

Lillie B. Malone d/b/a  
PRICE FURNITURE COMPANY

Plaintiff

vs

FLOYD ALLEN RACINE

Defendant

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

At Law

Case No. 10,149

COUNT I. The plaintiff claims of the defendant  
TWO HUNDRED TEN & 99/100 DOLLARS (\$210.99) due from him by  
account, on to wit: March 19, 1971, which sum of money with  
the interest thereon is still due and unpaid.



FRED F. SMITH, JR.  
Attorney for Plaintiff

302 DeLaMare  
Fairhope, Alabama 36532

SERVE DEFENDANT:

Place of employment  
Material Sales Company, Inc.  
558 Fairhope Avenue  
Fairhope, Alabama

FILED

DEC 8 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

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 .....Floyd Allen Racine.....

.....  
.....  
.....  
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.....

Floyd Allen Racine  
....., Defendant.....

by .....Lillie B. Malone d/b/a PRICE FURNITURE COMPANY.....

....., Plaintiff.....

Witness my hand this.....8.....day of.....Dec.....1972

Ernie B. Blackmon, Clerk

No. 14,149

Page.....

**THE STATE OF ALABAMA**  
**BALDWIN COUNTY**

**CIRCUIT COURT**

Billie B. Malone d/b/a.....

**PRICE FURNITURE COMPANY**  
Plaintiffs

vs.

Floyd Allen Racine.....  
928-2325 Defendants

**SUMMONS AND COMPLAINT**

Filed ..... 19.....

**FILED** Clerk

DEC 8 1971

**EUNICE B. BLACKMON** CIRCUIT  
CLERK

DEC 8 1971

TAYLOR WILKINS  
SHERIFF  
Fred F. Smith, Jr.  
P.O. Box 487 Plaintiff's Attorney  
Fairhope, Ala.

Defendant's Attorney

Defendant employed at  
Material Sales Co., Inc.  
558 Fairhope Ave., Fairhope, Ala.

Received In Office

December 9 1971

Sheriff

I have executed this summons

this 16 Dec. 1971

by leaving a copy with

Floyd Allen Racine

Sheriff claims 70 miles in

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS Sheriff

BY W. Crook  
DEPUTY SHERIFF

Taylor Wilkins Sheriff  
W. Crook Deputy Sheriff

# PRICE FURNITURE COMPANY

*Your Complete Home Furnishing Store*

FAIRHOPE, ALABAMA

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Agent.....

THIS CONTRACT OF LEASE, executed between PRICE FURNITURE COMPANY, herein after called the lessor and.....

Mrs. J. Allen Racine

hereafter called the lessee....., witnesseth: That the said lessee; has leased in good condition from the lessor the following described personal property, which is not to be moved from the place of delivery without written consent of lessor, under penalty of forfeiture of leasehold rights.

QUANTITY	STOCK No.	DESCRIPTION		
1	#6941	Playspen & pad	22	95
2	pr.	Supes, @ 14.95	29	90
1		4 1/6 Spunk	24	95
			77	80
		Inf	3	12
			80	92
		Del. By self		
		LESS PAYMENT IN CASH "AS PER CONTRACT"	13	00
		DEFERRED BALANCE	67	92

The conditions of this lease are as follows: Said property is leased for a term of.....months. The lessee..... agrees to pay the lessor for the use of said property the sum of.....13.00..... Dollars cash and.....18.50..... Dollars per.....month..... during the term of this lease.

cash and.....18.50..... Dollars per.....month..... during the term of this lease. Should said lessee..... make default in the payment of any installment of rent due for the use of said property, as above set forth, the lessor or its agents shall have the right to enter whatsoever said property then is, without order of court and seize with or without legal process the same—claims for damage for such seizure being waived. In the event of destruction by fire, or loss of, or damage to, said goods, in any manner while same are in possession of lessee; under this lease lessee.... covenants to hold.....self responsible to lessor for value thereof, and waives right of exemption under laws of Alabama, or any other state, against legal process, for collection of such value, or unpaid installments. Should the lessor—employ an attorney to recover the same property or collect rent due for the use of same.....agree to pay a reasonable attorney fee.

