

WALTER E. HELLER & COMPANY, INC.,)	
A Corporation,)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
vs.)	
)	AT LAW.
RAY BOONE,)	9403
)	
Defendant.)	

The Plaintiff claims of the Defendant, FIVE THOUSAND ONE HUNDRED TWENTY NINE AND 08/100 DOLLARS (\$5,129.08) for the rent of certain personal property, to-wit, One (1) New Case DW-7 Loader, Log Forks and Grapples, Serial No. 9804865, Motor No. 2185706, which property was leased by Southern Fleet Leasing Corporation to the Defendant on March 12, 1968, said lease being assigned on March 12, 1968, to the Plaintiff herein, said rental commencing on April 12, 1968, and ending on May 17, 1969.

J. Connor Owens, Jr.
 J. Connor Owens, Jr.,
 Attorney for Plaintiff.

FILED

JUL 29 1970

ALICE J. DUCK CLERK
 REGISTER

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon RAY BOONE

..... LITTLE RIVER, ALABAMA

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against.....

..... RAY BOONE Defendant.....

by WALTER E. HELLER & COMPANY, INC., a corporation,

..... Plaintiff.....

Witness my hand this.....29th.....day of.....July.....19.....70

Alvin J. Hester Clerk

Ex 8-7-70

VOL

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No. 9403

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

WALTER E. HELLER & COMPANY,
INC., a corporation,

Plaintiffs

vs.

RAY BOONE

Defendants

SUMMONS AND COMPLAINT

Filed

7/29/70

19.....

JUL 29 1970

Clerk

ALICE J. DUCK

CLERK
REGISTER

J. CONNOR OWENS, JR.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Little River, Alabama

Received In Office

July 29 1970

Taylor Wilkins Sheriff

I have executed this summons

this Aug - 7 1970
by leaving a copy with

Ray Boone

Sheriff claims
Ten Cent per mile
Total \$ 7.00
TAYLOR WILKINS, Sheriff
Deputy Sheriff

Taylor Wilkins Sheriff

W. A. Zolless Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

Little River

WALTER E. HELLER & COMPANY, § IN THE CIRCUIT COURT OF
INC., A Corporation,

Plaintiff, § BALDWIN COUNTY, ALABAMA

Vs. § AT LAW

RAY BOONE, §


Defendant. § NUMBER: 9403

MOTION TO COMPEL ANSWERS TO INTERROGATORIES

Comes now Ray Boone, Defendant in the above styled cause, and shows unto the Court that pursuant to the statute made and provided, the said Ray Boone propounded interrogatories to Plaintiff, Walter E. Heller & Company, Inc., A Corporation, that they were filed and served in this cause on to-wit the 25th day of August, 1970 and that the said Plaintiff, Walter E. Heller & Company, Inc., a Corporation, has to this day, wholly failed or refused to answer the said interrogatories.

Now therefore, the said Ray Boone, moves the Court to enter judgment against the Plaintiff, Walter E. Heller & Company, Inc., for failure to answer interrogatories.

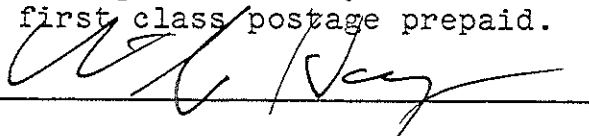
Respectfully submitted.



Wilson Hayes
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 20th day of Nov, 1970, served a copy of the foregoing pleading on counsel for all Parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.



FILED

NOV 20 1970

ALICE J. DUCK CLERK
REGISTER

WALTER E. HELLER & COMPANY, § IN THE CIRCUIT COURT OF
INC., A Corporation,

Plaintiff, § BALDWIN COUNTY, ALABAMA

Vs. § AT LAW

RAY BOONE, §

Defendant. § NUMBER: 9403

ORDER TO SHOW CAUSE

This day came Ray Boone and moved the Court to enter judgment against Walter E. Heller & Company, Inc., A Corporation, Plaintiff in the above styled cause, for failure to answer interrogatories, and upon consideration thereof, the Court:

ORDERS, ADJUDGES and DECREES, That Walter E. Heller & Company, Inc., a Corporation, be, and appear before this Court on the 9th day of December, 1970, at 9:30 o'clock, A.M., then and there to show cause why judgment should not be entered against it for failure to answer interrogatories.

Done this 25th day of November, 1970.

Jeffery J. Mackburn
Judge, Circuit Court

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

August 17, 1970

Clerk, Circuit Court
Baldwin County
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Please file Defendant's answer in the case
entitled Walter E. Heller & Company, a Corp. Vs. Ray
Boone.

With kind regards, I am

Yours very truly,



Wilson Hayes

WH/ms
Enc.

WALTER E. HELLER & COMPANY,
INC., A Corporation,

Plaintiff,

Vs.

RAY BOONE,

Defendant.

