA, to-wit:

- 1 Lot dry groceries and paper goods
- 2 20 gallon garbage cans
- 1 8 foot step ladder
- 1 Lot of pots and pans and boilers
- 1 Lot of China dishes
- 1 Toaster, Sunbeam
- 2 Frying baskets
- 1 Lot of knives, forks and spatulas
- 1 Lot of glasses
- 9 Dish baskets, plastic
- 1 Lot frozen foods, Seafoods and meats
- 4 Dishwashing racks
- 1 Lot Stainless steel silverware, knives, forks & spoons
- 10 plastic serving trays
- 2 Tray stands
- 18 Planter bowls
- 1 Perlick Draft beer dispenser
- 3 Bunn Omatic coffee makers
- 2 Corey hot plates
- 1 Lot cups and saucers
- 1 Neon sign on top of building
- 1 8 foot Formiker counter
- 1 Lot bread baskets, straw
- 1 Meat block
- 1 Meat slicer
- 4 Metal coffee pots
- 4 Glass coffee pots
- 1 Columware Tea dispenser
- 1 Lot ashtrays
- 1 Lot candy and cigars
- 1 Lot salt and pepper shakers
- 1 Lot sugar - trays
- 5 Water pitchers
- 2 Syrup pitchers
- 2 Vinegar pitchers - cruet

And, whereas the said defendant is a nonresident of the State of Alabama and that the place of residence and post office address of said defendant is unknown and process cannot be personally served upon him by the Sheriff; Now, therefore, the defendant, RICHARD MARRA, is hereby notified of the issuance of said attachment and the execution thereof, and the commencement of said suit, and to be and appear if he thinks proper, to defend said suit at the present term of said Court and within thirty days after this notice by publication is completed. It is further ordered that this notice be published once a week for three (3) consecutive weeks in the Fairhope Courier, and a copy of said notice shall be posted at the Court house. Witness my hand, this the \_\_\_\_ day of \_\_\_\_\_, 1965.

\_\_\_\_\_  
ALICE DUCK, Clerk.

HIWAY 90 WEST DEVELOPMENT  
CORPORATION, a corporation,

Plaintiff,

vs.

RICHARD MARRA,

Defendant.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

LAW SIDE. NO. 6378

DEMURRER TO MOTION FOR INTERVENTION


Comes the Plaintiff and offers the following demurrers  
to the intervention motion of ROYAL CUP, INCORPORATED:

1. That said movant failed to comply with the require-  
ments of Code Section 1168 of Title 7 by not making bond.

2. That motion does not show that the agreement as  
to the "sold condition" is in writing and recorded in the office  
of the Judge of Probate of Baldwin County, Alabama, as required  
by Section 131 of Title 47 of the Code so as to be good against  
landlords with liens.

3. That said motion does not show that the plaintiff  
had any notice that the property claimed was not the property of  
the tenant and subject to the landlord's lien.

4. That the return of the sheriff shows that some of  
the property listed in the motion was not levied on or sold.

  
E. G. RICKARBY,  
Attorney for Plaintiff.

FILED  
Mar 11 1955  
CLERK OF COURT  
BALDWIN COUNTY, ALA.

HIGHWAY 90 WEST DEVELOPMENT  
CORPORATION, a corporation,

Plaintiff,

vs.

RICHARD MARRA,

Defendant.

) IN THE CIRCUIT COURT OF  
)  
)  
) BALDWIN COUNTY, ALABAMA  
)  
)  
) LAW SIDE. NO. 6378  
)  
)

INTERPOSITION OF CLAIM BY THIRD PARTY

Now comes the Royal Cup, Incorporated, by its attorney, and moves this Honorable Court as follows:

1. That on the 18th day of November, 1964, the intervener in this cause, loaned the following described equipment to the Defendant, Richard Marra, doing business as The Captain's Table:

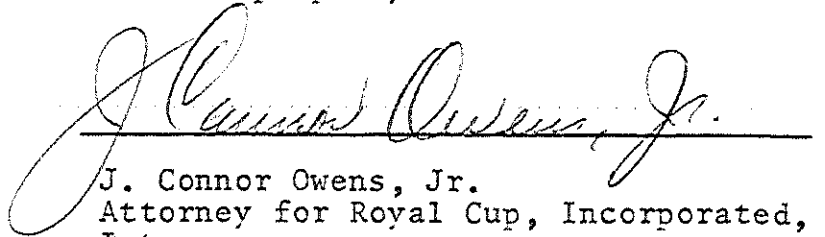
Five (5) Gal. Cory Bowls, with handles  
One (1) Pour-O-Matic (X-20) Royal Cup No. 1094  
One (1) CH-2 Cory Range Royal Cup No. 375  
Six (6) Stainless Steel Bowls (Cory)  
One (1) R.T. Bunn-O-Matic Coffee Maker Royal Cup No. 1057  
One (1) Stainless Steel Columware Tea Machine  
One (1) Pour-O-Matic (X-20)

