

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

CIRCUIT COURT Fall TERM, 1940

TO ANY SHERIFF OF SAID STATE:

You are hereby commanded to summon Sam G. Berry to appear within thirty days from the service of this writ in the Circuit Court, at the place of holding the same, then and there to answer to the complaint of MURRAY W. DUNLAP.

Witness my hand, this 15th day of November, 1940.

R. S. Duck  
CLERK

COMPLAINT.

MURRAY W. DUNLAP,  
Plaintiff,

VS.

SAM G. BERRY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW, No. 627

Count One.

The Plaintiff claims of the Defendant NINETY DOLLARS (\$90.00) for the use and occupation by him of the following tract of land, viz: the property known as 568 Fulton Street, Mobile, Alabama, belonging to the Plaintiff, from the 1st day of June, 1939, to the 1st day of September, 1939.

Count Two.

The Plaintiff claims of the Defendant NINETY DOLLARS (\$90.00), the rent of a tract of land, viz: 568 Fulton Street, Mobile, Alabama, demised by the Plaintiff to the Defendant on the 20th day of January, 1939, said rent commencing on the 1st day of June, 1939, and ending on the 1st day of September, 1939.

And the Plaintiff alleges that in and by the terms of said Demise the said Defendant did promise and agree to pay all costs of collecting or attempting to collect any amount due under said demise, including a reasonable attorney's fee; and the Plaintiff alleges that

TWENTY-FIVE DOLLARS (\$25.00) is a reasonable attorney's fee in the premises; and the Plaintiff claims of the Defendant the sum of TWENTY-FIVE DOLLARS (\$25.00) as a reasonable attorney's fee;

And the Plaintiff alleges that in and by the terms of said demise, the Defendant has waived as to this debt, all right of exemption under the Constitution and Laws of Alabama or any other State of the United States, as to personal property.

J. J. Marshall, Jr.  
Attorney for Plaintiff.

ORIGINAL

RECORDED

Quit 627

SUMMONS AND COMPLAINT.

MURRAY W. DUNLAP,  
Plaintiff,  
VS.

SAM G. BERRY,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.  
AT LAW. No. 627

Filed November 15, 1940  
R.S. Duck, Clerk

T. J. MASHBURN, JR.  
LAWYER  
BAY MINETTE, ALABAMA

Executed Nov. 15th 1940  
by serving copy of within Summons and  
Complaint on

Sam H. Berry

W.R. Stuart Sheriff

By \_\_\_\_\_ Deputy Sheriff

627

[illegible]

THE STATE OF ALABAMA,  
Baldwin County.

By virtue of the within execution, I have at -----

o'clock, ----- M., this ----- day of ----- 193----- levied

Returned July 9, 1941, cost paid direct  
to the Clerk, by J. J. Markham for the plaintiffs  
att'y -

W. R. Stuart Sheriff  
By M. B. Hamilton L.B.

Sheriff

COLLECTION COSTS FROM

The State of Alabama, {  
BALDWIN COUNTY

I hereby certify that the within  
and costs in this case are correct, and there was  
----- waiver of exemption as to personal pro-  
perty under the Constitution and Laws of Ala-  
bama.

This ----- day of ----- 193-----

Clerk.

Received in office -----

193-----

Sheriff

Sheriff's Execution Docket, Page -----

Sheriff's Fee Book, ----- Page -----

Letter 6/26/1941

Page -----

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

Murray W. Dunlap,

Plaintiff

vs.

Sam G. Berry

Defendant

Civil Execution for Costs  
Against Plaintiff

Costs ----- \$ 11.25

Civil Fee Book ----- Page 527

Execution Docket ----- Page -----

Filed May 19, 1941, 1941  
P. S. Ducker  
Clerk.

J. J. Markham, Jr.  
Plaintiff's Attorney

Defendant's Attorney

Received in Sheriff's Office

this 19 day of May, 1941

W. R. STUART, Sheriff

# APPLICATION TO RENT

McHugh, Hamilton, Lyon Co., Inc.  
60 St. Francis St.  
Mobile, Ala.

Mobile, Alabama

1/20 1939

Gentlemen:

I hereby make application of renting the property at No. 568 Fulton St.

at a monthly rental of \$ 30 <sup>00</sup>/<sub>100</sub> for a term of 12 months,  
beginning Feb 1st

I will sign usual lease of Mobile Real Estate Association when presented to me for my signature should my application for the property be accepted.

Present residence address Cassden Ala.

Telephone Number \_\_\_\_\_

Business Occupation Union Mutual Life Ins. Co.