I

I

I

I

I

IN THE CIRCUIT COURT OF

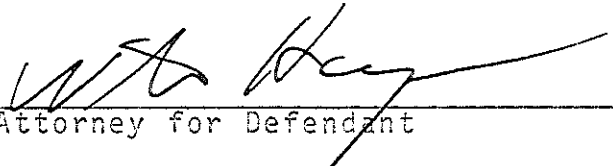
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 9403

Comes now Defendant in the above styled cause and for
answer to the Complaint saith:

1. Not guilty.
2. The matters alleged therein are untrue.
3. That he hath paid the debt, for the recovery of
which this suit was brought, before the action was commenced.

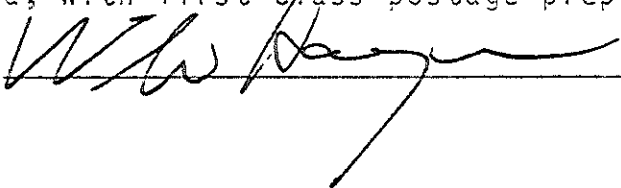

Attorney for Defendant

Defendant demands trial by
jury this 17th day of August, 1970.


Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 17th day of August,
1970, served a copy of the foregoing pleading on counsel for
all parties to this proceeding by mailing the same by United
States Mail, properly addressed, with first class postage prepaid.


Clerk

FILED

AUG 18 1970

ALICE J. DUCK CLERK
REGISTER

FILED

AUG 18 1970

ALICE J. DUCK CLERK
REGISTER

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

November 18, 1970

Clerk, Circuit Court
Baldwin County
Bay Minette, Alabama 36507

Re: Walter E. Heller & Co., Inc.
Vs. Ray Boone, Case #9403

Dear Mrs. Duck:

Please file the enclosed Motion to Compel
Answers to Interrogatories and submit the order for
signature.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Encs.

copy to J.C. Owens

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

July 15, 1971

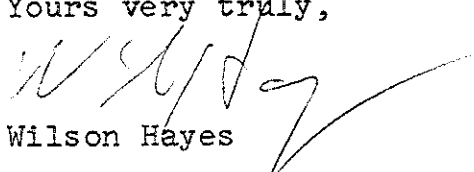
Mrs. Eunice B. Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Re: Heller Vs. Boone
Case #9403

Dear Eunice:

Please file the enclosed amended answer.

Yours very truly,


Wilson Hayes

ms
Enc.

WALTER E. HELLER & COMPANY, § IN THE CIRCUIT COURT OF
INC., A Corporation,

Plaintiff, § BALDWIN COUNTY, ALABAMA

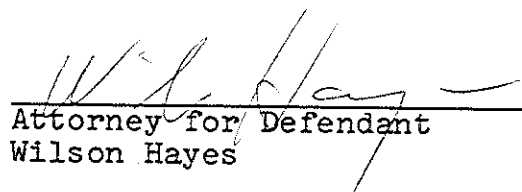
Vs. § AT LAW

RAY BOONE, §

Defendant. § NUMBER: 9403

Comes now Defendant in the above styled cause and
amends his answer to read as follows:

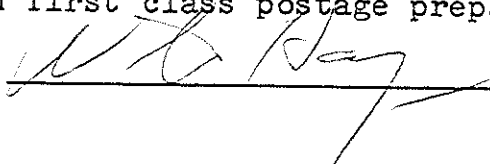
1. The matters alleged therein are untrue.
2. Not guilty.
3. The contract or lease, the basis of this suit is
void.
4. The contract or lease, the basis of this suit is
void under Title 10 Section 21(89) Code of Alabama 1940, as
amended.
5. The contract or lease, the basis of this suit is
void under Title 51 Section 342 Code of Alabama 1940, as
amended.
6. This suit is based on a contract or lease made or
entered into in the State of Alabama by a foreign corporation
not qualified to do business in the State of Alabama at the
time of making such contract or lease.
7. That he hath paid the debt, for the recovery of
which this suit was brought, before the action was commenced.



Attorney for Defendant
Wilson Hayes

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 15 day of July,
1971, served a copy of the foregoing pleading on counsel for all
Parties to this proceeding by mailing the same by United States
Mail, properly addressed, with first class postage prepaid.



WALTER E. HELLER & COMPANY, INC., a corporation,)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
vs.)	
RAY BOONE,)	AT LAW. NO. 9403.
)	
Defendant.)	

ANSWERS TO INTERROGATORIES PROPOUNDED TO
WALTER E. HELLER & COMPANY, INC., a
CORPORATION.

Comes WALTER E. HELLER & COMPANY, INC., a corporation, acting by and through M. J. Northway, and for answer to Interrogatories heretofore propounded to it, separately and severally, says:

1. The name of the officer answering these Interrogatories is M. J. Northway, who is Assistant Vice-President, and whose address is 105 West Adams Street, Chicago, Illinois, 66090.

