

STAPLETON INSURANCE & REALTY
CORP., a corporation,

Plaintiff,

VS

BAY MANUFACTURING CO., a
corporation,

Defendant.

IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA

FIRST: The plaintiff claims of the defendant the sum of \$630.00 for this that on, to-wit, January 21, 1956, the defendant entered into a lease contract with the plaintiff wherein and whereby the defendant leased from the plaintiff premises known as Store building No. 111 Hoyle Avenue for the period commencing February 1, 1956, and ending January 31, 1957, and contracted and agreed to pay to the plaintiff as rental therefor \$1,080.00, payable in installments of \$90.00 on the first day of each month commencing February 1, 1956; that in said contract the said defendant contracted and agreed that if the lessee should at any time during the continuance of the 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 legal course of trade), without having paid in full all rent which shall become due during the term, the whole rent, for the whole term of the lease should at once become due and payable, at the option of the lessor and the lessor might 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; and the plaintiff further alleges that the defendant has removed goods, furniture, effects, improvements and personal property brought thereon by it and has manifest an intent to remove all goods, furniture, effects, improvements and personal property brought on said premises; that such removal and such expressed intent to remove was and is not in legal course of trade; and the plaintiff does exercise its option to and does declare the whole rental for the entire period of the said lease due and payable and brings this suit for the collection of such rents and the plaintiff

alleges that there still remains unpaid for the whole period of the said rental contract the sum of \$630.00, being installments due thereon the first day of July, 1956, and the first day of each month thereafter to and including January 1, 1957, hence this suit. The plaintiff further alleges that it has a lien for such rents on any and all goods, furniture, effects, improvements and personal property on the said premises and claims the benefit of such lien. That in and by the said lease agreement the defendant agreed that in the event of the employment of an attorney for the collection of any amount due thereunder, or for the institution of any suit or legal process against the furniture or effects of the lessor located upon the leased premises, the lessee would pay a reasonable attorney's fee therefor which should be a part of the debt evidenced and secured by the lease and the plaintiff alleges that it has employed Beebe & Swearingen attorneys in the premises and it claims the further and additional sum of \$150.00 as a reasonable attorney's fee in the premises.

Beebe & Swearingen

By


Attorneys for Plaintiff

2968
~~3818~~
Shopton Inc. Shetty
Corp
vs
Bay Manufacturing Co

RECORDED

Complaint

FILED
JUN 29 1906
ANGEL DUCK, JR.

BEEBE & SWEARINGEN
LAWYERS
BAY MINETTE, ALABAMA

H.R.

Received 29 day of June 1906
and on 29 day of June 1906
I served a copy of the within Complaint
on ~~H.R. Shetty~~ Bay Mfg.
Corp.
By service on H.R. Shetty

TAYLOR WILKINS, Sheriff

By J.D. Harn D.D.S.

ATTACHMENT.

The State of Alabama, {
Baldwin County

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Stapleton Insurance & Realty Corporation,

Alice J.
hath complained on oath to me, ~~ROBERT S.~~ DUCK, Clerk of Circuit Court of Baldwin County, Ala.,
that Bay Manufacturing Company, a corporation,

is justly indebted to the Plaintiff Stapleton Insurance & Realty Corporation,

in the sum of Seven hundred eighty and no/100 - - - Dollars, and

plaintiff having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of
Bay Manufacturing Company, a corporation,

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, ~~XXXXXXXXXXXXXXXXXXXX~~ Monday of ~~XXXXXXXXXXXXXXXXXXXX~~ 1936
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 29 day of June A. D. 1936
Alice J. Duck Clerk.

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALA.

KNOW ALL MEN BY THESE PRESENTS, That we, Stapleton Insurance & Realty Corporation, a corporation, principal, W. D. Robinson
as surety, of the County of Baldwin
are held and firmly bound unto Bay Manufacturing Company, a corporation,

in the sum of Fifteen hundred sixty (1560.00) Dollars, to
be paid to the said Bay Manufacturing Company, a corporation,
heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind our
selves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly
by these presents.

Sealed with our seals and dated the 29 day of June, 1927
The Condition of this Obligation is such:

That whereas, the above bounden Stapleton Insurance & Realty Corporation,
a corporation, has, on the day of the date
hereof, prayed an Attachment at the suit of Stapleton Insurance & Realty Corporation,
a corporation,
against the estate of above named
Bay Manufacturing Company, a corporation,

for the sum of Seven hundred eighty (780.00) Dollars,
and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said Stapleton Insurance & Realty Corporation, a corporation
should prosecute said Attachment to effect, and pay the said Defendant all such damages as
may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be
void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have now,
or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

Stapleton Insurance & Realty Corp.
by W. D. Robinson President
(Seal)
(Seal)
(Seal)
(Seal)
(Seal)

Approved, this 29 day of June, 1927

Clerk W. J. Moore

THE STATE OF ALABAMA }
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me, W. C. Beebe, a Notary Public

in and for said County, personally appeared W. D. Stapleton, Jr.,
 who, being duly sworn, on oath saith that he is president of Stapleton Ins. & Realty Corporation; that Bay Manufacturing Co. a corporation
is justly indebted to
Stapleton Insurance & Realty Corporation

in the sum of Seven Hundred eighty & no/100 - - - Dollars,

which said amount is justly due after allowing all just offsets and discounts, and that the said monies--

are due for rent of the premises of Stapleton Insurance & Realty Corporation, known as 111 Hoyle Avenue and Stapleton Insurance & Realty Corporation has and claims the benefit of its lien on the goods, furniture, effects, improvements and personal property brought thereon by Bay Manufacturing Company and sues out this attachment in enforcement thereof;

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive.

Subscribed and sworn to before me this 29 day of June, 1947

W. C. Beebe
 Notary Public,

RECORDED

Page

No. 2968

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT
 At Bay Minette, Ala.

Stapleton Ins. & Realty Corporation

TO

Bay Manufacturing Co

ATTACHMENT BOND AND AFFIDAVIT

Filed this the 29 day of June, 1947

Clerk

Beebe & Chocoma
 Attorney

BALDWIN COUNTY

You are hereby commanded to summon, Bay Manufacturing Company, a corporation, to appear within thirty days from the service of this writ, in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of Stapleton Insurance & Realty Corporation.

Wm. J. Vane Clerk