Now Renting From \_\_\_\_\_

References: 1st Nat Bank

(SIGN) [Signature]

(SIGN) [Signature]

The above mentioned application is accepted with the understanding that the usual lease of the Mobile Real Estate Association will be signed on or before noon of \_\_\_\_\_

Agent

Remarks: \_\_\_\_\_

Where the rent under this lease is payable in monthly installments, or other installments, in advance, and there is a default by the lessee entitling the lessor to repossess said property, and lessor does so repossess said property amicably or by legal proceedings, the rent for the unexpired term of said installment period, shall be due and payable as liquidated damages for the breach of the conditions of this lease.

If the building leased herein is destroyed by fire, without fault of the lessee, such destruction shall cancel the lease, and rent shall be payable only to the time of such destruction.

If the rented premises, or the building of which it is or may be a part shall be damaged by fire, without fault of the lessee, then, and in that event, the lessor shall have the option to decide whether lessor shall 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.

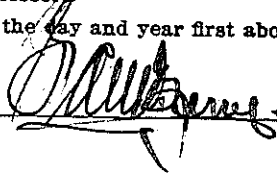
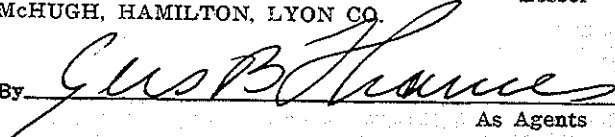
In the event this lessee renews this lease for another period or re-rents the property herein described, all rent payments made after such new rental shall be applied first to the payment of any sum or sums of money due under the previous lease or term, until all indebtedness under said previous lease 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.

  
\_\_\_\_\_  
Lessee  
  
\_\_\_\_\_  
Lessee  
  
Murray W. Dunlap  
\_\_\_\_\_  
Lessor  
McHUGH, HAMILTON, LYON CO.  
  
By   
\_\_\_\_\_  
As Agents

93-18

# LEASE

\$30.00 per month

Sam C. Berry

568 Fulton Street

TO

Murray W. Dunlap

From Feb. 1, 1939

To Feb. 1, 1940

McHUGH, HAMILTON, LYON CO.

INSURANCE

PROPERTY MANAGEMENT OF ALL KINDS  
SALES, RENTS, LOANS AND APPRAISALS

60 ST. FRANCIS STREET  
PHONE DEXTER 1831

Official Lease Mobile Realty Association  
Adopted August 1, 1932  
Powers Co., Mobile

STATE OF ALABAMA,  
MOBILE COUNTY

THIS LEASE, made this

20th

day of

January

, 19 39

between

Murray W. Dunlap

, party of the first part, hereinafter

called lessor by McHUGH, HAMILTON, LYON CO., as agents of the lessor, and

Sam G. Berry

, party of the second part, hereinafter called the lessee.

WITNESSETH: That the lessor does hereby lease and rent unto the lessee, the following premises in the City of Mobile, Alabama, viz.:

the house and lot at #568 Fulton Street

for occupation by the lessee as a dwelling

and for no other different object or purpose, for and during the term of

12 months

to-wit: from

the 1st day of February

, 19 39

to the

1st

day of February

, 19 40

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

The lessee agrees to pay to the lessor or said Agents, at the office of said Agents, the sum of

Three Hundred Sixty and 00/100

Dollars, payable as follows:

By

12 payments

or

Thirty and 00/100

Dollars

each, due and payable, respectively, on the

1st

day of

February

19 39

and on the

1st

day of each month thereafter.

And the lessee further covenants and agrees that if the lessee should at any time, during the continuance of this lease remove or attempt to remove, or manifest an intention to remove the goods, furniture, effects, improvements and personal property brought thereon, out of or from said premises (except in the regular course of trade), without having paid in full all rent which shall become due during the term, or should an execution or other process be levied upon the goods and chattels of the lessee in and upon said premises, or if a petition in bankruptcy be filed by or against the said lessee or an assignment be made for the benefit of lessee's creditors, or a receiver be appointed, or should the lessee violate any other conditions of this lease, then in such case, or upon the happening of any one or more of such cases, the whole rent for the whole term of this lease shall at once become due and payable, at the option of the lessor, and the lessor may proceed by attachment, suit or otherwise, to collect the whole rent reserved in the same manner, as if by the terms of this lease the whole rent for the entire term were payable in advance.

