The State of Alabama, } This indenture made and entered
Shelby County. } into on this the 3rd day of January
A. D. 1910, by and between Mary M. McMahon, a widow,
as party of the first part, and W. J. Lloyd, as party of
the second part, witnesseth: That the party of the first
part has this day leased, demised and let, and does by
these presents hereby lease, demise and let unto the
party of the second part for a period of twenty (20)
years beginning on this day and terminating on the
third day of January, 1930, the following described real
property, to-wit: All that part of Section five (5) in Town-
ship twenty-two (22) Range one (1) West of Huntsville Me-
ridian lying South of Camp Branch - Also the North-
west quarter, the West half of the Northeast quarter,
and the Northwest quarter of the Southwest quarter of
Section eight (8), in Township Twenty-two (22), Range

the South half of section six
One (1) West lying South of Camp Branch, the ~~Township Twenty~~ two (22) Range
One (1) West. The North half of section seven (7) the North half of the
South half of Section seven (7) in Township twenty-two (22) Range One
(1) West. The East half of the South East quarter of Section One (1) in
Township Twenty-two (22) Range two (2) West. The Southeast quarter
of the Northeast quarter and the North half of the South East quarter
of Section Twelve (12) in Township twenty-two (22) Range two (2) West.
Also the Southeast quarter of the North East quarter of Section Thirty-
five (35) and the South West quarter of the Northwest quarter of Sec-
tion thirty-six (36) in Township twenty-one (21) Range two (2) West.
Except the dwelling house and lot in which party of the first part now
resides known as the Johnis house and lot, together with the gar-
den attached, and orchard across public road from said
house and lot. This property known as the "Shelby Springs Prop-
erty" together with all and singular the appurtenances there-
unto belonging or thereto attached, together with the buildings,
structures, machinery of every description and household
and kitchen furniture and furnishings of every kind,
Except all farming tools and implements, wagons, bug-
gies, carriages, mules, cows, cattle and hogs and Soda
Fountain, and party of the first part hereby reserves the right
to wood and water from the leased premises for domes-
tic purposes solely for the use of said dwelling house
and lot. The party of the second part hereby contracts and
agrees to pay as rent for said property for said term of
twenty (20) years the following mortgages now on said prop-
erty to-wit: The following mortgages executed by said Mary
M. McMahon, to-wit: One executed to J. L. Clay Trustee, on
the 31st day of December, 1907 for the sum of $7,000.00 and
recorded in the office of the Judge of Probate of Shelby
County Alabama, in Volume 78 of Mortgages, Page 415.
One executed to J. L. Clay as Agent on the 20th day of
January, 1908 for the sum of $16 21-00, and recorded
in said Probate office in Volume 78, of Mortgages Page
484. One executed to the Columbiana Savings Bank
on the 28th day of May, 1908 for the sum of $900.00
and recorded in said Probate office in Volume
85 of Mortgages, Page 203, Together with all the interest
due on said mortgages. Also $379.70 due from said
Mary M. McMahon to J. L. Clay, making in all the sum

of Seven thousand, eight hundred and thirty-nine and 70/100 ($7,839.70) dollars. And the said party of the second part hereby agrees to pay the taxes on all of said property and on all improvements on the same during the said term of twenty years. It is further herein and hereby stipulated and agreed to that the party of the second part shall have the sole exclusive right to water on said realty, and the right to the use of wood and timber on the same as such wood and timber may be needed for fire wood and for improvements and betterments on said lands or any part of the same. It is further herein and hereby stipulated and agreed to that the said party of the second part shall have the sole and exclusive right to own, control, govern, manage, run and regulate the said Shelby Springs Property as a summer, drinking, health and pleasure resort during the continuance of this lease and until the expiration of the same. The said party of the second part shall also have the right to cut and sell all the timber on said place that measures twelve (12) inches and over in diameter two feet above the ground, and the right to cultivate and clear for cultivation all or any part of above described lands and to develop the mineral resources and dispose of the results of such developments. It is further herein and hereby stipulated and agreed to that during the continuance of this lease, the party of the second part is hereby invested with the right to beautify and improve, tear down and remove any and all structures, buildings or erections of whatsoever character on said property as the said party of the second part may deem advisable or desirable; provided that after the fifteenth (15th) year and for five years before the expiration of the twenty years for which this lease is drawn, the said party of the second part shall not pull down or remove any substantial buildings upon the said Springs property. It is further stipulated and agreed to that the party of the second part is hereby authorized and empowered with the consent of the party of the first part endorsed hereon, to lease or let in whole or in part, all or any of the property herein leased, by instrument in writing or properly written transfer on or attached to this instrument with all the rights and powers and privileges he has under and by virtue of this in-

strument and the transferee sub-lessee or assignee of the said party of the second part shall have and enjoy all the rights, powers and privileges which said party of the second part was under the terms of this lease, and shall be subject to all duties, responsibilities, stipulations, agreements and reservations in this instrument as to the property assigned or sublet to such transferee sub-lessee or assignee, as fully as if such transferee sub-lessee or assignee was specially named as the party of the second part in this lease. It is further stipulated and agreed that if the party of the second part shall fail to pay the said $7,839.70 when it becomes due, so as to leave the same, or any part of the same in default, or fail to pay all taxes upon the said property as or before they become due, then the said party of the first part ninety (90) days thereafter shall have the right to end this lease by written notice to the party of the second part or any one in possession under the party of the second part. At the expiration of this lease the party of the second part hereby contracts to deliver up the possession of the lands, together with all the furniture and fixtures now on the same and which shall be on the places during the last year of this lease, all improvements thereon to the party of the first part; and in the event the party of the second part shall fail to deliver up said property and said fixtures and furniture then the party of the second part hereby contracts to deliver up other furniture and fixtures of equal value to the said party of the first part. It is agreed that the party of the first part shall furnish to the party of the second part an inventory of those said fixtures and furniture.

In testimony whereof the parties to this instrument have hereunto set their hands and affixed their seals on this the 3rd day of January, A. D. 1910.

Attest:

Margarette Baker

J. T. Leeper

Mary M. McMahon (L.S.)

W. J. Lloyds (L.S.)

Filed and recorded Jan. 4th 1910.

A. C. Longshore

Judge of Probate