I am approximately 50 years of age.

2. I have served with the Plaintiff in this cause for approximately 22 years.

3. There is attached to answers to these Interrogatories, a copy of the lease agreement entered into.

4. There is attached to answers to these Interrogatories, a copy of the assignment.

WALTER E. HELLER & COMPANY, INC.,
A Corporation

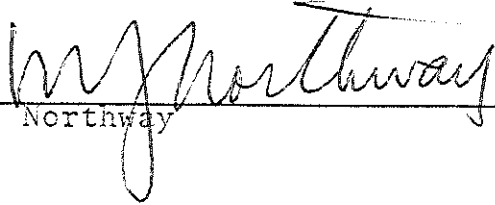
By: M J Northway
As its Assistant Vice-President.

STATE OF ILLINOIS)
 (
COUNTY OF COOK)

Before me, the undersigned authority, personally appeared M. J. Northway, who is known to me and who, being first duly sworn, deposes and says:

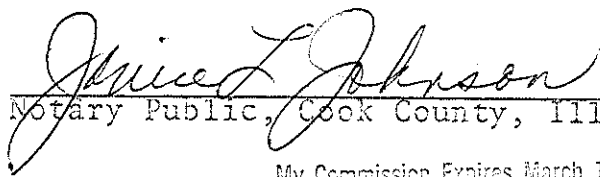
That he has read the foregoing Answers to Interrogatories propounded to Walter E. Heller & Company, Inc., a corporation, in

the foregoing cause, and that the answers are true and correct
to the best of his knowledge, information and belief.



M. J. Northway

Sworn to and subscribed before
me this 8th day of December, 1970.



Notary Public, Cook County, Illinois.
My Commission Expires March 15, 1974

ASSIGNMENT OF LEASE AND RENTS

67570

Lessee RAY BOONE Date of Lease March 12, 1968
Address GENERAL DEL LITTLE RIVER, ALA Unpaid Rents \$ 18,766.44

For value received, the undersigned hereby assigns to WALTER E. HELLER & COMPANY (Inc.), (hereinafter called "Assignee"), and to its successors and assigns, the above-described lease between undersigned, as Lessor, and Lessee named above, all right, title and interest in and to the same, including all rents now or hereafter owing thereunder. Nothing contained herein shall be construed as an assumption by Assignee of any of the obligations of the undersigned pursuant to said lease, but Assignee shall nevertheless have unrestricted right to collect the rents hereby assigned.

The undersigned is not authorized to and will not alter, amend, or modify with Lessee any of the terms of said lease or terminate the same. Any rents received from Lessee will be immediately paid over to Assignee in kind, and the undersigned agrees that it is the trustee for Assignee of any rents assigned hereby which shall come into its possession.

Any agreement of the parties herein or elsewhere contained to the contrary notwithstanding, it is agreed that Assignee shall have recourse, in the event of default of Lessee only to the property described in a certain Chattel Mortgage, dated the 12 day of March, 1968, given by the undersigned, as Mortgagor, to Assignee, as Mortgagee, to secure the payment of rents assigned hereby.

Witness our hand and seal, this 12 day of March, 1968

Southern Fleet Leasing Corp.

(Assignor)

By [Signature]

(SEAL)

Its Vice President

Title of officer, if Assignor is corporation.
If sole proprietor or partner, state which.

STATE OF Ala.
COUNTY OF Mobile

Before me, the undersigned, George E. Carpenter Jr., a Notary Public in and for the county and state aforesaid, personally appeared G.D. Hollingsworth and

[Signature], to me known to be the persons described in and who executed the foregoing instrument, bearing date on the 12 day of March, 1968; and to me known to be the Vice President and [Signature], respectively, of

[Signature], the corporation described therein; and who severally acknowledged that they executed the same as such officers in the name and on behalf of and as the free and lawful deed of said corporation, by the authority of its board of directors, and that the seal affixed thereto is the corporate seal of said corporation.

Witness my hand and official seal, this 12 day of March, 1968.

[Signature]
Notary Public

(SEAL)

My commission expires June 1969

SOUTHERN FLEET LEASING CORPORATION

P. O. Box 451, Baton Rouge, Louisiana 70806

LEASE

LESSEE NO.

LEASE NO.

SUPPLIER'S
SALESMAN

67570

NAME AND ADDRESS OF LESSEE

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

Mr. Ray Boone
General Del

Alabama Tractor Co. South Inc.
1101 Highway 43
Savannah, Ala.

Little River, Ala.

