

State of Alabama, } Lease Contract.

Shelby County. I having received into my custody from
C. R. Smith, Transferee, one windup engine and boiler, one
Knight saw mill, together with all beltings, saws and equipments
pertaining thereto, and which is the property lately belonging

to Adams and Nail, and having on the 10th day of January paid to C. R. Smith, Transferee, in cash one hundred dollars (\$100.00), the said B. L. Davis agrees to purchase said property above described from C. R. Smith Transferee, on the following terms, viz: The said B. L. Davis promises to pay said C. R. Smith, Transferee, in addition to what has already been paid for said property the sum of two hundred thirty six and $\frac{4}{10}$ dollars (\$236.42), payable at the Bessemer State Bank, Bessemer, Alabama as follows: One hundred dollars (\$100.00) on the 10th day of April 1912; one hundred dollars on 10th day of July 1912 (\$100.00) and thirty-six and $\frac{4}{10}$ dollars (36.42) on 10th day of August 1912 with 8% interest from date. But it is agreed that the said C. R. Smith, Transferee, retains title to said property above described, and that the same is the property of C. R. Smith, Transferee, until the sum of two hundred thirty-six and $\frac{4}{10}$ dollars with interest has been paid in full; and that upon default of payment of any installment when due, or at any time after such default, before payment of the amount then due is paid, or if the said property above described is removed from premises of said B. L. Davis or premises leased by them near Scotia, Alabama, without written consent of C. R. Smith, Transferee, the said C. R. Smith, Transferee may take possession of said property and all money or merchandise previously paid therefor shall be regarded as paid for the expense of making this sale and the use thereof, and shall not be refunded; or at the election of C. R. Smith, Transferee on or at any time after non-payment of any installment due, the whole price of said property shall become due and collectable without further notice or demand. The said B. L. Davis further waives its right of exemption as to all personal property under the laws of the State of Alabama or any other State in the United States, from levy and sale under execution or other process for collection of debts and it is further agreed by said B. L. Davis to pay a reasonable attorney's fee for collection if placed in the hands of an attorney for collection or repossession of the property.

If said property is repossessed under this contract,

by an attorney with or without suit said B. L. Davis agrees to pay a reasonable attorney fee for same. No suit or legal proceeding by said C. R. Smith Transferee for the collection of this obligation, or any other installment thereon, shall divest the title to said property out of said C. R. Smith, Transferee, but said property above described shall remain his property until the said obligation with interest and whatever attorney fee might have accrued by reason of failure to pay said obligation shall be paid in full. Loss in case of fire or otherwise to be borne by said B. L. Davis. No agreement is valid unless it appears on face of this obligation. The said B. L. Davis further agrees to pay all taxes on said property.

This 12th day of January 1912 -

Witness: Wm Hugh McEury

B. L. Davis

The State of Alabama,

Shelby County. I hereby certify that the within conveyance was filed in this office for record Dec. 13 1912 at 3 o'clock P.M., and recorded in deed Record 51 pages 463 and examined -

A. P. Langphorne, Judge of Probate -