Lessor and lessee agree and stipulate as part of this lease that if, during the time lessee has possession of aforesaid property hereunder, he should lease other property from lessor under same terms and provisions except as to amount of rent, all property subsequently leased shall become, and it and the foregoing property shall be and remain subject to the terms and provisions of this lease, until the entire rent therefor as well as the rent herein provided for has been fully paid.

This instrument embodies the entire contract, and no verbal representations or agreements will be recognized.

IN WITNESS WHEREOF, said lessor and lessee.... hereunto set their hands and seals on the 10 days of March, 1971, at Fairhope, Alabama.

ADDRESS

PRICE FURNITURE COMPANY

361 Pomelo St.  
Turkopol, Ala. 36532

By M. D. Perry (Seal)

By M. S. E. Allen Racine (Seal)

Employment.....

Wife — Husband name.....

Wife — Husband employment.....

Trade references.....

Personal references.....

Previous address.....

Remarks.....

By Mrs. Audrey Racine (Seal)

N	O	PO
	C	H

By X Mrs. Floyd Racine (Seal)

March 11, 1917  
1411 1/2 Street  
New York, N.Y.

Employment

Riviera

Wife — Husband name

Audrey

Wife — Husband employment

None

Trade references

1st National Bank of Europe — Cash — Paid in full  
(Satisfactory)

Personal references

Mrs. Sally Philpot — Mother  
Mrs. L. Keller — Aunt

Previous address

Soley

Remarks



O.K.

# PRICE FURNITURE COMPANY

*Your Complete Home Furnishing Store*

FAIRHOPE, ALABAMA

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Agent.....

THIS CONTRACT OF LEASE, executed between PRICE FURNITURE COMPANY, herein after called the lessor and.....

hereafter called the lessee....., witnesseth That the said lessee; has leased in good condition from the lessor the following described personal property, which is not to be moved from the place of delivery without written consent of lessor, under penalty of forfeiture of leasehold rights.

QUANTITY	STOCK No.	DESCRIPTION		
1	# 7917	Baby Bed (maple)	44	95
1		" " Mattress	15	95
1		Bumper pad	4	95
			65	85
		Sales Inf	2	64
			68	49
		CARRYING CHARGES		
		LESS PAYMENT IN CASH "AS PER CONTRACT"	6	00
		DEFERRED BALANCE	62	49

The conditions of this lease are as follows: Said property is leased for a term of 600 months. The lessee 1 agrees to pay the lessor for the use of said property the sum of 600 Dollars

cash and..... Dollars per month during the term of this lease. Should said lessee..... make default in the payment of any installment of rent due for the use of said property, as above set forth, the lessor or its agents shall have the right to enter whatsoever said property then is, without order of court and seize with or without legal process the same—claims for damage for such seizure being waived. In the event of destruction by fire, or loss of, or damage to, said goods, in any manner while same are in possession of lessee; under this lease lessee.... covenants to hold.....self responsible to lessor for value thereof, and waives right of exemption under laws of Alabama, or any other state, against legal process, for collection of such value, or unpaid installments. Should the lessor—employ an attorney to recover the same property or collect rent due for the use of same.....agree to pay a reasonable attorney fee.

Lessor and lessee agree and stipulate as part of this lease that if, during the time lessee has possession of aforesaid property hereunder, he should lease other property from lessor under same terms and provisions except as to amount of rent, all property subsequently leased shall become, and it and the foregoing property shall be and remain subject to the terms and provisions of this lease, until the entire rent therefor as well as the rent herein provided for has been fully paid.

This instrument embodies the entire contract, and no verbal representations or agreements will be recognized.

IN WITNESS WHEREOF, said lessor and lessee.... hereunto set their hands and seals on the 20 days of October, 1970, at Fairhope, Alabama.

ADDRESS

PRICE FURNITURE COMPANY

By W. L. Henry (Seal)

By Mrs. J. Allen Racine (Seal)



UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

WITNESS STATEMENT  
OF

100

Employment.....

Wife — Husband name.....

Wife — Husband employment.....

Trade references.....

Personal references.....

Previous address.....

Remarks.....

# PRICE FURNITURE COMPANY

*Your Complete Home Furnishing Store*

# FAIRHOPE, ALABAMA

N	O	PO
	C	H

Agent.....