NAME OF PERSON TO CONTACT

Mr. Ray Boone

QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO. OR OTHER IDENTIFICATION	PRICE
1 (ONE)	NEW CASE 44-7 LOADER, LOG FORKS AND GRAPPLES Serial No. 9804865 Motor No. 2185706	\$ 16,300.00
TOTAL LIST		
FEDERAL EXCISE TAX (IF ANY)		
TRANSPORTATION (IF ANY)		
OTHER		
SALES TAX		241.50
LESS TRADE-IN (IF ANY)		

LOCATION OF EQUIPMENT: STREET ADDRESS	Little River and area	TOTAL COST	\$ 16,341.50
STATE	Ala.	COUNTY	Baldwin
		CITY	Little River

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE				PAYMENT DUE UPON SIGNING OF LEASE		RENEWAL RATE	
NO. OF YEARS	NO. OF RENT PAYMENTS	WHEN RENT PAYABLE (MONTHLY, QUARTERLY, ETC.)	AMOUNT OF EACH RENTAL PAYMENT	1ST MONTH'S RENT	AS SECURITY	PER YEAR IN ADVANCE	USE TAX
3	36	monthly	RENT \$ 555.61 USE TAX INS \$ 23.07 TOTAL RENTAL \$ 578.68	\$ 568.66	\$ 1127.36	\$ 805.00	\$ 805.00

ADDITIONAL PROVISIONS

2 Additional payments of \$805.00 each due on May 1, 1971 and May 1, 1972

Lessee hereby leases from Lessor who leases to Lessee the equipment described above, upon the terms and conditions set forth on the reverse side of this page; and Lessee acknowledges that Lessee has read them. THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS PAGE ARE A PART OF THIS LEASE.

The undersigned agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

Date March 12, 1968

Date March 12, 1968

SOUTHERN FLEET LEASING CORPORATION

Name of Lessee Ray Boone
(Full Legal Name)

By: [Signature]
(Title)

By: [Signature]
(Title)

WITNESS:

WITNESS:

SURETY AGREEMENT

In consideration of the Lessor entering into this lease with the Lessee, the undersigned hereby guarantees and becomes surety for the Lessee in favor of the Lessor for the full and faithful performance of all Lessee's obligations under this lease. This obligation of the undersigned surety is joint, several and in solido with the Lessee. The undersigned shall be bound as if principal obligors for all amounts due under this lease, both for the basic term and for the continued month to month basis thereafter, until this lease is terminated by Lessor under the terms of this agreement, and consents in advance to all extensions. The undersigned renounce any plea and benefit of discussion or division granted by law to sureties; it is understood and agreed that without this guarantee or surety agreement, Lessor would be unwilling to enter into this contract of lease with the Lessee.

Executed in the presence of the undersigned competent witnesses this _____ day of _____, 1968.

WITNESSES:

FILED

DEC 30 1970

GUARANTOR

GUARANTOR

SEE COPY OF LEASE-5

ALICE J. DUCK
CLERK
REGISTER

PRINTING, INCORPORATED

LEASE. Lessor leases from Lessor, and Lessor leases to Lessee, the movable (personal) property described above and in any schedule made a part hereof by the parties (herein called "equipment").

2. **SELECTION OF EQUIPMENT.** Lessee has requested equipment of the type and quantity specified above and has selected the supplier named above. Lessor agrees to order the equipment from the supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment if delivered in good repair, and authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect the validity of this lease.

3. **ERRORS IN ESTIMATED COST.** As used herein, "actual cost" means the cost to Lessor of purchasing and delivering the equipment to Lessee, including taxes, transportation charges and other charges. The amount of each rent payment, the security deposit, and the renewal rental initially set forth above are based on the total cost initially set forth above, which is an estimate, and each shall be adjusted proportionately if the actual cost of the equipment differs from the estimate. Lessee authorizes Lessor to correct the figures set forth above when the actual cost is known, and to add to the amount of each rent payment any tax that may be imposed on or measured by the rent payments. If the actual cost of the equipment differs from the estimated total cost by more than 10%, however, either party at its option may terminate this lease by giving written notice to the other within 15 days after receiving notice of the actual cost or the corrected rent.

4. **WARRANTIES.** Lessor will request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor, but Lessor itself makes no express or implied warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of the equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease.

5. **INITIAL TERM.** The initial term of this lease commences on its execution by Lessor and ends on the expiration of the number of years specified above after the first day of the calendar month (herein called "month of shipment") in which the supplier of the equipment ships it to Lessee.

6. **RENT.** Lessee agrees to pay rent during the initial term of this lease equal to the amount of each rent payment specified on the reverse, multiplied by the number of payments specified. The first rent payment and the security deposit are due when this lease is signed by Lessor. Subsequent rent payments, if monthly, shall be due on the first day of every calendar month after month of shipment or, if quarterly, shall be due on the first day of every third calendar month after the month of shipment. All rent shall be paid to Lessor at its address set forth above, or as otherwise directed by Lessor in writing.

7. **SECURITY DEPOSIT.** Lessor may, but shall not be obliged to apply the security deposit to cure any default of Lessee, in which event Lessee shall promptly restore the security deposit to the full amount specified above. Upon termination of this lease and all renewals, if Lessee has fulfilled all its terms and conditions, Lessor shall return any remaining balance of the amount actually deposited.

