Lease

THE STATE OF ALABAMA)

JEFFERSON COUNTY)

This Indenture, made and entered into on this the 8th day of June 1925, by and between L. J. Askew hereinafter called the lessee, and Alabama Power Company a corporation, its successors and assigns hereinafter called the lessor.

Witnesseth, the lessor on certain land in helby County Alabama, which the lessee desires to lease and which is more particular described as follows:

The north half of the northeast quarter of fractional section 36, township 21, south range 1 east, containing 35 acres. Also all of fractional section 25, Township 21 south, range 1 east, lying west of Coosa River, containing 71.70 acres. Also the northeast quarter of the northwest quarter of Section 36, Township 21 south, range 1 east of Huntsville Meridian containing 36.30 acres.

The above described land is known as the Hiram Worthy Place, and is bounded on the north by the Longshore place, and on the south by the George Williams place, containing in all 143 acres more or less;

Now therefore, the lessor 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 terms of this lease shall be for the year from the 8th day of June 1925 to the 1st. day of January 1926, and the lessee promises and agrees to pay the lessor rental therefor, as follows; \$25.00 payable on the 1st. day of October 1925 as evidenced by the promissory note of the lessee, bearing even date herewith, and as a further consideration for the use of said land, the lessee agrees to make the following repairs and improvements on said land, at his own expense within 12 months from the date of this lease.

And all other repairs, improvements and alterations not expressly agreed to in writing upon the execution of this lease shall be made and paid for the lessee, but it is expressly understood that the lessee shall not, without the written consent of the lessor make any material changes upon the interior or the exterior of any building or structure on said land.

The lessee agrees not to cut down or deaden any green timber growing on said land, or any other—land of the lessor; to take good care of said premises, and to surrender the same in like good order as at the commencement of the term, natural wear and tear excepted. And covenants and agrees with the lessor that he will pay said rent installments as they shall mature.

The lessor expressly reserves the right to release, sell or use any part of the said land that is not in actual cultivation and not to lease, sell or use any timber growing on said land, together with the right of ingress and egress on or across any part of said land.

The lessor reserves the right to construct, maintain and operate a dam across the Coosa River, down stream from said land herein leased for the manufacture of electricity and to back and maintain the waters of said river and its tributaries from time to time over any and all of said lands, and to raise and lower such water as its pleasure together with the right of ingress and egress and the lessor shall not be liable to the lessee, his sub-tenants employees or any one else whether residing onsaid lands temporarily or otherwise for any loss or damage whatever, accruing or resulting directly or indirectly therefrom, or for any of the consequences which may result from the maintenance or oceration of said dam and the pobl of water thereby, formed, or from the operation of the power plant or plants of the company; and it is understood that the amount of rental as expressed herein is based upon the number of acres now in cultivation and which it is reasonably certain will not be so flooded, damaged or injured by so raising the water of said river and the amount of rental so expressed shallnot be changed by the temporary or permanent flooding, damaging or injuring of any part of said land, and all

such damages are hereby released and discharged.

Should the lessor during the term of this lease by the erection of a dam, or the proposed erection of a dam on the Coosa River, require said land for construction of reservoir purposes, the lessor may terminate this lease on first day of January thereafter by notice to the lessee of its desire so to do.

The lessee waives a 1 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 allcost of collecting the same, including a reasonable attorneys fee for al 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.

Should the lessee fail to pay any of said notes at maturity, or violate any of the terms or conditions of this lease, the lessor shall have the right, at its option, to re-enter the leased premises and terminate the lease, whereupon all rent installments shall immediately become due and payable, and such re-entery shall not bar the right of recovery of rent or damage for breach of covenants, nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture. And in order to empanel the lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid, or of other conditions broken, nor to make demand for rent; the execution of this lease by the parties hereto being sufficient notice of the rent being due and of demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding.

The lessee agrees not to underlesse or sublet said premises or any part of same, nor to transfer or assign this lesse without the written consent of the lessor; nor shall this lesse be assigned or transferred in any manner by operation of law without the written consent of the lessor.

Should the lessee continue on said premises or any part thereof, after the determination of this lease then this lease shall, at the option of the lessor continue in full force for the like term, under all the terms, conditions and covenants hereinset out.

This lease expresses the entire agreement between the party and no condition, provision or obligations shall bebbinding upon the lessor unless expressed herein.

Inwitness whereof the lessee and the lessor have hereunto met their hands and seals in duplicate this the 8th day of June 1925.

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Witnesses:

Bonnie Huff
As to Lessee

Bonnie Huff
as to Lessor

THE STATE OF ALABAMA )

SHELBY COUNTY )
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L. J. Askew (L.S.)

Alabama Power Company (L.S.)

By L. S. Austin

as its Agent

I hereby certify that the within lease was filed inthis ffice for record on the lith day of July 1925 at 2 oclock P.M. and duly recorded in Deed record 78 page 290

L. B. Riddle--Judge of Probate