THIS CONTRACT OF LEASE, executed between PRICE FURNITURE COMPANY, herein after called the lessor and

hereafter called the lessee....., witnesseth: That the said lessee; has leased in good condition from the lessor the following described personal property, which is not to be moved from the place of delivery without written consent of lessor, under penalty of forfeiture of leasehold rights.

[illegible]

The conditions of this lease are as follows: Said property is leased for a term of 12 months. The lessee agrees to pay the lessor for the use of said property the sum of Five Dollars

cash and 13.00 ..... Dollars per month ..... during the term of this lease. Should said lessee..... make default in the payment of any installment of rent due for the use of said property, as above set forth, the lessor or its agents shall have the right to enter whatsoever said property then is, without order of court and seize with or without legal process the same—claims for damage for such seizure being waived. In the event of destruction by fire, or loss of, or damage to, said goods, in any manner while same are in possession of lessee; under this lease lessee.... covenants to hold.....self responsible to lessor for value thereof, and waives right of exemption under laws of Alabama, or any other state, against legal process, for collection of such value, or unpaid installments. Should the lessor—employ an attorney to recover the same property or collect rent due for the use of same.....agree to pay a reasonable attorney fee.

Lessor and lessee agree and stipulate as part of this lease that if, during the time lessee has possession of aforesaid property hereunder, he should lease other property from lessor under same terms and provisions except as to amount of rent, all property subsequently leased shall become, and it and the foregoing property shall be and remain subject to the terms and provisions of this lease, until the entire rent therefor as well as the rent herein provided for has been fully paid.

This instrument embodies the entire contract, and no verbal representations or agreements will be recognized.

IN WITNESS WHEREOF, said lessor and lessee.... hereunto set their hands and seals on the 22 days of Jan

19....., at Fairhope, Alabama.

ADDRESS

104 1/2 Church St

PRICE FURNITURE COMPANY

By Handwritten Signature (Seal)

By Mrs. J. Allen Racine (Seal)

# PRICE FURNITURE COMPANY

*Your Complete Home Furnishing Store*

FAIRHOPE, ALABAMA

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Agent.....

THIS CONTRACT OF LEASE executed between PRICE FURNITURE COMPANY, herein after called the lessor and.....

Mr. J. H. K. K. K.

hereafter called the lessee....., witnesseth: That the said lessee; has leased in good condition from the lessor the following described personal property, which is not to be moved from the place of delivery without written consent of lessor, under penalty of forfeiture of leasehold rights.

QUANTITY	STOCK No.	DESCRIPTION		
1	6014	Hogchear	2495	
		Tag	100	
			2595	
		CARRYING CHARGES		
		LESS PAYMENT IN CASH "AS PER CONTRACT"		
		DEFERRED BALANCE	2595	78

The conditions of this lease are as follows: Said property is leased for a term of 12 months. The lessee..... agrees to pay the lessor for the use of said property the sum of 100.00 Dollars

cash and for ..... Dollars per month ..... during the term of this lease.  
Should said lessee..... make default in the payment of any installment of rent due for the use of said property, as above set forth, the lessor or its agents shall have the right to enter whatsoever said property then is, without order of court and seize with or without legal process the same—claims for damage for such seizure being waived. In the event of destruction by fire, or loss of, or damage to, said goods, in any manner while same are in possession of lessee; under this lease lessee.... covenants to hold.....self responsible to lessor for value thereof, and waives right of exemption under laws of Alabama, or any other state, against legal process, for collection of such value, or unpaid installments. Should the lessor—employ an attorney to recover the same property or collect rent due for the use of same.....agree to pay a reasonable attorney fee.

Lessor and lessee agree and stipulate as part of this lease that if, during the time lessee has possession of aforesaid property hereunder, he should lease other property from lessor under same terms and provisions except as to amount of rent, all property subsequently leased shall become, and it and the foregoing property shall be and remain subject to the terms and provisions of this lease, until the entire rent therefor as well as the rent herein provided for has been fully paid.

This instrument embodies the entire contract, and no verbal representations or agreements will be recognized.

IN WITNESS WHEREOF, said lessor and lessee.... hereunto set their hands and seals on the..... days of.....

19.....at Fairhope, Alabama.

ADDRESS

PRICE FURNITURE COMPANY

By \_\_\_\_\_ (Seal)

By X [Signature] (Seal)