2. The above described equipment was loaned to the Defendant Richard Marra, on the sole condition that the Defendant would use the products of the intervener, and by said agreement the intervener was given the right at any time to repossess the property so listed hereinabove. The agreement further provided that the Defendant would return the property to Royal Cup, Incorporated.

3. Intervener further avers that on or about the 30th day of January, 1965, the Plaintiff in this cause, Highway 90 West Development Corporation, filed a complaint against Richard Marra, Defendant, for rent claimed due the Plaintiff; further, that an attachment was filed by the said Plaintiff in which said attachment the Sheriff levied on certain property situated in the restaurant located on the property shown in the complaint; further, the said attachment described certain personal property, which personal property included the property which belonged to the intervener herein.

4. Intervener is informed and believes that the Sheriff of Baldwin County, Alabama, has sold or will sell, property belonging to the intervener to satisfy the indebtedness from the Defendant to the Plaintiff in this cause.

WHEREFORE, the intervener, Royal Cup, Incorporated, hereby moves this Honorable Court to permit the said Royal Cup, Incorporated, to intervene in the above styled cause as the claimant of a portion of the property described in the attachment and that upon a final hearing of this cause that the said Royal Cup, Incorporated be allowed the possession of said property. That if said property has been sold that the intervener be allowed to recover of the Plaintiff such damages as it may have sustained by reason of the wrongful attachment and sale of said property.

  
J. Connor Owens, Jr.  
Attorney for Royal Cup, Incorporated,  
Intervener.


STATE OF ALABAMA  
BALDWIN COUNTY

Before me, the undersigned authority within and for said State and County, personally appeared J. Connor Owens, Jr., who is known to me and who being duly sworn, did depose and say as follows:

That he is the attorney for Royal Cup, Incorporated, and has read over the foregoing interposition of claim by Royal Cup, Incorporated, and that the facts alleged therein are true and that the property sued for in the petition, belongs to Royal Cup, Incorporated.



Sworn to and subscribed before  
me this 2nd day of March, 1965.

  
Notary Public, Baldwin County, Alabama.

FILED  
MAR 2 1965  
ALICE L. MILLER, CLERK  
REGISTER

ORDER:

This cause coming on to be heard upon the petition for intervention and affidavit of J. Connor Owens, Jr., as Attorney for Royal Cup, Incorporated, the said Royal Cup, Incorporated is hereby permitted to intervene in the above styled cause.

Salvador J. Maslowski

Judge.



HIWAY 90 WEST DEVELOPMENT  
CORPORATION, A Corporation,

Plaintiff,

VS.

RICHARD MARRA, AND  
MARIANNA MARRA,

Defendants,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.


MOTION TO AMEND

Comes the Plaintiff in the above styled cause and asks  
leave to amend his Summons and Complaint in the above styled  
cause by adding the name of MARIANNA MARRA as party defendant.

FILED

APR 11 1965

WILLIAM L. DUCK, CLERK  
REGISTER

  
E. G. RICKARBY,  
Attorney for the Plaintiff.

HIWAY 90 WEST DEVELOPMENT  
CORPORATION, A Corporation,

Plaintiff,

VS

RICHARD MARRA and MARIANNA  
MARRA,

Defendants.

I  
I  
I  
I  
I  
I  
I

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW.

A M E N D E D  
C O M P L A I N T

Count I.

The Plaintiff claims of the Defendants the sum of ONE  
THOUSAND NINE HUNDRED FIFTY-FIVE AND NO/100 (\$1,955.00 DOLLARS,  
the rent for a tract of land, viz:

From the centerline at the West end of the North  
Highway Bridge on U. S. Highway 90 of Blakeley  
River, run North 108 feet to a point on the North  
right-of-way line of said Highway, thence run West-  
wardly along said right-of-way line 3906.39  
feet to the point of beginning, said point  
3328.2 feet Eastwardly along said right-of-way  
line from a stake at the interesection of the  
North right-of-way line with the East line of the  
Aplaachee River, all as shown by plat of survey  
by William B. Irby, dated November 6, 1954,  
Run thence Northwardly and at right angles  
to the North line of said right-of-way 200.0  
feet to a point, thence Westwardly along a line  
parallel with the North line of said right-of-  
way 200.0 feet to a point, thence South 200.0  
feet to said North right-of-way line, thence  
Eastwardly along said North right-of-way line  
200.0 feet to the point of beginning;

and improvements thereon demised by the Plaintiff to the Defend-  
ants, on, to-wit, the 2nd day of November, 1964, said unpaid  
rent commencing on the 1st day of December, 1964, and ending on  
the 1st day of February, 1965.

