

STATE OF ALABAMA :

BALDWIN COUNTY :

To any sheriff of the State of Alabama

You are hereby commanded to summon L. V. Weekley, 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 Adam Glass & Company, Inc., a corporation.

Witness my hand, this 3rd day of July, 1931.

J. M. Richardson
Clerk, of the Circuit Court.

ADAM GLASS & CO., INC.,
a corporation

Plaintiff,

-Vs-

L. V. WEEKLEY,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

COUNT ONE

The plaintiff claims of the defendant the sum of \$64.75, due from him by account on, to-wit, October 1, 1930, which sum of money, together with interest thereon, is still unpaid.

COUNT TWO

The plaintiff claims from the defendant Sixty-Four and 75/100 Dollars (\$64.75), damages for the breach of an agreement entered into by him on the 1st day of October, 1930, a copy of said agreement being attached hereto and made a part hereof, by which he promised to pay to the plaintiff the sum of \$69.50, of which amount \$14.75 was to be paid in cash and the balance \$2.00 per week, and the defendant has breached said contract by his failure to make any of said weekly payments.

COUNT THREE

Plaintiff claims of the defendant \$25.00 as an attorney's fee for collecting the money sued for in Count 2, defendant having agreed in and by said note to pay all costs of collecting, including a reasonable attorney's fee, and plaintiff says that \$25.00 is reasonable, due and unpaid.

Plaintiff says that in and by the agreement sued on in Count 2, the defendant waived all right of exemption of personalty under the laws and constitution of the state of Alabama, or any other state, and for all the money sued for in Counts 2 and 3 above, plaintiff desires to have the benefit of said waiver.

Gray & Power
Attorneys for Plaintiff

ADAM GLASS & CO., INC.

MOBILE, ALA.

MAY 1 - 1931 19__

MR L V WEEKLEY
PERDIDO ALA

DATE	We Render a Statement Every Month for all Bills whether due or not, for the purpose of comparison. If you find any errors, kindly advise us without delay.	DEBITS	CREDITS	BALANCE
1930				
OCT 1	1 CRUSLEY BUDDY RADIO	69 50		
OCT 1	CASH		4 75	64 75

REGISTERED ACCOUNT
IN MOBILE ALA PLEASE
SPECIFY THIS DEPARTMENT

STATE OF ALABAMA }
MOBILE COUNTY }

Before me, the undersigned authority, personally appeared
Claude Christy known to me, who being duly sworn, up-
on his oath stated that he is secretary and treasurer of Adam Glass & Company
a corporation organized and doing business under the laws of Alabama
a partnership composed of _____

_____ a sole trader doing business as _____
and that as such he makes this affidavit; that he is familiar with the
books and business of said Adam Glass & Company

that the attached account against L. V. Weekley
is just and correct, within the knowledge of this affiant; that the i-
tems thereon stated and composing the said account were sold and de-
livered to said L. V. Weekley at the special instance
and request of said debtor, and that credit has been duly given for all
payments and just and lawful offsets to which said account is entitled
as thereon stated, and that the balance thereof, amounting to the sum

-----Sixty-Four and 75/100----- Dollars (\$ 64.75)
with interest from _____ 19 _____, is justly due and
remains unpaid.

Sworn to and subscribed before me
on this the 18th day of June,
1931.

Louise Passo

Notary Public

&c. Claude Christy

C O P Y

THIS CONTRACT OR LEASE, executed between ADAM GLASS & CO., INC., hereinafter called the lessor, and L. V. Weekley whose address is Perdido, Alabama, hereinafter 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.

1-Buddy Crosley Serial 19371	:	\$64.150
Carrying charge	:	5.100

The conditions of this lease are as follows: Said property is leased for a term of 13-weeks.

The lessee agrees to pay the lessor for the use of said leased property the sum of Four and 75/100 Dollars cash and Two and no/100 Dollars per week 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 wheresoever said property then is, without order of court, and seize, with or without legal process the same claims for damages for such seizure being waived. Lessee agrees to maintain fire insurance on the goods in a sum not less than three-fourths the stipulated value thereof. 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 him self responsible to lessor for value thereof, and waives rights of exemption under the laws of Alabama, or any other state, against legal process, for collection of such value, or unpaid installments.

Lessee agrees to pay interest on deferred payments and all costs of collection including attorney's fees.

This instrument embodies in 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 1st day of October, 1930, at Mobile, Alabama

ADAM GLASS & CO., INC.
By E. Childrese (SEAL)

W. W. Bancroft, Jr.

L. V. Weekley (SEAL)