The State of Alabama } This Lease, made this 2nd day of August
Jefferson County. } 1910, by and between the Birmingham Acreage Company, party of the first part, and Harry A. Spraker, party of the second part: Witnesseth, That the party of the first part does hereby rent and lease unto the party of the second part the following premises in Shelby County, Alabama, Viz: Blocks 86-87 Section 18, Township 18, Range 2 East, the same containing two acres, more or less, according to the plan and survey of the Birmingham Acreage Company, for occupation by them as he likes, and that otherwise for and during the term of years to-wit: from 2nd day of August 1910, to the 2nd day of April 1916. In consideration whereof, the party of the second part agrees to pay the party of the first part the sum of $90.00 dollars, of which sum $10.00 is paid in cash, the receipt of which is hereby acknowledged, the balance $690.00 is divided into monthly payments of $10.00 each, each evidenced by notes bearing no interest, payable at the office of Birmingham Acreage Company on the 2nd day of each month during said term in advance bearing at the rate of $120.00 per annum. And should the party of the second part fail to pay the rents as they become due as aforesaid, or violate any other conditions of this lease, the said party of the first part shall then have the right, at their option, to re-enter the premises and annul this lease. And in order to enable the said party of the first part to re-enter, it shall not be necessary to give notice of the rents being due and unpaid, or to make any demand for the same, the execution of this lease signed by the said parties of the first and second part which execution is hereby acknowledged being sufficient notice of the rents being due and the demand for the same, and shall be so construed any law usage or custom to the contrary notwithstanding. And the party of the second part agrees to comply with all the laws in regard to nuisance, in so far as the premises hereby leased are concerned, and by no act render the party of the first part liable therefor, and to commit no waste of property or allow the same to be done, but to take good care of the same; nor to underlease said property, nor transfer this lease without the written consent of the party of the first part hereon endorsed; and further, this lease being terminable to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said term, natural wear and tear excepted. In the event of the employment

of an attorney by the party of the first part on account of the violation of the condition of this Lease by the party of the second part the party of the second part hereby agrees that he shall be taxed with said attorney's fee. And as a part of the consideration of this Lease and for the purpose of securing the party of the first part prompt payments of said rents as herein stipulated or any damage that party of the first part may suffer either by failure to surrender quiet and peaceable possession of said premises as aforesaid, or for any damage whatever, which may be awarded said party of the first part under this Contract the said party of the second part hereby waives all right which he may have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the party of the second part exempted from levy and sale, or other legal process. The party of the first part agrees to pay all taxes on the above described property during said term as the same becomes due. It is understood and agreed that at the end of said term if the party of the second part has complied with each and all conditions of this Lease then the party of the first part agrees that the rent paid under this Lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed of warranty conveying said property to the party of the second part. It is further understood and agreed that if the party of the second part fails to pay the monthly rent as it becomes due: and becomes as much as two months in arrears during the existence of this Lease, or should fail to comply with any condition or requirements herein then on the happening of any such events the party of the second part forfeits his rights to a conveyance of said property, and all money paid by the party of the second part under this Contract shall be taken and held as a payment of rent for said property and the party of the second part shall be liable to the party of the first part as a tenant for the full term of said Lease, and the provisions herein that the rent paid under this Lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed with warranty of title conveying said property to the party of the second part, shall be a nullity of no force or effect; and the failure of the party of the second part to comply with any of the conditions of this instrument shall ipso facto render the said provisions a nullity, and make the

said party of the second part a lease under this instrument without any rights whatever except the rights of lease without any notice or action whatever upon the part of the party of the first part. It is further understood and agreed that if the party of the second part should at any time before maturity thereof desire to pay off the remaining monthly payments as named herein he shall have that right to do so. I, the party of the first part, agree to make a deed at any time when all payments are paid in full. It is agreed and understood that no money will be returned and that this Contract cannot be cancelled unless paid up in full.

In testimony whereof we have hereunto set our hands and seal in duplicate this 4th day of August 1910.

Witness:
Mrs Madge Combs.

Birmingham Acreage Co.
By W. C. Irwin, Pres.

Filed and recorded August 11th 1910.
A. G. Langshaw. Judge of Probate.