And the Plaintiff avers that the Defendants did, on the  
2nd day of November, 1964, sign a lease wherein they agreed,  
"In the event of employment of an attorney for the collection of  
any amount due hereunder..... 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  
the Plaintiff claims said attorney's fee in the sum of TWO  
HUNDRED FIETY-FIVE AND NO/100 (\$255.00) DOLLARS, which is included  
in the above.

The Plaintiff further alleges that under the terms of said lease, the Defendants did agree as follows, "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." And the Plaintiff asks for judgment with a waiver of exemption.

WHEREFORE, Plaintiff sues.

  
\_\_\_\_\_  
E. G. RICKARBY,  
Attorney for Plaintiff

AMENDED  
SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. \_\_\_\_\_

TERM, 19\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon RICHARD MARRA and MARIANNA MARRA

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 RICHARD MARRA  
and MARIANNA MARRA, Defendant. S

by HIWAY 90 WEST DEVELOPMENT CORPORATION, a corporation,

Plaintiff.

Witness my hand this 24 day of February 1965

N.F. Alvin J. French, Clerk

No. 6378

Page \_\_\_\_\_

**THE STATE OF ALABAMA**  
BALDWIN COUNTY

**CIRCUIT COURT**

HIWAY 90 WEST DEVELOPMENT

CORPORATION, a corporation,

Plaintiffs

vs.

RICHARD MARRA &

MARIANNA MARRA

Defendants

**SUMMONS and COMPLAINT**

Filed 2-24, 1965

E. G. Rickarby, Clerk

**RECEIVED**

FEB 25 1965

CLERK'S OFFICE

E. G. Rickarby

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Mrs. Maranna Marra  
Citronelle, Alabama

RECEIVED IN OFFICE

Feb. 24, 1965

Sheriff

I have executed this summons

this \_\_\_\_\_, 19\_\_\_\_

by leaving a copy with

RETURNED 3-1-65

Not found in my County after diligent search and inquiry.

RAY D. BRIDGES, Sheriff

Sheriff

Deputy Sheriff

HIWAY 90 WEST DEVELOPMENT  
CORPORATION, A Corporation,

Plaintiff,

VS.

RICHARD MARRA,

Def

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW.

C O M P L A I N T

Count I.

The Plaintiff claims of the Defendants the sum of ONE  
THOUSAND NINE HUNDRED FIFTY-FIVE AND NO/100 (\$1,955.00) DOLLARS,  
the rent for a tract of land, viz:

From the centerline at the West end of the North Highway Bridge on U. S. Highway 90 of Blakeley River, run North 108 feet to a point on the North right-of-way line of said Highway, thence run Westwardly along said right-of-way line 3906.39 feet to the point of beginning, said point 3328.2 feet Eastwardly along said right-of-way line from a stake at the intersection of the North right-of-way line with the East line of the Apalachee River, all as shown by plat of survey by William B. Irby, dated November 6, 1954. Run thence Northwardly and at right angles to the North line of said right-of-way 200.0 feet to a point, thence Westwardly along a line parallel with the North line of said right-of-way 200.0 feet to a point, thence South 200.0 feet to said North right-of-way line, thence Eastwardly along said North right-of-way line 200.0 feet to the point of beginning;

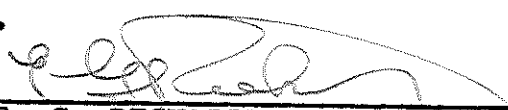
and improvements thereon demised by the Plaintiff to the Defendants on, to-wit, the 2nd day of November, 1964, said unpaid rent commencing on the 1st day of December, 1964, and ending on the 1st day of February, 1965.

And the Plaintiff avers that the Defendants did, on the 2nd day of November, 1964, sign a lease wherein they agreed, "In the event of employment of an attorney for the collection of any amount due hereunder..., 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 the Plaintiff claims said attorney's fee in the sum of TWO HUNDRED FIFTY-FIVE AND NO/100 (\$255.00) DOLLARS, which is included in the above.

