

The State of Alabama, }
Baldwin County.

CIRCUIT COURT AT BAY MINETTE, ALA.

Know all Men by these Presents, That we, S. Kahalley

and A. Kahalley

....., of the County of Baldwin, Alabama
are held and firmly bound unto D. B. Howell

in the sum of Three hundred & forty - Dollars, to
be paid to the said D. B. Howell

heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind ourselves 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 27 day of March, 1931

The Condition of this Obligation is such:

That whereas, the above bounden, S. Kahalley

has, on the day of the date
hereof, prayed an Attachment at the suit of S. Kahalley
against the estate of above named

D. B. Howell
for the sum of one hundred & seventy Dollars,
and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said S. Kahalley
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.

S. Kahalley (Seal)

A. Kahalley (Seal)

..... (Seal)

..... (Seal)

Approved, this 16 day of

April, 1931

D. McInerney, Clerk.

The State of Alabama, }

~~Baldwin~~ County.

Mobile

Mobile County,

CIRCUIT COURT AT BAY MINETTE, ALA.

Before me,

Daniel H. Thomas, a Notary Public

in and for said County, personally appeared

S. Kahalley

who, being duly sworn, on oath saith that

D.B. Howell is

justly indebted to

him

in the sum of

one hundred & twenty

Dollars, which said

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

D.B.

Howell owes him the said amount as rental past due & unpaid for the storeroom in Bay Minette rented of him by said D.B. Howell

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

2nd

day of

April 1931

Daniel H. Thomas

Respectfully

The State of Alabama,

Baldwin County.

CIRCUIT COURT

AT BAY MINETTE, ALA.

S. Kahalley

TO

D.B. Howell

Attachment Bond and Affidavit

Filed this the

16

day

of

April 1931

Clerk.

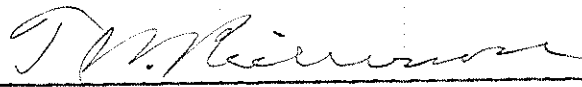
Attorney.

State of Alabama,
Baldwin County.

To any sheriff of the State of Alabama.

You are hereby commanded to summon D.B. Howell 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 S. Kahalley;

Given under my hand this 16 day of April, 1931


CLERK-

S. Kahalley, Plaintiff

Versus - COMPLAINT -

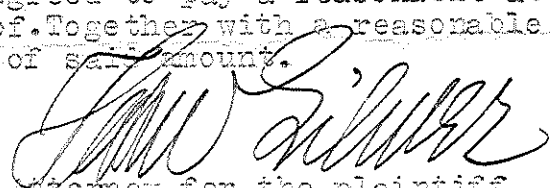
D.B. Howell, Defendant-

Circuit Court,
Baldwin County, Ala.
AT LAW-

1. The plaintiff claims of the defendant the sum of to-wit \$170.00 due the plaintiff by the defendant on account under a contract of rent whereunder the plaintiff leased to the defendant and the defendant leased of the plaintiff certain premises in the town of Bay Minette, Alabama, which amount has been due and unpaid, in instalments of \$30.00 each, since, respectively, July 1, 1930, August 1, 1930, September 1, 1930, October 1, 1930, November 1, 1930, and December 1, 1930, together with interest on each instalment. The plaintiff credits the defendant with the payment of \$10.00 on the instalment of rent which became due August 1, 1930.

2. The plaintiff claims of the defendant the sum of to-wit \$170.00, on an account stated between the plaintiff and the defendant of a balance due the plaintiff by the defendant under a contract of rent in which the plaintiff was lessor and defendant was lessee of certain premises in the town of Bay Minette, Alabama, owned by the plaintiff, together with interest on rental instalments of \$30.00 each per month from, respectively, July 1, August 1, September 1, October 1, November 1 and December 1, 1930; all of which is due and unpaid, except \$10.00 paid by the defendant on the instalment due August 1, 1930.

3. The plaintiff claims of the defendant the sum of to-wit \$170.00 due on six promissory notes, each dated February 9, 1926, each signed by C.Y. Simmons and J.H. McGill and each endorsed by the defendant before delivery thereof to the plaintiff, all of which are payable to the order of the plaintiff and were delivered by the defendant to the plaintiff as evidence of the indebtedness of the defendant to the plaintiff under a contract of rent of certain premises in the town of Bay Minette, Alabama, owned by the plaintiff, in which contract the plaintiff was lessor and the defendant was lessee; each note for the sum of \$30.00 and payable, respectively, July 1, August 1, September 1, October 1, November 1, and December 1, 1930, and all of which notes are due and unpaid with interest on the respective instalments, except that the defendant paid \$10.00 on the instalment due August 1, 1930. Each of said notes waived notice of demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold the makers and endorsers thereof and also all exemptions as to personal property and agreed to pay a reasonable attorney's fee for the collection thereof. Together with a reasonable attorney's fee for the collection of said amount.


Attorney for the plaintiff.