C. G. Wagner et al To Shelby Lime & Cement Co. Lease. 3rd

State of Alabama
County of Shelby

This Indenture of Lease made and entered into this 25th day of June, Anno Domini, 1890, by and between, Charles G. Wagner, the life tenant, Thomas R. Wagner and Effingham Wagner, remaindermen, of the land herein after described and mentioned, parties of the first part; and The Shelby Lime and Cement Company, an incorporated Company, under the laws of the State of Alabama, of the second part, Witnesseth, That the parties of the first part, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained, and on the part of the said party of the second part, its successors or or successors and assigns, to be paid and faithfully performed and done, and also for the further consideration of the sum of One dollar in hand paid to the parties of the first part before the sealing and delivery of these presents, the receipt whereof is hereby duly acknowledged, doth by these presents, grant, bargain and lease unto the said party of the second part, all that certain property lying and being in the State and County aforesaid and being all that portion of S½ of Section 35 and E½ of Section 34, in Township 20 Range 3 West, lying West of the South and North Rail Road, and including the Lime Kiln with all its appurtenances Lime House, Cooper Shop, Stables, dry house and cabins and all other houses, used by employees, these said cabins and houses, being those near and adjacent to the said Lime Kiln as also the house in the field near to Bethlehem Church, to have and to hold all the said described property, hereinbefore recited and

hereby demised or so intended to be, with the appurtenances thereunto in any wise belonging, unto the party of the second part, their successor or successors and assigns, for and during the term of Three (3) years, the said term beginning on the 25th day of June A.D. 1890 and ending and terminating on the 25th day of June 1893, yielding and paying therefor, unto Charles G. Wagner, one of the parties of the first part, first before named and recited, during the continuance of this lease, should he survive the same, One Twelfth (1/12) of the product of said lime kiln, the same to be delivered, in good and substantial barrels ready for shipment on the cars, during the first two (2) weeks of each month, during the said term of three (3) years; provided that in any event, the rental shall not be less than Fifty dollars per month. And the said party of the second part doth hereby for itself its successors or its successors and assigns, covenant promise and agree to and with the said parties of the first part their heirs and assigns that the said party of the second part its successor or successors and assigns, shall and will during the said term of three (3) years will faithfully work, and burn the said lime kiln to its fullest capacity and it is agreed to by and between the parties to this Indenture, that if it should require a stoppage of the work and burning lime for actual and necessary repairs to the said Lime Kiln, then and in that case, due diligence being exercised to make and complete the said, repairs, then, and in that case the rental as aforesaid shall cease for and during the time necessary for said repairs: and further the said party of the second part covenants and agrees to keep the aforesaid leased premises during the said term of three (3) years in good and proper repair and that should Lime Kiln require to be relined they the party of the second part will reline the same with proper material and in a workmanlike manner, at the cost and charges of the said party of the second part. It is further agreed that the said

party of the second part shall be permitted, and by these presents, is hereby granted the right and privilege to quarry and use whatever rock may be found necessary for the proper conduct the business of lime burning, from any portion of the land hereby leased or intended so to be, provided always that all such quarrying shall be done in such manner as not to injure or prevent the future use of all or any such quarry or quarries as may be worked by said party of second part; and further to cut and use whatever wood or other timber may be necessary for burning lime or for necessary repairs to any portion of the said leased premises: and further shall be permitted free ingress and egress, to any and all quarry or quarries that may be so opened or worked by said party of the second part, either by wagons tram roads or by any manner of transportation as may be deemed best by said party of the second part - It is further agreed that should the said Lime Kiln be destroyed by fire, unless the same be from the wilful negligence of the party of the second part or either or any of their servants or employees then this lease shall cease and determine, unless the parties of the first part or either of them shall elect to rebuild the same and then and during the time it shall be unfit for use or may be taken to rebuild the said Kiln, all rental shall stop; further it is fully agreed and understood, that the Cabins, five in number standing near the line of the South and North Rail Road, and opposite to and adjacent to the family residence and now occupied by the said Charles G. Wagner are not included in this lease, but are expressly reserved for the use and to be under the control of said Charles G. Wagner, as also the Mill site including the Mill pond and its belongings and he the said Charles G. Wagner shall at all times have full ingress and egress to same in any manner he may see fit to carry on the business of grinding grain or sawing lumber, should he see fit to rebuild said Grist or Saw Mill or both; and further that he the said Charles G. Wagner shall be permit-

ted at any and all times to fence and cultivate any portion of the land included in this lease he may select without any let or hindrance from any or all of the parties to these presents - And lastly it is agreed that in case the rent herein declared and reserved or any portion thereof, shall remain unpaid for the space of thirty days, then and in that case this lease and all the rights and privileges hereby granted, is and are hereby forfeited and the said parties of the first part shall reenter and take possession of the entire property hereby leased, upon the forfeiture of same as aforesaid - and further it is agreed that the party of the second part shall and will at the expiration of the said term of three (3) years quietly deliver up all the said leased premises and property unto the parties of the first part in as good condition as the same are now are reasonable wear and tear excepted.

In witness whereof the parties to these presents, have hereunto set their hand and seals the day and year first above written.

C. G. Wagner (L.S.)
J. R. Wagner (L.S.)
E. Wagner (L.S.)
Shelby Lime & Cement Co. (L.S.)
J. R. Wagner Secty & G.M.

Signed and sealed in presence of
George Jackson
Alex Troy as to the signature of
Effingham Wagner
and C. G. Wagner as to signature of J. R. Wagner

State of Alabama, Montgomery County.

I, Fred S. Ball, a Notary Public in and for said State and County, hereby certify that Alex Troy a subscribing witness to the foregoing conveyance, known to me, appeared before me on this day and being duly sworn stated that C. G. Wagner and E. Wagner, the Grantors voluntarily executed the same in his presence and in the presence of the other subscribing witness, on the day the same bears date: that he attested the same in the presence of the grantors and of the other witness and that such other witness subscribes his name as a witness in his presence - Given under my hand this 27th day of June 1890.

Fred S. Ball.
Notary Public Montgomery County.

STATE OF ALABAMA.] I, W. R. Duncan, Justice of the Peace
SHELBY. COUNTY.] for said State and County hereby certify that Thomas R. Wagner whose name is signed to the foregoing Indenture of Lease, for himself and as Secretary and General Manager of "The Shelby Lime and Cement Company" a company duly incorporated under the laws of the State of Alabama, and ~~who~~ who is known to me, acknowledged before me on this day that being informed of the contents of this Indenture of Lease he executed the same voluntarily for himself and as Secretary and General Manager of the "Shelby Lime and Cement Company" aforesaid on the day the same bears date - Given under my hand this 30 date of June 1890.

W. R. Duncan, J. P.

Filed for record Mch. 23, 1891 & recorded.

R. W. Cobb Judge of Probate.