

County, Ala.

ATTORNEYS	NAMES OF PARTIES	CAUSE OF ACTION	ITEMIZED BILL OF COST
J.W. Howell	R.E. Stacey vs	Unlawful Detainer	Justice's Fees Issuing Summons..... \$ 50 50 Issuing Alias Summons..... 50 Issuing Subpoena for each witness.. 15 Issuing Execution and Taxing Cost... 50 Issuing Summons to Garnishee and taking answer..... 50 50 Issuing Attachment Writ..... 50 Attachment Bond and Affidavit..... 1 50 Garnishment Bond and Affidavit..... 50 Appeal or Certiorari, including Bond 1 00 1.00 Bond..... 50 Administering Oath and certifying same... 50 Certificate not otherwise provided for 25 Docketing Cause..... 10 10 Judgment on Forthcoming Stay or Replevin Bond..... 50 Judgment on Summary Proceeding..... 75 Issuing Venire Facias..... 50 Transcript of Proceeding..... 50 Attending Trial or Right of Property.... 1 00 Sci. Fa. or notice in nature thereof.. 50 Making Return of Certiorari..... 50 Notice to Defendant..... 15 Release..... 25 2.00 CONSTABLE'S FEES Civil Cases Serving Summons..... 1 00 1.50 Serving Summons on each Witness... 25 Serving Garnishment..... 25 Levying Execution under \$50.00..... 1 00 Levying Attachment under \$50.00..... 1 00 Making Money, 3 per cent. not less than.. 75 Serving Notice, etc. on each party therein.. 25 Serving Sci. Fa. or other like Notices.... 50 Taking Bail or other Bond..... 50 Keeping Property Levied on..... WITNESS' FEES Witness Days..... 50 Garnishee's Fee.....
a Epperson John D. Eck	L.B. Guess		
	(6513)		
	DISPOSITION OF CASE		
	Bond and Affidavit Filed		
	Summons and Complaint Issued Ret. May 1st 1965		
	Ret. Executed By J.W. Eastburn		
	Trial was had and a judgment was rendered against L.B. Guess, for Unlawful Detainer. He appealed the case to the next term of the Circuit Court Baldwin County.		
	M. R. Howell J.P.		

M. R. HOWELL
JUSTICE OF THE PEACE
Baldwin County
P. O. BOX 254
Foley, Alabama

9-12-65

Mrs Alice J. Dues & Benjamin the aka
Dear Mrs Dues..

This is the case in the case
of R. E. Stacey vs L. B. Green
that I sent you manuscript
in May. I might have sent one
to you. if I didn't here it is
this case comes up for trial
this coming week.

yours truly
M R Howell

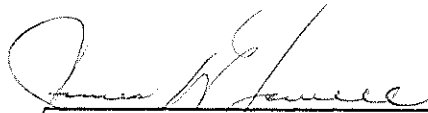
ROBERT E. STACEY,	)	IN THE JUSTICE COURT OF
	)	
PLAINTIFF	)	M. R. HOWELL
	)	
vs	)	JUSTICE OF THE PEACE
	)	
L. B. GUESS,	)	
	)	
DEFENDANT	)	

The Plaintiff avers, that he was, before the commencement of this suit to-wit: on the 17th day of November, 1964, seized and possessed of a certain tenement building, with appurtenances, situated in the County of Baldwin, State of Alabama, to-wit:

That certain building or buildings facing East on South McKenzie Street in Foley, Alabama, comprising what is now known as the GATEWAY HOTEL AND RESTAURANT,

and after such possession accrued and while so possessed, the Defendant lawfully entered into possession of said tenement, to-wit: on the 17th day of November, 1964, under a certain Lease and Agreement with Plaintiff attached hereto as Plaintiff's "Exhibit A" and specifically incorporated herein and made a part hereof by reference and under a certain note and chattel mortgage, by and between the Defendant, L. B. Guess, and Plaintiff's Assignor, C. B. Perry, also attached hereto as Plaintiff's "Exhibit B" and specifically incorporated herein and made a part hereof by reference, together with said assignment attached hereto and made a part hereof and marked as Plaintiff's "Exhibit C". And Plaintiff further avers that the possessory interest of the Defendant in said premises terminated on the 16th day of March, 1965, and before the commencement of this suit and after termination of said possessory interest to-wit: on the 20th day of March, 1965, the Plaintiff demanded in writing the possession of said premises, and the Defendant refused to deliver the possession thereof to the Plaintiff.