8. **RENEWAL.** After its initial term, this lease shall be automatically renewed each year for a term of one year, at the annual renewal rental specified on the reverse, payable in advance, unless Lessee gives Lessor written notice of cancellation at least 30 days before the end of the preceding term.

9. **LOCATION.** The equipment shall be delivered and thereafter kept at the location specified on the reverse; or, if none is specified, at Lessee's address as set forth on the reverse, and shall not be removed therefrom without Lessor's prior written consent.

10. **NOTICE OF DEFECTS.** Unless Lessee gives Lessor written notice of any defect or other proper objection to an item of equipment within 5 business days after its receipt, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease.

11. **USE.** Lessee shall use the equipment in a careful manner and shall comply with all laws relating to its possession, use or maintenance.

12. **LABELS.** If Lessor supplies Lessee with labels stating that the equipment is owned by Lessor, Lessee shall affix and keep them on a prominent place on each item of equipment.

13. **OPERATION AND MAINTENANCE.** Lessee shall pay all costs and expenses of operating the leased equipment. At its expense, Lessee shall keep the equipment in good repair and shall make all necessary repairs and replacements at its own expense. Title to any replacement parts shall vest in Lessor.

14. **ALTERATIONS.** Lessee shall not make any alterations, additions or improvements to the equipment without Lessor's prior written consent.

15. **SURRENDER.** Upon the expiration or earlier termination of this lease, Lessee, at its expense, shall return the equipment in good repair, ordinary wear and tear resulting from its proper use alone excepted, by delivering it, packed and ready for shipment, to such place or carrier as Lessor may specify.

16. **LOSS AND DAMAGE.** Lessee shall bear the entire risk of loss, theft, damage or destruction of the equipment from any cause whatsoever; and no loss, theft, damage or destruction of the equipment shall relieve Lessee of the obligation to pay rent or from any other obligation under this lease.

If any item of equipment is damaged Lessee shall immediately place it in good repair. If any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall at Lessor's option either: (a) replace it with like equipment in good repair, or (b) pay Lessor in cash all of the following:

(i) all amounts then owed by Lessee to Lessor under this lease, plus (ii) an amount equal to 10% of the actual cost of the item, and (iii) the unpaid balance of the total rent for the initial term of this lease attributable to the item. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in the item, in its then condition and location, without warranty express or implied. The sum of the amounts numbered (ii) and (iii) will be deemed equal to the fair value of the item on the date of loss, theft, damage or destruction.

17. **INSURANCE, LIENS AND TAXES.** Lessee assumes the entire risk of loss from every hazard and no loss shall relieve Lessee of its obligations hereunder. Lessee agrees to keep the property insured to protect all interests of Lessor, at Lessee's expense, naming Lessor as an insured, for such risks and in such amounts as Lessor may require, including the liability of Lessor for personal injury and property damage; Lessor may, but shall not be obligated to, insure the leased property at the Lessee's expense. The insurance policies and their proceeds shall be the sole property of Lessor. The proceeds of such insurance whether resulting from loss, damage, or return premium or otherwise, shall be applied toward the replacement or repair of the property or the payment of obligations of Lessee hereunder at Lessor's option. Lessee appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss, damage or return premium under any insurance policy issued on the property.

Lessee shall keep the equipment free and clear of all liens, liens and encumbrances. Lessee shall pay all charges and taxes (local, state and federal) which are now or may hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the equipment, excluding however, all taxes on or measured by Lessor's income.

18. **INDEMNITY.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, expenses, damages and liabilities, including attorney's fees, arising in connection with the equipment, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

19. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, hypothecate or otherwise dispose of this lease or any interest in it therein, or (b) sublet or lend the equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

Lessor may assign this lease or mortgage the equipment, in whole or in part, without notice to Lessee; and its assignee or mortgagee may reassign this lease or mortgage, without notice to Lessee. Each such assignee or mortgagee shall have all of the rights but none of the obligations of Lessor under this lease. Lessee shall recognize each such assignment or mortgage and shall not assert against the assignee or mortgagee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the above, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, and assigns of the parties.

20. **DELINQUENCY CHARGES AND EXPENSES:** In the event any monthly rental payment is not paid within five days after its due date, Lessee will pay a delinquency charge of 5% of the amount of the rental payment in default, or \$5 per rental payment, whichever is more. Nothing in this paragraph shall be construed to preclude Lessor's exercise of any rights or options in case of default as described above. Lessee will pay all reasonable charges, expenses and fees.

