

This Agreement witnesses that I B. H. Falkner, now residing at Aclon Shelby County, Alabama have rented and received from E. A. Egbert the following described property, to-wit: One dark brown horse about 8 years old, weighs about 1000 lbs, also one set of single buggy harness, for the use of which I agree to pay rent as follows: Five dollars on the delivery of this Agreement, the receipt of which is hereby acknowledged and accepted as payment for the rent of the first month only, and then at the rate of \$2.00 per month payable in advance on the 1st day of each month, hereafter for the period of - - - I hereby acknowledge that I have received said property which is valued at \$170.00 in good order and condition and I agree that I will use said property with care and keep in like good order; that I will not sublet it or remove it nor allow it to be removed from Shelby County or change the stable or barn where the same is now kept by me, without notifying the said E. A. Egbert of my intention so to do and receiving their consent in writing for the same and that I will not assign this lease without the written consent of the said E. A. Egbert and will pay all expenses of repairs and keeping said property during the continuance of this lease. But if default shall be made in either of said payments or in any of the

Conditions of this agreement, or if I shall sell or offer to sell the said property, or if said property is levied upon for debt, then in that case, or at the expiration of the time for which the property is rented, I will return and deliver the same to the said E. A. Egbert in as good condition as when received by me, ordinary depreciation by use excepted, and the said E. A. Egbert or his agents may resume actual possession thereof, and I hereby authorize and empower the said E. A. Egbert or its agents to enter the premises where said property may be and take and carry the same away, thereby agreeing to pay all costs and expenses and fees of every kind incurred therein, and hereby waiving any action for trespass or damages therefor and disclaiming any right of resistance thereto, and also waiving all right of homestead or other exemptions under laws of said State as against this obligation.

Witness my hand this 31st day of January A.D. 1911.

In presence of A. B. Pace

B. H. Falkner

Filed and recorded Feby 27-1911.

A. G. Langston - Judge of Probate.