STATE OF ALA.)
COUNTY OF SHELBY

An agreement dated this lst. day of June, 1926 between the Gentral of Georgia Railway ompany, a corporation created by and existing under the laws of the State of Georgia, party of the first part, hereinafter called the LandLord, and A. W. Bell of the County of Shelby, State of Alabama, party of the second part, hereinafter called the Tenant.

WITNESSETH, that the landlord doed hereby demise and let unto the Tenant all that certain following described property, to-wit: At Vincent, Shelby County, Alabama, being space 30 feet by 33 feet on the south side of the tracks, on which to construct ice house; beginning 713 feet east of Mile Post S-413 and extending eastwardly 30 feet, Birmingham, Listrict. (Right of way 300 feet wide)

As one of the express conditions hereof, and as one of the main considerations moving the landlord thereto, the tenant covenants and agrees without other qualifications or conditions than are hereinafter expressed, that he and all others who may at any time occupy any portion of the premises now occupied by the Tenant, will route or cause to be routed via the lines of the landlord and of the ocean steamship company of Savannah (in which the landlord is largely interested) or of any other company whose relation to the landlord may be similar thereto, all shipments, in or out, of freight made either by to or for account of the tenant or occupants, where such shipments are to or from points reached by either of the said lines and their connections, this covenant being on the condition that lawful and open rates and facilities shall be equal, $\frac{858}{1000}$ the location of which is more fully shown in red on blue print of Plan No. $\frac{858}{1000}$ attached, which is hereby made a part of this agreement.

And it is hereby mutually covenanted and agreed by and between the landlord and the tenant for themselves, their respective heirs, executors, administrators, successors and assigns in manner following; It being understood that the premises are demised under and subject to these covenants and that they are to inure and be regarded as strict legal conditions and shall be binding upon the successors and assigns of the parties hereto.

- 1. This lease may be terminated by either party upon thirty (30) days notice in writing to the other. The landlord may give the notice to the tenant or any other person in possession of the premises, and the tenant will, within said thirty (30) days, vacate, the premises and remove all obstructions, buildings, improvements and personal property placed or erected thereon by the tenant. All obstructions, buildings, improvements, or personal property remaining on the prmises at the expiration of such period shall become the property of the landlord.
- 2. The tenant will indemnify and hold harmless the landlord against any and all liability, loss, cost, damage or expense (1) which may arise from the destruction of or injury to any building, improvements or personal property on the demised, premises, whether or not the same shall be attributable to the negligence of the landlord or its servants or agents; and (2) which may arise from the homicide of or injury to the person of the tenant or any other person while on or about the demised premises in connection with the business of the tenant, and whether or not the same shall be attributable to the negligence of the landlord or its servants or agents.
- 3. The tenant agrees to keep the premises clear of dry grass, weeds, and other combustible material.
- 4. If the tenant at any time during the continuance of this agreement should become insolvent or bankrupt or if his property should be placed in the hands of a receiver, then

this lease shall at the option of the landlord, cease and become void, and the landlord shall have the right to resume and retake possession of the property without any accountability whatsoever to the Tenant or to his estate.

- 5. The tenant will record this instrument and any future agreements with reference to the premises at his own expense.
- The Tenant covenants and agrees to pay to the landlord as rental for said premises the sum of Ten and No/100 (\$10.00) Ollars, payable annually in a dvance,.
- 7. The tenant shall not have the right to assign this lease or sub-let the premises without the written consent of the landlord being first endorsed hereon.
- 8. The payment of the rent hereby reserved for a year in advance, or for any longer a period than/monthly period, shall not be construed to extend the term of this lease or limit the right of termination as provided in paragraph one hereof.
- 9. The tenant covenants and agrees that no adverse claims or rights shall accrue against the landlord and no implied dedication of any of its rights of way or property for streets or roads shall result by reason of the use by the tenant or the public of any portion of the landlord's premises for the purpose of ingress and egress to and from the property hereby leased to the tenant.

In witness whereof, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered by the landlord in presence of:

Mrs. E. Broderick Jr. E. McP Winter nee E. McPhelan

Signed, sealed and delivered by the tenant

in presence of

E. R. Weaver

M. E. Gribbon

Central of Georgia Railway Company By T. F. Smith, Land and Tax Agent

A. W. Bell (L.S.)

The signature of both the landlord and the tenant should be witnessed by two witnesses, one of whom must be a Notary Public. If the property is in the State of Georgia, the Notary Public should not sign the form of acknowledgment below, but should sign in the place provided for subscribing witnesses, opposite the signatures to the lease. If the property is situated in Alabama or Tennessee, it is necessary for the Notary Public to execute the form of acknowledgment as below.

FORM OF ACKNOWLEDGMENT FOR ALABAMA AND TENNESSEE

STATE OF GEORGIA)
ounty of Chatham)

I, H. McP. Winter nee E. McPhelan a Notary Public in and for said State and County, do hereby certify that T. F. Smith acting for Central of Georgia Railway Company, whose name is signed to the foregoing agreement and is known to me, acknowledged before me this day that being informed of the contents of the foregoing agreement, he executed the same voluntarily on the day the same bears date on behalf of Central of Georgia Railway Company.

Given under my hand and seal this 13th day of April, 1926.

E. McPhelan Winter nee E. McPhelan

STATE OF ALABAMA.)
COUNTY OF JEFFERSON)

T, Margaret E. Gribbon, a Notary Public in and for said State and County, do hereby certify that A.W.Bell whose name is signed to the foregoing agreement and who is known to me, acknowledged before me this day that being informed of the contents of the foregoing agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st. day of June, 1926.

Margaret E.Gribbon-Notary Public

THE STATE OF ALABAMA

SHELBY COUNTY

I, L. B. Ridele Judge of Probate hereby certify that the wit in agreement was filed in this office for record June 3rd. 1926 at 30 clock P.M. and recorded in Dited

record 80 page 417., and examined. L. B. Hidale -- Judge of Probate 1218005+50 三四四十十十八日門 POME Williams Madonic Hall J. H. Morrell Wirming Odd Fellows Holl 21799+14