21. **DEFAULT.** (a) The following acts shall each constitute a default: (1) Lessee's failure to pay any installment of rental when due or to reimburse Lessor for any sum due Lessor if such failure continues for more than 10 days after Lessor demands payment; (2) filing of a petition under any bankruptcy law by or against Lessee; (3) making by Lessee of any assignment for the benefit of creditors; (4) the appointment of any trustee or receiver for Lessee's business or assets or any part of them; (5) any assignment, voluntary or involuntary, of Lessee's interest in the equipment; (6) filing of any lien, attachment or execution on the equipment (unless such petition, assignment, appointment, lien, attachment or levy is withdrawn or nullified within 20 days); (7) Lessee's failure to perform or breach of any of the other terms of this lease. Upon such default, Lessor may, at Lessor's option, by written notice to Lessee, terminate this lease.

(b) Upon any such termination Lessee shall immediately return the leased equipment to Lessor. Lessor may, at any time, take possession of the equipment which Lessee shall have failed to surrender, as required by this Paragraph, wherever it shall be located, and may enter upon any premises of Lessee for this purpose. Lessor shall hold any equipment thus returned free and clear of this lease and of any rights of Lessee hereunder.

(c) Upon any default, Lessor shall have the right, at its option, but shall not be obligated, to do one or more of the following: (1) to sue for and recover all rents and other amounts then due or thereafter accruing under this lease; (2) to take possession of any or all of the equipment, wherever it may be located, without demand or notice, without any court order or other process of law, and without incurring any liability to Lessee for any damages occasioned by such taking of possession; (3) to sell any or all of the equipment at public or private sale for cash or on credit and to recover from Lessee all costs of taking possession, storing, repairing and selling the equipment, plus an amount equal to 10% of the actual cost to Lessor of the equipment sold, and the unpaid balance of the total rent for the initial term of this lease attributable to the equipment sold, less the net proceeds of such sale; (4) to terminate this lease as to any or all items of equipment; (5) if Lessor elects to terminate this lease as to any or all items of equipment, to recover from Lessee as to each item subject to termination the worth at the time of termination, of the excess, if any, of the amount of rent reserved herein for that item for the balance of the term hereof over the then reasonable rental value of the item for the same period of time; (6) to pursue any other remedy now or hereafter existing at law or in equity.

Notwithstanding any action taken by Lessor, including taking possession of any or all of the equipment, Lessee shall remain liable for the full performance of all its obligations hereunder, but if Lessor terminates this lease in writing, as to any item of equipment, Lessee shall not be liable for rent for such item accruing after the date of such termination.

In addition, Lessee shall pay Lessor all costs and expenses incurred by Lessor in exercising any of its rights or remedies hereunder, including reasonable attorney's fees to be fixed at not less than 15% of the amount in default or \$25, whichever is more.

22. **MULTIPLE LESSEES.** If more than one Lessee is named in this lease, the liability of each shall be joint and several (in solidum).

23. **CHOICE OF LAW.** This lease shall be governed by and construed in accordance with the law of the State of Louisiana.

24. **OWNERSHIP.** The equipment is, and shall at all times remain, Lessor's property; Lessee shall have no right, title or interest therein except as expressly set forth in this lease.

25. **ENTIRE AGREEMENT; WAIVER.** This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision to it. Except as provided in Paragraph 3 above, a provision may be added, or altered only by a writing signed and made a part hereof by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

26. **CORRECTION OF CLERICAL ERRORS.** Lessor is authorized to correct any obvious or patent errors in this lease and its accompanying and companion documents.

94076

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

May 29, 1972

Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Re: Heller v Boone
Cases 9444 & 9403

Dear Mrs. Blackmon:

Please submit the enclosed order to Judge Mashburn for signature. These are cases which he has already decided on and Mr. Connor Owens and I have agreed upon.

With kind regards, I am

Yours very truly,



Wilson Hayes

WH/mm
Encs.

WALTER E. HELLER & COMPANY,
INC., A Corporation,

Plaintiff,

Vs.

RAY BOONE,

Defendant.

I

I

I

I

I

IN THE CIRCUIT COURT OF

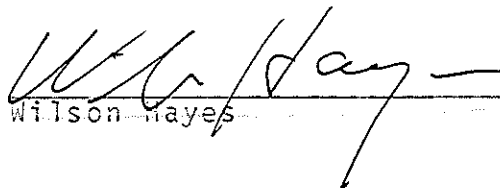
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 9403

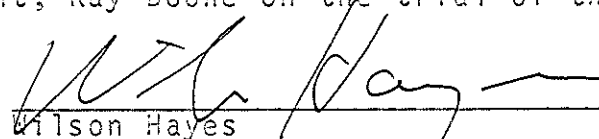
Comes now the Defendant, Ray Boone, in the above styled cause and desiring the testimony of the Plaintiff, propounds the following interrogatories, to be answered by the Plaintiff under oath:

1. What is your name, age, address and connection with Plaintiff?
2. How long have you been associated with Plaintiff?
3. Attach a true and legible copy of the lease, if any, which is the subject of this suit.
4. Attach copies of the Assignments ending with the Assignment to Plaintiff.