The Plaintiff further alleges that under the terms of said lease, the Defendants did agree as follows, "And as a part

of the consideration of this lease, and for the purpose of secur-  
ing to the lessor prompt payment of said rent as hereby stipu-  
lated 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." And the  
Plaintiff asks for judgment with a waiver of exemption.

WHEREFORE, Plaintiff sues.

  
\_\_\_\_\_  
E. G. RICKARBY,  
Attorney for Plaintiff.

FILED  
JAN 30 1985  
ALICE L. BOK, CLERK  
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon RICHARD MARRA

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 RICHARD

MARRA

....., Defendant. S...  
by HIWAY 90 WEST DEVELOPMENT CORPORATION, a corporation,  
..... Plaintiff.....

Witness my hand this 30 day of Jan 1965

MF

W. J. Smith Clerk



No. 6375

Page 2638

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

HIWAY 90 WEST DEVELOPMENT

CORPORATION, A Corporation,  
Plaintiffs

vs.

RICHARD MARRA

Defendants

SUMMONS AND COMPLAINT

Filed 1965 19.....

Clerk

RECEIVED

FEB 10 1965

E. G. SHERIFF'S OFFICE

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
Marianna Marra - 2024 Hall's  
Mill Road, Mobile, Ala.  
Richard Marra, c/o County Jail  
Bay Minette, Ala.

RECEIVED

FEB 1 1965

19.....

Sheriff

I have TAYLOR WILKINS this summons  
SHERIFF

this 19.....

by leaving a copy with

Returned 9 day of Feb 1965  
Not found in my county after diligent search and  
quiry.

Taylor Wilkins, Sher

By

Deputy Sheriff

RETURNED 9 12-6-5

Not found in my county after  
gent sor ch and inquiry.

RAY D. BRIDGES, Sheriff

By W. H. Ferguson

Sheriff

Deputy Sheriff

ATTACHMENT

THE STATE OF ALABAMA,  
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, E.G. Rickarby

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

RICHARD MARR

is justly indebted to the Plaintiff Hiway 90 West Development Corporation

in the sum of One Thousand Nine Hundred Fifty-Five and no/100 (\$1,955.00) Dollars, and

E.G. Rickarby

Defendant non-resident- no

having made affidavit ~~and given bond~~ bond required,

as required by law, in such cases, you are hereby commanded to attach so much of the estate of  
Richard Marr

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 futher 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  
within 30 from service hereof,  
County, on \_\_\_\_\_ Monday of \_\_\_\_\_ 19 \_\_\_\_\_

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

WITNESS, my hand, this 30 day of January A. D., 1965

Alice J. Duck Clerk.

928 5343  
928 9836

No. 6378

## ATTACHMENT

HIWAY 90 WEST DEVELOPMENT CORP.,  
A CORP.

Vs. { ATTACHMENT

RICHARD MARR

Issued February 1st, 1965

Moore Printing Co.

*Olinsky*

E.G. Rickarby- Atty.

*Executed. 2/9/65  
By attaching the  
following property:*

- 1- Lot Dry Groceries and paper goods
- 2- 20 Gal. Garbage Cans
- 1- 8 ft. step ladder
- 1- Lot of Pots, Pans & Boilers
- 1- Lot of China Dishes
- 1- Toaster, Sunbeam
- 2- Frying baskets
- 1- lot of knives, forks, spatulars
- 1- Lot Glasses
- 9- Dishbaskets, plastic
- 1- Lot Frozen Foods, Seafoods & Meats
- 4- Dishwashing racks
- 1- Lot Silverware stainless steel, knives, forks & spoons
- 18- Plastic Serving Trays
- 2- Tray Stands
- 18- Planter Bowls
- 1- Perlick Draft Beer Dispencers
- 3- Bunn Omatic Coffee Makers
- 2- Corey Hot Plates
- 1- Lot Cups & Saucers
- 1- Neon Sign-Top of Bldg.
- 1- 8 ft. Formica Counter
- 1- Lot Bread Baskets, Straw
- 1- Meat Block
- 4- Meat Glicerl-Metal Coffee Pots
- 2- Glass Coffee Pots
- 1- Columware Tea Dispencers
- 1- Lot Ashtrays
- 1- Lot Candy & Cigars
- 1- Lot Salt & Pepper Shakers
- 1- Lot Sugar Trays
- 5- Water Pitchers
- 2- Syrup Pitcher
- 9 Vinegar Pitchers

Deft. was not found on which to serve levy.

