

LEASE AND AGREEMENT

STATE OF ALABAMA
BALDWIN COUNTY

THIS LEASE AND AGREEMENT, made and entered into this the 31 day of December, 1963, by and between John S. Weiss Sr. (hereinafter referred to as LESSOR), and John Kaiser (hereinafter referred to as LESSEE), WITNESSETH:

That the LESSOR hereby leases or rents unto the LESSEE the following described tracts or parcels of land lying and being in BALDWIN COUNTY, ALA., TO-WIT:

Fifty acres, more or less, contained within the boundaries of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of SECTION 35 in TOWNSHIP 7 SOUTH, RANGE 3 EAST.

The term and temure of this agreement shall be as follows:

TERMS: Twenty dollars (\$20.00) per acre one half of which (\$500.00) shall be payable in advance of operations and the balance (\$500.00) shall be payable at harvest time.

TENURE: Beginning this day and ending June 1, 1964.

PROVISO: If Providentially prevented to complete the harvesting of his crop by the end of the rental term, the LESSOR hereby grants a fifteen (15) day period of grace to the LESSEE for the completion of his harvest.

It is further agreed as follows:

1. The LESSEE agrees to deliver up and surrender to the LESSOR said land, in sections, as soon as his crop has been harvested therefrom.
2. The LESSEE shall plant and harvest one (1) crop of potatoes.
3. The LESSEE shall limit his operations to such areas as have previously been planted to row crop, plus land reclaimed around ponds.
4. The LESSEE shall take proper precautions against possible damage to existing waterways and row ends, which had been planted to Bahia, and fences and and pecan trees located within the said tracts or parcels of land, remaining away, with the plow, from around pecan trees to a distance of approximately the spread of their individual branches.
5. The LESSOR shall not be liable for injuries to LESSEE's personnel and/or damage to his property, due to ditches, ponds or any other obstructions contained within said land.

IN WITNESS WHEREOF, we have hereonto set our signatures this the 31 day of December in the year of our LORD nineteen hundred and sixty three (1963)

LESSOR

John S. Weiss Sr.

LESSEE

John Kaiser

FILED

NOV 16 1963

ALICE L. DICK, CLERK
REGISTERED

NOTICE TO INSURANCE MEMBERS

Beginning January 1, 1963 the Supreme Council Office will send individual bills to each insured member.

It is important, therefore, that members carrying insurance and who have not as yet made their payments do so before December 31, 1962.

Members holding certificates with numbers 600,000 and under, and who are now charged on a monthly basis, are urged to change to an annual or semi-annual basis, thus saving themselves the trouble and additional expense of mailing their payments at the beginning of each month. Also, premiums paid on an annual basis are considerably lower than twelve monthly payments

Members holding certificates higher than 600,000 can also benefit by changing over to an annual or semi-annual basis. Although their savings will not be as much as on old type insurance (No. 6000,000 and less) nevertheless, it will be a welcome relief not to have to go through the trouble and expense of mailing your payments at the beginning of each month.

The above words underlined are to emphasize the importance of making your payments each month, if on a monthly basis. If on a quarterly, semi-annual or annual basis then your payment must be sent in at the beginning of such period.

Beginning January 1, 1963 your Council will have no Death Benefit Fund from which to cover your arrears, as before, nor will your Council be charged for same. Your account will be handled directly by the Supreme Secretary's Office.

You will receive, as before, from your Fin.Sec'y, your statements charging you for your dues, specials & Misc.

If you have any questions concerning the new system, contact your Fin.Sec'y, preferably at your next meeting, he will be glad to cooperate.

If your statement is enclosed please bring your remittance to the next meeting or mail it to your Financial Secretary.

J. S. Weiss Sr.
Fin.Sec'y, Co. 2736

JOHN S. WEISS, SR.

PLAINTIFF

vs.

JOHN KAISER

DEFENDANT

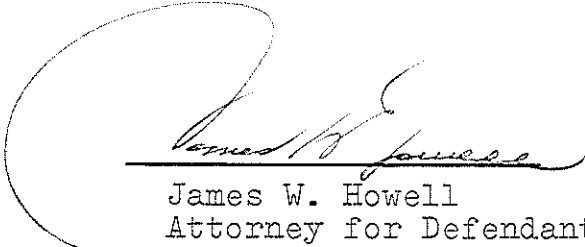
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