Should the lessee fail to pay rents as they fall due as aforesaid, or violate any of the conditions of this lease, or should the lessee be adjudged a bankrupt, or should a receiver be appointed or should execution or other process be levied upon the interest of the lessee in this lease or the property of the lessee upon the leased premises, the lessor shall have the right at lessor's option, to re-enter said premises and annul this lease. Such re-entry shall not bar the recovery of rent or damages for breach of covenant, nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture. And in order to entitle the lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid, or of other conditions broken, nor to make demand for rent, the execution of this lease, signed by the parties thereto, which signing is hereby acknowledged, being sufficient notice of the rents being due and a demand for the same, and shall be so construed, any law, usage or custom to the contrary, notwithstanding.

And the lessee agrees to comply with all the laws and ordinances of the City of Mobile in regard to nuisances, in so far as the buildings and premises hereby let, and the streets and alleys bounding the same, are concerned, and that the lessee will by no act or omission render the lessor liable for any violation of such city laws or ordinances. The lessee agrees to replace all glass broken; to replace all keys lost or broken, to pay all bills for water used on said premises during this term; to keep all electrical apparatus in order; to permit no waste of property, nor allow the same to be done, but to take good care of said premises; not to assign this lease; nor under-lease or let said premises, or any part or interest therein, without written consent of the lessor, hereon endorsed; 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 shall 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.

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 shall be a part of the debt evidenced and secured by this lease.

And as a part of the consideration of this lease, and for the purpose of securing to the lessor prompt payment of said rent as hereby stipulated or any costs or fees or damages that the lessor may suffer, either by the failure to surrender quiet and peaceable possession of said premises as aforesaid, or for any damages whatsoever which may be awarded the lessor under this lease, the lessee hereby waives all right which lessee may have under the Constitution and Laws of the State of Alabama or any other State of the United States, to have any personal property of the lessee exempt from levy or sale or other legal process.



Where the rent under this lease is payable in monthly installments, or other installments, in advance, and there is a default by the lessee entitling the lessor to repossess said property, and lessor does so repossess said property amicably or by legal proceedings, the rent for the unexpired term of said installment period, shall be due and payable as liquidated damages for the breach of the conditions of this lease.

If the building leased herein is destroyed by fire, without fault of the lessee, such destruction shall cancel the lease, and rent shall be payable only to the time of such destruction.

If the rented premises, or the building of which it is or may be a part shall be damaged by fire, without fault of the lessee, then, and in that event, the lessor shall have the option to decide whether lessor shall 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.

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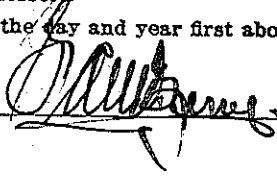
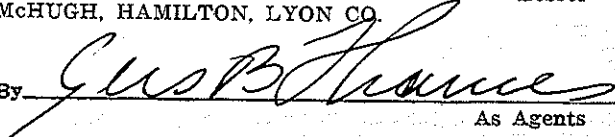
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In the event lessee violates the terms of said lessee's previous lease so as to create or cause a forfeiture of same or be dispossessed from these or any other premises or fails or refuses on demand to pay rent past due under a former lease, then and 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.

  
\_\_\_\_\_  
Lessee  
  
\_\_\_\_\_  
Lessee  
  
Murray W. Dunlap  
\_\_\_\_\_  
Lessor  
McHUGH, HAMILTON, LYON CO.  
  
By   
\_\_\_\_\_  
As Agents

93-85

# LEASE

\$30.00 per month

Sam G. Berry

568 Fulton Street

TO

Murray W. Dunlap

From Feb. 1, 1939

To Feb. 1, 1940

McHUGH, HAMILTON, LYON CO.

INSURANCE

PROPERTY MANAGEMENT OF ALL KINDS  
SALES, RENTS, LOANS AND APPRAISALS

60 ST. FRANCIS STREET

PHONE DEXTER 1831

Official Lease Mobile Realty Association  
Adopted August 1, 1932  
POWER CO. MOBILE

The State of Alabama,

CIRCUIT COURT

No. 627

Baldwin County.

March Term, 1941

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

YOU ARE HEREBY COMMANDED, That of the goods and chattels, lands and tenements of

you cause to be made the sum of (\$11.50) One hundred fifteen & no/100 DOLLARS, which Murray W. Discolague Plaintiff,

recovered of Sam D. Berry Defendant, on the 30<sup>th</sup> day of December, 1941, by the Judgment of our Circuit Court held for the County of Baldwin, besides the sum of Elmer + \$571.00 (\$11.50) DOLLARS,

costs of suit, and have the same to render to the said Elmer + \$571.00 (\$11.50), and make return of this Writ and the execution thereof, according to law.