Wherefore, the Plaintiff sues to recover possession of said tenement together with \$99.00 for the detention thereof, and prays that process be issued according to law.



Attorney for Plaintiff

STATE OF ALABAMA

LEASE AND AGREEMENT

BALDWIN COUNTY

THIS LEASE AND AGREEMENT, made and entered into by and between ROBERT E. STACEY, hereinafter referred to as the LESSOR and L. B. GUESS, hereinafter referred to as the LESSEE, executed in duplicate this the 17th day of November, 1964,

WITNESSETH:

That the LESSOR does hereby lease and rent to the LESSEE, and the LESSEE does hereby lease and rent from the LESSOR, the following described real property and premises, to-wit:

That certain building or buildings facing East on South McKenzie Street in Foley, Baldwin County, Alabama, comprising what is now known as the GATEWAY HOTEL AND RESTUARANT being the intent to demise that part of the building or buildings presently used in the businesses of the Gateway Hotel and Restuarant.

for and in consideration of the hereinafter contained covenants, agreements and terms as follows:

1. That the term of this lease shall be for a period of Five years beginning on the First day of December, 1964 and terminating on the 30th day of November, 1969.

2. That the rental consideration for said buildings and premises shall be as follows: One Hundred and Twenty-five Dollars (\$125.00) on the First and Fifteenth day of each of the First six months that this lease and agreement is in force and effect and Two Hundred and Fifty Dollars (\$250.00) on the First day of the Seventh month and Two Hundred and Fifty Dollars (\$250.00) on the First day of each successive month that this lease and agreement is in force and effect.

3. That the LESSEE shall have the option to renew this Lease and agreement for two consecutive terms by giving sixty (60) days written notice prior to the expiration of each term to the LESSOR of the LESSEE'S intention to renew this lease and agreement for another term. The exercise of the two options by the Lessee will put this lease and agreement in force and effect for a total of Fifteen years from December 1, 1964.

4. That the LESSOR agrees as a part of the consideration for

"Plaintiff's Exhibit A"
P. 1

page 2, Lease and
contract, Cont. par. 4

this lease and agreement with the LESSEE to make the following improvements immediately to the interior of the buildings to the approval and satisfaction of the LESSEE :

1. Build Barbecue pit as specified by Lessee.
2. Vent rest rooms in restuarant and remodel entrance to rest rooms to improve appearance and meet regulations of State Health Department.
3. Install new floor covering in main dining room and redecorate inside walls of main dining room.
4. Remodel private dining room by installing false ceiling, new lighting and paint floor and inside walls.

or at the election of the LESSOR to make available immediately to the LESSEE either credit or cash for making said improvements.

The LESSEE hereby agrees to repay to the LESSOR one-half of the cost of the above improvements in monthly installments of Forty Dollars (\$40.00) each, including principal and interest at the rate of one half of one per cent ($\frac{1}{2}$ of 1%) per month on the unpaid part of the debt owed by the LESSEE to the LESSOR for the above improvements, the first installment to be paid on the First day of May, 1965 and subsequent installments on the First day of each subsequent month until this debt and interest is paid in full. It is fully understood and agreed that the LESSOR is to furnish all of the financing for said improvements and stand one half of the cost with the remaining one half of the cost to be paid for by the LESSEE as agreed above. This paragraph shall not be included in nor be made a part of any renewal of this lease and agreement.

5. That the LESSOR will pay all ad valorem taxes and assessments legally levied on said buildings and property belonging to the LESSOR.

6. That the Lessee will pay all taxes and assessments legally made on the business operated in or on said premises and the personal property located in the restuarant part of the buildings.

7. That the LESSOR will keep and maintain the roof, outside walls, doors and windows in good repair and condition and repaint as needed.

8. That the LESSEE will keep and maintain the floor, inside walls, doors and toilet facilities in good repair and condition, however

"Plaintiff's Exhibit A"

page 3. Lease and
agreement, cont. par.3

any major repair or replacement shall be the obligation of the
LESSOR.

