The State of Alabama } This Indenture made and entered into on this the
Shelby County } 17th day of September 1913 by and between W P Eason here-
inafter called the lessee and Alabama Power Company a corporation
hereinafter called the lessor.
Witnesseth. The lessor owns certain land in Shelby County Alabama,
which they lessee desires to lease and which is more particularly
described as follows:
That tract of land known as the Bushy place in Section 18, Township
22, Range 2 E. That tract of land known as the Eason place in Section
13, Township 22, Range 1 E. and Section 18 Township 22, Range 2 E.
That tract of land known as the Britton place in Sections 5 and 6
Township 24, Range 16 E. and Sections 23 and 24 Township 22, Range 1 E
also a store house on South side of Railroad at Montevallo Ala.
That tract of land known as the R.A. Gordon place in Section 6,
Township 24, Range 16 E. That tract of land known as the John Lovett
place in Sections 6, Township 24 Range 16 E. and 1 Township 24
Range 15 E. That tract of land known as the T.R. Lovett place in
Section 1 Township 24 Range 15 E.
The Lessee agrees not to cut nor deaden any green timber growing
on said lands, containing in all 1065 acres.
Now therefore, the lessor hereby agrees to lease the said land to the
said lessee to be used and occupied as a farm on the following
conditions to wit:
The term of this lease shall be for one year from the 1st day of
January 1914 and the lessee promises and agrees to pay the lessor
rental therefor as follows: Five hundred Dollars ($500.00) on October
15th 1914, as evidenced by the promissory notes of the lessee bearing
even date herewith.
The lessee covenants and agrees with the lessor that he will pay said
rental at the time herein agreed upon; that he will not occupy
said premises or permit them to be occupied for any business
or occupation other than that expressed in this lease.
All alterations repairs and improvements not expressly agreed
to in writing upon the execution of this lease shall be made
and paid for by the lessee; but it is expressly understood that
the lessee shall not be permitted without the written consent
of the lessor to make any material changes upon the interior or
the exterior of any structure or building on said premises.
The lessee agrees to take good care of the said premises and to
surrender the same in good condition at the expiration of the
term of this lease, and promises to pay said rent installments
as they shall mature.
Should the lessor during the term of this lease by the erection
of a dam on the Coosa River, below said land raise the waters
of said river over said land or any part thereof or otherwise damage or injure the same the lessor shall not be
liable for any loss or damage whatsoever accruing or re-
sulting directly or indirectly from so flooding said land

or otherwise damaging or injuring the same: and it is understood that the amount of rental as expressed in this instrument is based upon the number of acres which it is reasonably certain will not be so flooded damaged or injured by so raising the waters of said river and that the amount of the rental so expressed shall not be changed by the temporary or permanent flooding, damaging or injuring of any additional number of acres of said land.

If the lessee shall fail to pay any of the said notes at maturity or if he fail to keep and perform every agreement contained in this lease, the lessor shall be authorized and empowered at its option to terminate this lease forthwith and demand possession of the premises, whereupon all rent installments shall immediately become due and payable.

The lessee waives all right to claim personal property as exempt to him under the laws of Alabama as against the obligation hereof; and if said rental is not paid at maturity the lessee agrees to pay all cost of collecting the same including a reasonable attorney's fee for all services rendered in any way in collecting or attempting to collect such rental by suit or otherwise.

All rights and remedies given to landlords by the laws of Alabama are expressly reserved to secure and enforce the payment of said rental. This lease expresses the entire agreement between the parties and no condition, provision or obligation shall be binding upon the lessor unless expressed herein.

In Witness Whereof, the lessee and the lessor have hereunto set their hands and seals in duplicate this the 17th day of September 1912.

Witness:

W. G. Carlson - (As to Lessee)

W. G. Carlson (As to Lessor)

W. O. Eason (L.S.)

Alabama Power Co.

By B. R. Powell (As its Land Agent)

The State of Alabama } I hereby certify that the within Lease was
Shelby County } filed in this office for record on the 18th day of September 1912, at 10 o'clock A.M. and duly recorded in Deed Book 52 - Page 306 and examined.

A. P. Longshore, Judge of Probate.