Interest from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_.

Witness, my hand this 13<sup>th</sup> day of March, 1941.P. S. Duck, Clerk.

CLERK'S FEES		AMOUNT	SHERIFF'S FEES		AMOUNT
Issuing	Summons and Complaint	\$1.25	1	25	
Issuing	copies of same	.30		30	
Issuing	Branch Summons and Complaint	1.25			
Issuing	copies of same	.30			
Entering	Sheriff's Return or copy of above	.20		20	
Docketing Cause		.25		25	
Entering	Appearances	.20			
Filing	Pleas	.10		10	
	Demurrers	.10			
	Affidavits, Certified	.25			
	Commissions to take Depositions	.75			
	copies of Interrogatories				
	Notices of Filing Interrogatories	.50			
Filing	Packages of Depositions	.10			
Inclosing	Packages of Depositions	.10			
	Orders in Court	.30			
	Continuances	.10			
Issuing	Subpoenas for Witnesses	.30			
Trial and Incidents		.75		75	
Entering	Judgment	.30		30	
Issuing	Execution	.50		50	
Entering	Sheriff's Return of Execution	.20		20	
Issuing	Certiorari	.75			
Filing	Certiorari, etc.	.15			
Issuing	Notices	.75			
Issuing	copies of same	.50			
Taking	Bonds	.75			
Filing	Bonds	.10			
Issuing	Attachment Writ and taking Bond	1.00			
Filing	Attachments	.10			
	Summons of Garnishee	.50			
Swearing and Ent.	Answer of Garnishee				
Complete Record, 15c per 100 words		1.50			
Transcript to Supreme Court					
Certificate of Appeal to Supreme Court		.75			
	Notices of Appeal	.75			
	Appeal Bond	.75			
Certificate of Judgment		.50		50	
	Witness Certificates	.25			
TOTAL CLERK'S FEES		5.85	TOTAL SHERIFF'S FEES		3.00
			WAIVER NO WAIVER		
			RECAPITULATION		
			Judgment for <u>plaintiff</u> for		115.00
			Interest from		
			Damages		
			Clerk's Fees		5.85
			Sheriff's Fees		3.00
			Justice of Peace Fees		
			Witness Fees in Justice of Peace Court		
			Constable's Fees		
			Commissioner's Fees		
			Commissioner's Residence		
			Printer's Fees		
			Garnishee's Fees		
			Witness Fees in Circuit Court		6.33/41
			Former Clerk's Fees		
			Trial Tax		Ret 387 3.00
			TOTAL FEES		91.26 95

The State of Alabama,  
Baldwin COUNTY.

CIRCUIT COURT.

Murray W. Desobages,

Plaintiff

VS.

Sam D. Berry

Defendant

CIVIL EXECUTION FOR COSTS  
AGAINST DEFENDANT

Judgment for plaintiff for \$ 115.00

Interest from \_\_\_\_\_, 19\_\_\_\_,

to \_\_\_\_\_, 19\_\_\_\_, \$

Damages \_\_\_\_\_ \$

Costs \_\_\_\_\_ \$ 11.86

Total \$126.86

Civil Fee Book Cons'd Page 627

Execution Docket \_\_\_\_\_ Page "

Filed March 13, 1941

R.S. Deuch  
Clerk

L.J. Mashburn  
Plaintiff's Attorney

Received in Sheriff's Office

this 13 day of March, 1941  
W. R. STUART, Sheriff

COLLECT COSTS FROM  
DEFENDANT

The State of Alabama,  
Baldwin COUNTY.

I hereby certify that the within Judgment and costs in  
this case are correct, and there was a waiver of exemp-  
tion as to personal property under the Constitution and  
Laws of Alabama.

This 13<sup>th</sup> day

of March, 1941

R.S. Deuch  
Clerk.

Received in Office

March 13, 1941  
W.R. Stuart  
Sheriff.

Sheriff's Execution Docket, page \_\_\_\_\_

Sheriff's Fee Book, page 627

Returned this the 25th day of  
April 1941 no property of the de-  
fendant found in Baldwin County.

W.R. Stuart Sheriff  
By M.B. Hamilton  
Deputy Sheriff

The State of Alabama, }  
COUNTY.

By virtue of the within Execution, I have, at  
levied \_\_\_\_\_

19\_\_\_\_

day of \_\_\_\_\_

M., this \_\_\_\_\_

o'clock.

Sheriff.

PLAINTIFF'S WITNESSES

AMOUNT

DEFENDANT'S WITNESSES

TOTAL