9. That in the event of destruction of the buildings or
damage to the buildings so that the same cannot logically be used
for the operation of business, then at the option of the LESSEE
this lease and agreement may immediately after such destruction
or damage be cancelled and voided by the LESSEE.

10. In the event of the death of either the LESSOR or LESSEE
while this lease and agreement or any renewal thereof is in force
and effect or both of them, the covenants and agreements herein
contained are binding upon his or thier heirs, legatees, administrators
or executors.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have hereunto
set thier hands and seals on this the day and year first above set
forth.

R.E. Stacey (SEAL)
L.B. Guess (SEAL)

STATE OF ALABAMA
BALDWIN COUNTY

I, Arthur C. Epperson, a notary public in and for the State
of Alabama, at large, hereby certify that Robert E. Stacey as Lessor
and L. B. Guess, as Lessee, whose names are signed to the foregoing
lease and agreement and who are known to me, acknowledged before me
on this day, that being informed of the contents of said lease and
agreement, they executed the same voluntarily on the day the same
bears date.

Given under my hand and official seal this the 17th day of
November, 1964.

Arthur C. Epperson
Notary Public, State of Alabama
at large.

STATE OF ALABAMA)
COUNTY OF BALDWIN)

TO L. B. GUESS:

You are hereby commanded to be and appear before
me, at my office on the 1st day of May
1965, to answer to, and make defense against, a complaint
exhibited to me against you by Robert E. Stacey, for unlaw-
ful detainer.

WITNESS my hand this 40 day of April, 1965.

Ex-4-21-65

M. R. Howell
Justice of the Peace

5260

Received 21st day of April 1965

and on 21st day of April 1965

I served a copy of the within notice

on L.B. Guess

By service on L.B. Guess

TAYLOR WILKINS, Sheriff

By J.M. Eastman D.S.

Foley, Ala

STATE OF ALABAMA

APPEAL BOND

BALDWIN COUNTY

We, L. B. Guess, John V. Duck, and Arthur Epperson are bound unto Robert E. Stacey in the sum of FIFTY DOLLARS (\$50.00) for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators. Sealed with our seals, and dated the 10th day of May, 1965.

The condition of the above obligation is such that, on the First day of May, 1965, M. R. Howell, a justice of the peace in and for said County, rendered a judgement in favor of Robert E. Stacey against L. B. Guess for unlawful detainer but awarding no damages to the said Robert E. Stacey and court costs of FIVE DOLLARS (\$5.00) from which judgment the said L. B. Guess, has applied for and obtained an appeal to the next term of the Circuit Court of Baldwin County, Alabama; if the said L. B. Guess, shall prosecute said appeal to effect, or, if he fail in said appeal, shall pay such judgment as may be rendered against him by the said Circuit Court of Baldwin County, Alabama, then in either of said events, this obligation ^{be} to/void, otherwise to remain in full force and effect.

L B Guess (SEAL)

Arthur Epperson (SEAL)

John V. Duck (SEAL)

Taken and approved this
the 10 day of May, 1965.

M R Howell
Justice of the Peace

FILED
MAY 1 1965
CLERK
REGISTER

ROBERT E. STACEY,	)	IN THE JUSTICE COURT OF
	)	
PLAINTIFF	)	M. R. HOWELL
	)	
VS	)	JUSTICE OF THE PEACE
	)	
L. B. GUESS	)	
	)	
DEFENDANT	)	

Came the above named parties, the Plaintiff and the Defendant on the 1st day of ^{May}~~April~~, 1965, and upon the evidence, I do find that the said L. B. GUESS, the Defendant, is guilty of unlawful detainer as complained against him by the said Plaintiff and I therefore order and adjudge that the said Defendant, L. B. GUESS, do restore to the said ROBERT E. STACEY, the Plaintiff, the possession of the said tenement building, with appurtenances sued for and described in the cause as follows:

That certain building or buildings facing East on South McKenzie Street in Foley, Alabama, comprising what is now known as the GATEWAY HOTEL and RESTAURANT,

and pay the costs of this proceeding, for which let a writ of restitution and execution issue.

M. R. Howell
Justice of the Peace

-VS-

says:

- John J. Buck
ATTORNEY FOR DEFENDANT

TO: Robert E. Stacey,
Foley, Alabama

M. R. Howell
M. R. Howell, Justice of the Peace

Witness this the 10 day of May, 1965.

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