

NO. AT LAW
IN THE CIRCUIT COURT OF MOBILE
COUNTY, ALABAMA.

SECOND COUNT. Plaintiffs claim of the defendant One Hundred Five Dollars, due from the defendant by account on towit the February, 1941; which sum of money together with the interest of said sum from towit the 1st day of February, 1941 is still due. Plaintiffs demand a trial by Jury.

The account sued on is verified by affidavit hereto attached.

Randall L. Green C. H. Evans Attorneys for Plaintiffs

STATE OF ALABAMA *
*
COUNTY OF MOBILE *

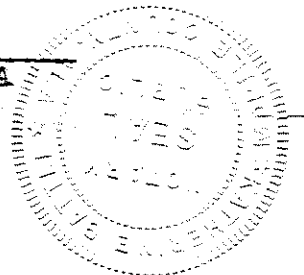
Before me Katherine Battle Notary Public

in and for the said state and county, personally appeared Roulhac Gewin, who is known to me, who being by me first duly sworn, upon his oath deposes and says that he is one of the plaintiffs in the suit, the complaint in which is hereto attached, and is authorized to make this affidavit; that the defendant in said suit, T. W. Richardson is indebted to the plaintiffs mentioned therein by an account and deponent is familiar with the said account; that said account consists of rent due and owing to the plaintiffs under the lease described in said complaint and for the losses mentioned therein caused by defendant's breach of contract by failing to pay the said rent and because they were compelled to release said property for \$5.00 per month less; that defendant failed to pay said rental for November and December, 1940 and January, 1941, so that he now owes \$150.00 together with interest thereon from to wit February 1, 1941 and he also owes said sum of forty five dollars for such losses and the total amount due plaintiffs thereunder is the sum of to wit \$195.00, all as claimed in said complaint, together with fifteen per cent as a reasonable attorney's fee for the collection thereof which attorney's fee is stipulated for in the said lease.

Roulhac Gewin

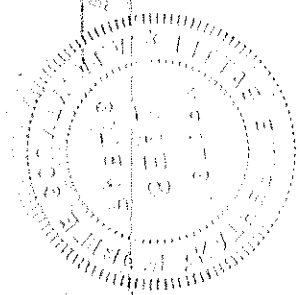
SUBSCRIBED AND SWORN TO BEFORE ME THIS 25 DAY OF JULY 1941.

Katherine Battle
NOTARY PUBLIC MOBILE COUNTY ALABAMA



We the undersigned have the Plaintiff and
 their heirs damaged at two hundred and
 fifty two and 1/100 (\$252.62)

9th Floor
James



RECORDED AND INDEXED TO BOOK 10 PAGE 127 BY CLERK COURT

James

ENTERED FOR THE COURT RECORDS

Fairhope
RECORDED

SUMMONS AND

COMPLAINT.

Civil
684

**REULHAC GEWIN AND
 NOAH SCHWARZ,**
Plaintiffs,

VS.

T. W. RICHARDSON,
Defendant.

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

FILED 29 DAY OF July, 1941.

R.S. Duck
Clerk.

Received in Sheriff's Office
 this 29 day of July, 1941
 W. R. STUART, Sheriff

*Executed by serving a
 copy of the following
 summons & complaint on
 T.W. Richardson the
 defendant this 22 day of Aug.
 1941 W.R. Stuart Sheriff
 by H.W. Whitley Jr.*

684

Anac Gewin and Noah Schwarz

party of the first part, hereinafter

lessor, by Julius E. Marx as agent of lessor, and T. W. Richardson of Fairhope, Ala.

and E. J. Hanlon, of Mobile, Alabama

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.: Second floor of that building at northwest Dauphin and Royal Streets, excepting therefrom space ~~is~~ occupied by Simon Hat Store as a store room, ~~which space shall be located in the present hall and stairs formerly in the third floor.~~

for occupation by the lessee ~~is~~ for the purpose of subleasing said premises to the Esquire Club, a private social club.

and for no other different object or purpose, for and during the term of 15 months

to-wit: from

the 1st day of August, 1940, to the 31st day of October, 1941;

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 (\$750.00)

Seven Hundred Fifty and 00/100 - - - - - Dollars, payable as follows:

By 15 payments or Fifty and 00/100 (\$50.00) - - - - - Dollars

each, due and payable, respectively, on the 1st day of August, 1940 and on the first day of each month thereafter.

It is understood and agreed that if the premises are not delivered by August 1st, then only such portion of the first month's rent shall be paid which is the prorata portion of said rent for said portion of first month for which occupancy is given.

It is understood and agreed that all improvements made to the leased premises shall be paid for in full upon installation, and no Material Liens, or such, shall be placed against said premises, or property.

T. W. Richardson

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.

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.

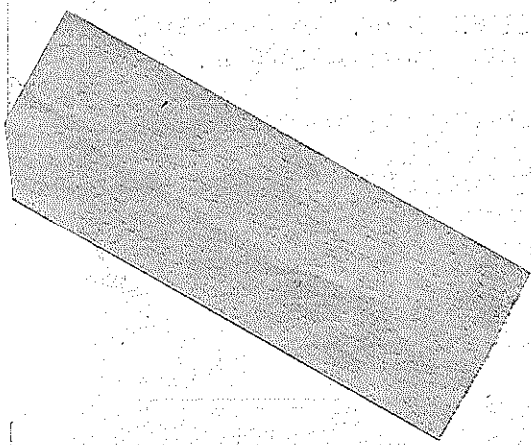
It is understood and agreed that no part of said premises shall be used for the sale, manufacture or storage of any prohibited liquors, or for any other illegitimate purposes.

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.

L. W. Richardson
Lessee
E. J. Stanton
Lessee
Wm. Schwab
Lessor

By _____ As Agents



JULIUS E. MARX
REAL ESTATE
First National Bank Building
MOBILE, ALA.

LEASE

TO

From

To

STATE OF ALABAMA,
BALDWIN COUNTY.

} IN THE CIRCUIT COURT-LAW SIDE.
}

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

You are hereby commanded to summon T. W. Richardson
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
same, then and there to answer the Complaint of Roulhac Gewin and
Noah Schwarz.

WITNESS my hand this 29 day of July: 1941.

R. S. Dorch
Clerk.