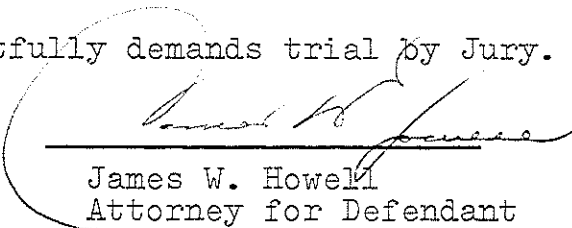
LAW SIDE

CASE NO. 7157

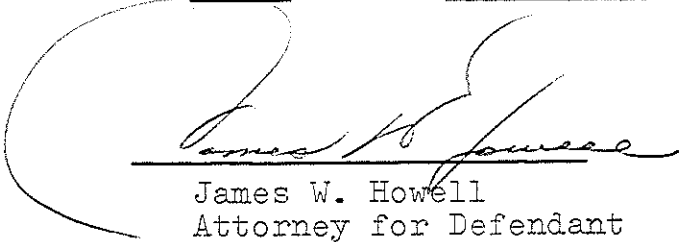
Comes the Defendant, John Kaiser, in the above styled case and for answer thereto pleads, non assumpsit.


James W. Howell
Attorney for Defendant

Defendant respectfully demands trial by Jury.


James W. Howell
Attorney for Defendant

I HEREBY CERTIFY THAT A COPY OF THIS ANSWER HAS BEEN MAILED TO CECIL CHASON, FOLEY, ALABAMA, ATTORNEY FOR PLAINTIFF BY POST PREPAID THIS 27th DAY OF November, 1966.


James W. Howell
Attorney for Defendant

FILED

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ALICE L. DUCK, CLERK
REGISTER

STATE OF ALABAMA)
BALDWIN COUNTY) IN THE CIRCUIT COURT ... LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summon JOHN KAISER to appear within thirty (30) days from the service of this writ in the Circuit Court to be hald for said county at the place of holding same, then and there to answer the complaint of JOHN S. WEISS, SR.

WITNESS my hand this 1st day of Sept, 1966.

Alice S. Duck
Clerk

COMPLAINT

JOHN S. WEISS, SR.,)	
)	
Plaintiff)	IN THE CIRCUIT COURT OF
)	
-vs-)	BALDWIN COUNTY, ALABAMA
)	
JOHN KAISER,)	LAW SIDE
)	
Defendant)	7157

COUNT I

The Plaintiff claims of the Defendant Five Hundred Dollars (\$500.00) for the use and occupation by him of the following tract of land, viz: Fifty-eight (58) acres more or less contained within the boundary of the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter of Section 35, Township Seven South, Range Three East, Baldwin County, Alabama, belonging to the Plaintiff, from the 31st day of December 1963 to the 1st day of June 1964, which sum of money with the interest thereon is still due and unpaid.

COUNT II

The Plaintiff claims of the Defendant Five Hundred Dollars (\$500.00) due to him under the terms of the Lease and Agreement made and entered into between the Plaintiff and the Defendant on the 31st day of December, 1963, a copy of which is attached hereto marked "Exhibit A" and by reference specifically made a part hereof, which sum of money with the interest thereon is still due and unpaid.

FILED

[Signature]
Attorney for Plaintiff

C. G. C.

Executed 9-23-66
by Saylor Wilkins, Sdy
Mr. Eastburn, us

SEP 2 1966

ALICE S. DUCK, CLERK
REGISTER

403

LEASE AND AGREEMENT

STATE OF ALABAMA
BALDWIN COUNTY

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TENURE: Beginning this day and ending June 1, 1964.

PROVISO: If Providentially prevented to complete the harvesting of his crop by the end of the rental term, the LESSOR hereby grants a fifteen (15) day period of grace to the LESSEE for the completion of his harvest.

It is further agreed as follows:

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5. The LESSOR shall not be liable for injuries to LESSEE's personnel and/or damage to his property, due to ditches, ponds or any other obstructions contained within said land.

IN WITNESS WHEREOF, we have hereunto set our signatures this the 31 day of December in the year of our LORD nineteen hundred and sixty three (1963)

LESSOR

John S. Weiss Sr.

LESSEE

John Kaiser

FILED

SEP 1 1966

ALICE J. DICK, CLERK
REGISTER

7157

SUMMONS AND COMPLAINT

JOHN S. WEISS, SR.,

Plaintiff

-VS-

JOHN KAISER,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

FILED

SEP 1 1966

W. J. HALL, CLERK

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

Sheet 1 day of Sept 1966
on 23 day of Sept 1966
copy of the within
John Kaiser
Service on above

TAYLOR WILKINS, Sheriff
BY J. M. Goodwin
Elberta, Ala

Sheriff claims 84 miles at
Ten Cents per mile Total \$ 8.40
TAYLOR WILKINS, Sheriff
BY J. M. Goodwin
DEPUTY SHERIFF