Wilson Hayes

STATE OF ALABAMA
BALDWIN COUNTY

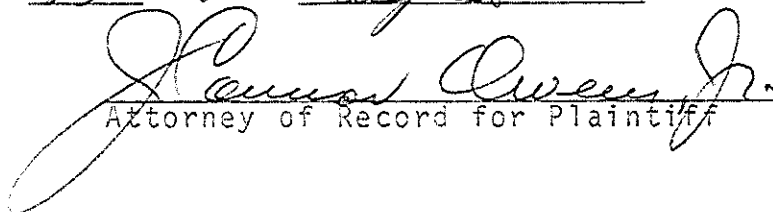
Before me, the undersigned authority in and for said State and County personally appeared Wilson Hayes, who being known to me, stated under oath that he is the Attorney for Defendant, Ray Boone in this cause; that the answer to the foregoing interrogatories when well and truly made, will be material evidence for the said Defendant, Ray Boone on the trial of the said cause.


Wilson Hayes

Sworn to and subscribed to before me this the 22nd
day of August, 1970.


Notary Public

Service of a copy of the foregoing interrogatories is hereby acknowledged, this 25 day of August, 1970.


Attorney of Record for Plaintiff

FILED

AUG 25 1970

ALICE J. DUCK CLERK
REGISTER

FILED

AUG 25 1970

ALICE J. DUCK

CLERK
REGISTER

WALTER E. HELLER & COMPANY,
INC., A Corporation,

Plaintiff,

Vs.

RAY BOONE,

Defendant.

§

IN THE CIRCUIT COURT OF

§

BALDWIN COUNTY, ALABAMA

§

AT LAW

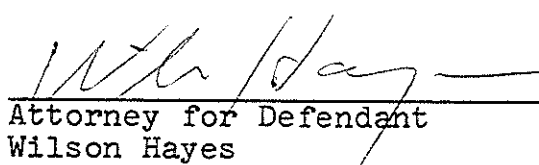
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NUMBER: 9403

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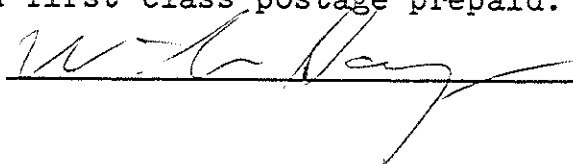
Comes now Defendant in the above styled cause and amends his answer to read as follows:

1. The matters alleged therein are untrue.
2. Not guilty.
3. The contract or lease, the basis of this suit is void.
4. The contract or lease, the basis of this suit is void under Title 10 Section 21(89) Code of Alabama 1940, as amended.
5. The contract or lease, the basis of this suit is void under Title 51 Section 342 Code of Alabama 1940, as amended.
6. This suit is based on a contract or lease made or entered into in the State of Alabama by a foreign corporation not qualified to do business in the State of Alabama at the time of making such contract or lease.


Attorney for Defendant
Wilson Hayes

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 17 day of June, 1971, served a copy of the foregoing pleading on counsel for all Parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.



FILED

JUL 12 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Case No. 100-10000

IN SENATE
JULY 12, 1971

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF SOCIAL SERVICES
ON THE
PROCEEDINGS OF THE
JURY TRIAL OF
THE
CASE OF
THE
STATE OF NEW YORK
VS.
JOHN J. SUTHERLAND
ET AL.

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF SOCIAL SERVICES

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF SOCIAL SERVICES
ON THE
PROCEEDINGS OF THE
JURY TRIAL OF
THE
CASE OF
THE
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ET AL.

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF SOCIAL SERVICES

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF SOCIAL SERVICES

FILED
JUL 12 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF SOCIAL SERVICES

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REPORT OF THE
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UNITED STATES DISTRICT COURT
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF SOCIAL SERVICES

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

REPORT OF THE
COMMISSIONER OF THE
DEPARTMENT OF SOCIAL SERVICES

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WALTER E. HELLER & COMPANY,
INC., A Corporation,

Plaintiff,

Vs.

RAY BOONE,

Defendant.

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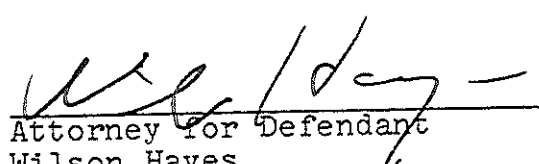
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 9403

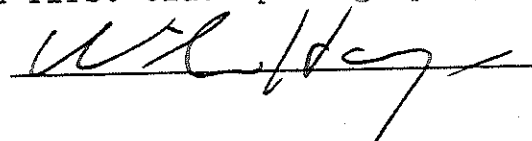
Comes now Defendant in the above styled cause and first having leave of the Court does withdraw his demand for a jury trial.



