

The State of Alabama, this lease made the 17th day of February, 1917, by
the County of Shelby, and between J. S. Morrison, party of the first part,
and C. R. Timkey, party of the second part:

Witnesseth, that the party of the first part does hereby rent and
lease unto the party of the second, just the following described
real estate, to-wit: One house and lot in the town of Co-
lumbusia, Alabama, and more particularly described as
follows: Being on the south side of street running from
W. B. Brown's to Columbusia Public School, Columbusia,
at the North East corner of lot of J. W. Roberts, and
running East with said street one hundred thirty six
and one-half feet (36 1/2), thence south two hundred forty
one and one-half feet (21 1/2) to the corner of Mrs Maggie
Harris' lot now owned by Mr. S. J. McCawley (Estate), thence
west one hundred thirty six and one-half (36 1/2) to
corner of the Mrs. H. S. Hanks lot, thence North two hundred
seven and one-half feet (21 1/2) to the point of beginning,
containing one acre more or less, for occupation by
him as a dwelling house, for and during the term of four
years and two months, from the 20th day of February, 1917.

In consideration whereof, the party of the second part agrees to
pay to the party of the first part the sum of \$501.00 of which
sum \$100 is paid in Cash, the receipt of which is hereby acknowledged,
the balance \$500.00 is divided into 5-2 payments, \$250.00
to be paid as follows, \$50.00 on the 20th day of March, 1917, and
\$50.00 on the 20th day of each month thereafter until the full
amount of \$250.00 has been paid, the balance \$250.00 the party of
the second part agrees to execute to the party of the first part
a mortgage, on the above described property on the day the last
\$50.00 payment is due, and payable \$125.00 one year from date,
with 6% interest, \$125.00 two years after date with 6% interest.
And should the party of the second part fail to pay the rents
as they become due as aforesaid, or violate any other condition
of this lease, the said party of the first part shall then
have the right at option to re-enter the premises and an-
null the lease. And in order to entitle the party of the 1st
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 parties of the first and second part, which execution

State of Alabama, Shelby County having turned back and surrendered possession of this property this 31st day of October, A. D. 1916.

By agreement - C. R. Timkey having turned back and said
written over hands. this the 31st day of October. A. D. 1916.

is hereby acknowledged being sufficient notice of the rents being due and the demand for same, and shall be so construed, any law, usage or custom to the contrary notwithstanding, and the party of the second part agrees to commit no waste of property, or allow the same to be done, but to take good care of the same; not to underlease said property, or transfer this lease without the written consent of the party of the first part hereinafter signed, and further, this lease being terminated, to surrender quiet and peaceable possession of said premises in like order as at the commencement of said term natural wear and tear excepted.

The party of the second part agrees to pay all taxes on the above described property during said term as the same become due, except the taxes for the year 1917, which the party of the first part agrees to pay.

It is understood and agreed that after the party of the second part has paid the \$200⁰⁰, at \$50⁰⁰ per month, and 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 on said property, and the party of the first part shall make and execute a warranty deed to said property to the party of the second part, upon the party of the second part executing to the party of the first part a mortgage on the above described property for the balance due \$250⁰⁰, payable \$125.00 one year from date with 6% interest from date, and \$125.00 ten years after date with 6% interest from date. It is understood and agreed that if the party of the second part fails to pay the rent as it becomes due and becomes as much as fifteen days in arrears during the existence of this lease, or should fail to pay taxes on said property when the same become due, or should fail to comply with any condition or requirement herein, then on the happenings of any such event, the party of the second part forfeits his right 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 payment of rent for said property, 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 lessee under

instrument, without any rights whatever except the rights of lessee
without any privilege or action whatever upon 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 the maturity
thereof desire to pay off the remaining payments, as named
herein he shall have the right to do so.

In testimony whereof, we have hereunto set our hands and
seals in duplicate, this the 17th day of February, 1917.

Witness:

L. P. Sawyer.

J. H. Morrison (L.S.)

C. R. Pinney (L.S.)

The State of Alabama, I hereby certify that the within Deed
Shelby County, was filed in this office for record
17th day of February 1917, at 4³⁰ o'clock P.M. and recorded
in Deed Record 60 pages 445-447 and examined.
B. H. Star, Judge of Probate