

1583

SUMMONS

THE STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:--

YOU ARE HEREBY COMMANDED to summon JOHN ENGLISH to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of MRS. JULIA M. MCKENZIE.

WITNESS my hand this the 25th day of November, 1950.

Reice J. Leucke
Clerk

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COMPLAINT

MRS. JULIA M. MCKENZIE,)	
)	IN THE CIRCUIT COURT OF
Plaintiff)	
)	BALDWIN COUNTY, ALABAMA
VS:)	
)	AT LAW
JOHN ENGLISH,)	
Defendant)	

The Plaintiff claims of the Defendant FIVE HUNDRED SEVENTY SIX & 00/100 DOLLARS (\$576.00), together with interest at the rate of eight per cent (8%) per annum, from December 1st, 1949, damages for the breach of an agreement entered into by him on the 4th day of January, 1949, in substance as follows:

See Exhibit "A", which is attached hereto, made a part hereof and incorporated in this pleading.

And the Plaintiff says that, although she has complied with all its provisions on her part, the Defendant has failed to comply with the following provisions thereof, viz.:

The Defendant failed to make the last payment of rent, in the amount of FIVE HUNDRED SEVENTY SIX & 00/100 DOLLARS (\$576.00), which was due and payable on December 1, 1949, together with interest at 8% from that date.

Ray C. Cluskey
Attorney for Plaintiff

The Defendant lives at Foley, Alabama.

EXHIBIT "A"

RENTAL CONTRACT

STATE OF ALABAMA,
COUNTY OF BALDWIN

THIS CONTRACT AND AGREEMENT, made in triplicate, this the 1st day of December, 1948, by and between Mrs. Julia M. McKenzie; Wylam, Alabama, Lesser, and John English; Foley, Alabama, Lessee, WITNESSETH:

That the above said Lesser does hereby lease and let unto the said Lessee, all that certain real estate acreage, situated in said State and County, and further legally described as follows:

The West Half ($W\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Thirty (30), Township Seven (7) South, Range Four (4) East, containing Eighty (80) acres, more or less. Also-

The East Half ($E\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-Five (25), Township Seven (7) South, Range Three (3) East, containing Eighty (80) acres, more or less. Also-

The Northwest Quarter ($NW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$), Section Twenty-five (25), Township Seven (7) South, Range Three (3) East, Containing Forty (40) acres, more or less, totaling Two Hundred (200) acres.

LESS the following acreage exempted, from the above described acreage as follows:

The brick home, yard, garden, as fenced in, on the West Eighty (80) acres, and estimated at Two (2) acres of land. Also-

The frame home on the East Eighty (80) acres of said two hundred (200) acre farm, together with surrounding yard, containing not exceeding one (1) acre of land.

This contract is for a term of one (1) year, beginning December 1st, 1948, and ending December 1st, 1949.

The rental consideration is the sum of eight dollars (\$8) per acre per year for actual farming lands, totaling Eleven Hundred and Fifty Two Dollars (\$1152.00). The actual farming lands are described as follows:

The west 80 acres, containing 56.59 acres
The east 80 acres, containing 55.49 acres
The N.W. 40 acres, containing 31.79 acres

Total..... 144 Acres

It is mutually understood and agreed between the parties hereto, that the Lessee will cultivate a part of low lands, totaling six and a half ($6\frac{1}{2}$) acres and as much of the six and a half acres, as the weather conditions will allow, during the term of this lease, and agrees to pay the same price per acre as the other lands rented.

It is mutually understood and agreed that the ditches on the above described lands, are to be repaired and put in such condition as to avoid washing, and further damaging the lands, and as has previously agreed to be done, as part of the land contract. The repairing of ditches to meet the approval of the party of the first part, on her visit here next summer.

The rental payments are due on June 1st, 1949 and December 1st, 1949, respectively, in cash, each payment totaling Five Hundred and Seventy-six Dollars (\$576.00).

The Lessee hereby agrees to pay the above said rental when same is due, and to keep and maintain the land and premises in as good condition and repair as now is. Due allowance to be made for wear and weather conditions.

RENEWAL CONTRACT

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Any contract for renewal between the parties hereto is to be agreed upon and duly signed by or before November 1st, of the current year for the next year.

In the event the Lessee fails, or refuses to pay the said rentals, when same is due, or to keep and perform the above conditions and covenants, by him to be kept and performed, the Lesser shall have the right to cancel this contract, by ten days' notice, in writing, per registered mail, and upon such cancellation, to enter the premises and retain any crops on said lands, as liquidated damages for rent, and the said Lessee does hereby waive all formalities and notices, other than the said notice in writing, per registered mail.

This contract and agreement is binding on the parties hereto, their heirs, administrators, executors or assigns.

It is mutually understood and agreed that the Lessee is not to subrent part or all of the lands described herein, without the written consent of the Lesser.

The Lessee further agrees not to stack or pile any cull or waste products of the farm too close to the two houses on the above described lands, where such products would rot and decay and be a nuisance and dangerous to the health of any parties occupying the houses.

Any deferred payments, extended after date of payments of rents, when same is due, eight per cent interest will be charged.

It is further agreed that in the event any of the fields are to be burned the Lessee will plow fire protection lanes around the fences.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 4th day of January, 1949.

/s/(Mrs.) Julia E. McKenzie
Lesser

WITNESS: to signature - - - - - /s/ John English
Lessee

Claude Peteet,
Notary Public, Baldwin County, Ala.

My commission expires August 14, 1951.

(seal affixed)

MAILED 22 day of Nov, 1950
TAYLOR WILKINS, Sheriff

Excluded Nov, 28-1950
By sending copy on

John English

7701683

RECORDED

SUMMONS AND COMPLAINT

MRS. JULIA M. MCKENZIE

PLAINTIFF

VS:

JOHN ENGLISH,

DEFENDANT

J Sheriff
Taylor Wilkins
By
Edwige Steadham

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

FILED

NOV 25 1950

ALICE J. DUCK, Clerk

LAW OFFICE OF

FOREST A. CHRISTIAN

FOLEY, ALABAMA