Attorney for Defendant
Wilson Hayes

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 14th day of Oct, 1971, served a copy of the foregoing pleading on counsel for all Parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.



FILED

OCT 18 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

WALTER E. HELLER & COMPANY,
INC., a Corporation,

Plaintiff,

Vs.

RAY BOONE,

Defendant.

¶

IN THE CIRCUIT COURT OF

¶

BALDWIN COUNTY, ALABAMA

¶

AT LAW

¶

NUMBER: 9403

¶

This cause coming on to be heard ore tenus and upon consideration of the evidence submitted ore tenus, the Court finds that the lease agreement, the foundation of Plaintiff's suit, was executed by Defendant and Southern Fleet Leasing Corporation; that Southern Fleet Leasing Corporation was a foreign corporation and not qualified to do business in the State of Alabama. Upon consideration thereof, the Court
GIVES JUDGMENT FOR THE DEFENDANT.

The costs herein are taxed against Plaintiff for which let execution issue.

Done this 30th day of May, 1972.

Telfair J. Mashburn
Telfair J. Mashburn
Judge, Circuit Court
Baldwin County, Alabama

FILED

MAY 31 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

WALTER E. HELLER & COMPANY, § IN THE CIRCUIT COURT OF
INC., A Corporation,

Plaintiff, § BALDWIN COUNTY, ALABAMA

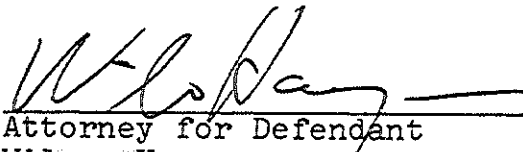
Vs. § AT LAW

RAY BOONE, §

Defendant. § NUMBER: 9403

Comes now Defendant in the above styled cause and demurs to the replication heretofore filed by Plaintiff, and for grounds says:

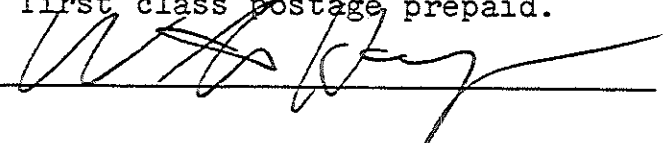
1. The replication is immaterial.
2. The replication is no reply to Defendant's plea.
3. The replication, if proved, does not contravene Defendant's plea.
4. The replication attempts to set up an equitable reply to Defendant's defense.



Attorney for Defendant
Wilson Hayes

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 14 day of July, 1971, served a copy of the foregoing pleading on counsel for all Parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.



FILED

JUL 15 1971

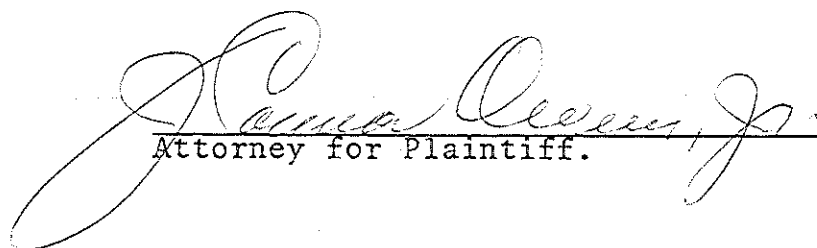
EUNICE B. BLACKMON CIRCUIT CLERK

WALTER E. HELLER & COMPANY, INC.,)		
A Corporation,)	IN THE CIRCUIT COURT OF	
)		
Plaintiff,)	BALDWIN COUNTY, ALABAMA	
vs.)		
RAY BOONE,)	AT LAW.	NO. 9403.
)		
Defendant.)		

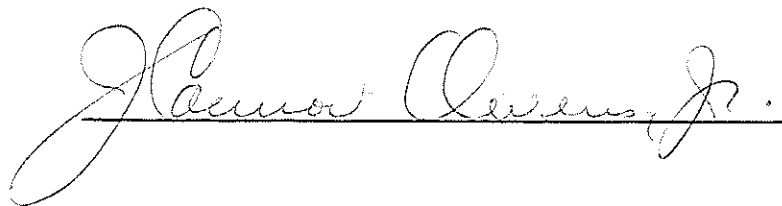
REPLICATION:

Now comes the Plaintiff in the above styled cause and for replication to paragraphs numbered 3 through 6, both inclusive, of the Answer filed by the Defendant, says as follows:

1. That the Defendant cannot avail himself of the defense set forth in this case inasmuch as he has accepted the benefits of the contract.


Attorney for Plaintiff.

I, the undersigned Attorney of Record for the Plaintiff in the foregoing cause, do hereby certify that I have caused a copy of the foregoing to be served on Wilson Hayes, the Attorney of Record for the Defendant in said cause, by placing the same in the United States Mail, properly addressed, with postage prepaid, this 13th day of July, 1971.



Filed
7-14-71

Ernie S. Blackman
clerk