*Naylor Jenkins  
Duffy*

STATE OF ALABAMA

COUNTY OF BALDWIN


Personally appeared before me, the undersigned authority, E. G. Rickarby, who being duly sworn, deposeth and saith that he is the Attorney for Hiway 90 West Development Corporation, that Richard Marra is justly indebted to Hiway 90 West Development Corporation in the sum of One Thousand Nine Hundred Fifty-five and No/100 (\$1,955.00) Dollars, said sum of money being due for the rent of the lands and tenements located in Baldwin County, Alabama, described as follows, to-wit:

From the centerline at the West end of the North Highway Bridge on U. S. Highway 90 of Blakley River, Run North 108 feet to a point on the North right-of-way line of said Highway, thence run Westwardly along said right-of-way line 3906.39 feet to the point of beginning, said point 3328.2 feet Eastwardly along said right-of-way line from a stake at the intersection of the North right-of-way line with the East line of the Apalachee River, all as shown by plat of survey by William B. Irby, dated November 6, 1954, Run thence Northwardly and at right angles to the North line of said right-of-way 200.0 feet to a point, thence Westwardly along a line parallel with the North line of said right-of-way 200.0 feet to a point, thence South 200.0 feet to said North right-of-way line, thence eastwardly along said North right-of-way line 200.0 feet to the point of beginning.

under a written lease, and that the said Richard Marra has failed to pay the said rent when due, that the said Richard Marra has goods, furniture and effects belonging to him at the above described property in Baldwin County, Alabama, that the said Richard Marra is not a resident of the State of Alabama, that he resides out of the State of Alabama, or that he has absconded, or that he secretes himself so that the ordinary process of law cannot be served on him, that the purpose of this attachment is to gain an attachment under Title 7, Section 846, Code of 1940, and that this attachment is not sued out for the purpose of vexing or harassing the said Richard Marra, or other improper motive; all of which affiant, who is informed and believes, and upon such information and belief, and under oath states is true.

  
E. G. RICKARBY

Subscribed and sworn to before me this 30<sup>th</sup> day of January, 1965.

  
Notary Public, Baldwin County, Alabama

Notary Public, Baldwin County, Ala.  
My Commission Expires 5-16-67.

2. 80 Gal. Gas Crane <sup>not</sup> Water Heater

1- Carrier weather maker

1- Dover Water Cooling Tower

3- Cooling Compressors (carriers)

1- Fairbank Morse Pump (water)

## FAIRHOPE, ALABAMA

### AFFIDAVIT:

This is to certify that the attached legal notice appeared in The Fairhope Courier, a weekly newspaper published in the City of Fairhope, County of Baldwin, State of Alabama on the dates of \_\_\_\_\_

March 4 - 11 - 18, 1965

John A. Ferguson, Editor

State of Alabama  
County of Baldwin

Sworn to and subscribed before me this

19 day of March 1965

John A. Ferguson

John A. Ferguson, Notary Public  
Baldwin County Alabama

HIWAY 90 WEST  
DEVELOPMENT  
CORPORATION

A Corporation

Vs.

RICHARD MARRA

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY,  
ALABAMA

AT LAW

NOTICE OF ATTACHMENT  
Under Section 204 of Title 7  
and Section 852 of Title 7.

Whereas, the plaintiff, HIWAY 90 WEST DEVELOPMENT CORPORATION, a Corporation, stated cause, commenced this action at law by suing out an attachment against the estate of the defendant, RICHARD MARRA; and whereas, said writ of attachment was executed by the Sheriff of Baldwin County, Alabama, on the 15th day of February, 1965, by levying upon the following described property of the defendant, RICHARD MARRA, to-wit:

- 1 Lot dry groceries and paper goods
- 2 50 gallon carbide cans

- 1 Lot of dishes and spatulas
- 1 Lot of glasses
- 9 Dish baskets, plastic
- 1 Lot frozen foods, Seafoods, and meats
- 4 Dishwashing racks
- 1 Lot Stainless steel silverware, knives

- 1 Perlick Draft beer dispenser
- 3 Bunn Omatic coffee makers
- 2 Corey hot plates
- 1 Lot cups and saucers
- 1 Neon sign on top of building
- 1 8 foot Formica counter
- 1 Lot bread baskets, straw
- 1 Meat block
- 1 Meat slicer
- 4 Metal coffee pots
- 4 Glass coffee makers