

STATE OF ALABAMA,  
SHELBY COUNTY)

THIS LEASE made this the 14th day of January, 1933, by and between Columbiana Savings Bank, a corporation, Party of the First Part; and Rebecca T. Holcombe, Party of the Second Part; Witnesseth,

That the party of the first part does hereby rent and lease unto the party of the second part the following described real property lying and being in the town of Columbiana, Shelby County, Alabama, to-wit:

A lot in the town of Columbiana beginning at a point on the north side of Mildred Street or White House Street and on the east line of the alley running along the west line of Section 25, Tp. 21, Range 1 west and running in an easterly direction along the North side of said Mildred Street 250 feet to the point of beginning, which point is at an iron stake at the SW corner of Mrs. K.E. Wooley's lot, and running thence in a north-westerly direction along the west line of Mrs. Wooley's lot and parallel with the west line of the J.T. Leeper lot 163 feet to a fence, thence in a south-westerly direction along said fence 70 feet, thence in a south-easterly direction and parallel with Mrs. Wooley's lot 160 feet to the North line of said Mildred Street, thence north-east along said street 70 feet to the point of beginning, containing the buildings and improvements thereon for occupation by the said Rebecca T. Holcombe as a residence, for and during the term of this lease, to-wit: from the 14th day of January, 1933, to the 15th day of January, 1934,

In consideration whereof the party of the second part agrees to pay to the party of the first part the sum of Fifteen Hundred Dollars, which sum is divided into 13 payments, twelve of which payments are \$30.00 each and the thirteenth payment is for the sum of Eleven Hundred and Forty Dollars, each payment being evidenced by note bearing 6% interest from date and payable at Columbiana Savings Bank, Columbiana, Alabama, on the 15th day of each month during said term, 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, and it is optional, to re-enter the premises and annul this lease, and in order to entitle the party of the first part to reenter, 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 party of the first part and second part, which execution is hereby acknowledged, being sufficient notice of the rents being due and demand for payment, and shall be so construed, any law, usage, or custom to the contrary notwithstanding. And the party of the second part agrees to comply with all laws in regard to nuisance in so far as the premises herein leased are concerned and by no act render the party of the first part liable therefor, and to commit no waste of property, or allow the same to be done, but to take good care of the same; not to under lease said property, nor transfer this lease without written consent of the party of the first part hereon endorsed; and further, this lease being terminated to surrender quiet and peaceable possession in like good order as at the commencement of said term natural wear and tear excepted.

In the event of the employment of an attorney by the party of the first part on account of the violation of the conditions of this lease by the party of the second part, and the party of the second part hereby agrees that she shall be taxed with said attorney's fee. And as a part of the consideration of this lease

and for the purpose of securing the party of the first part prompt payment<sup>s</sup> of said rents as hereinafter stipulated, or any damage that party of the first part may suffer either by failure to surrender quiet and peaceable possession of said premises, as aforesaid, or for any damage whatever that may be awarded said party of the first part under this contract, the said party of the second part hereby waives all right which she may have under the Constitution and Laws of the State of Alabama to have any of the personal property of the party of the second part exempt from levy and sale or other legal procedure.

The party of the second part agrees in addition to the said rent to pay all taxes and assessments accruing on the premises during said term and during the continuance of this lease at her own proper cost, and keep the improvements on said premises insured against loss or damage by fire or tornado for the benefit of the party of the first part, in some company, and which shall be for at least the sum of \$1500.00 Dollars, but it is to be expressly understood that in case said improvements are injured or destroyed that the proceeds of any insurance thereon which may be collected shall be used to restore or to rebuild such improvements, unless the said party of the second part shall at such time be in default in the payment of rent, when so much of said proceeds as shall be necessary therefor shall be first used in the payment of the rent in default.

The party of the second part agrees that she will at her own cost keep the buildings and improvements on said premises in repair, usual wear and tear, fire and tornado not the result of neglect excepted.

It is understood and agreed that at the end of said term if the party of the second part 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 for said property and the party of the first part shall make and execute a deed conveying said property to the party of the second part, which deed shall be subject to the right of Steadman Wood or his assigns to redeem said property as provided by law, but in the event the said Steadman Wood or his assigns should redeem said property, then in such event all of the sum paid by said party of the second part to the said party of the first part prior to said redemption shall be repaid to said party of the second part by the said party of the first part with lawful interest on said sum.

It is further understood and agreed that if the party of the second part fails to pay the monthly rent as it becomes due and becomes as much as two months in arrears during the existence of this lease; or should fail to pay the taxes on said property when the same becomes due, or should fail to comply with any conditions or requirements therein, then on the happening of any such event the party of the second part forfeits her right to a conveyance, and all money paid by the party of the second part under this contract shall be taken and held as payments of rent for said property and the party of the second part shall be liable to the party of the first part as a tenant for the full term of said lease, and the provisions herein "that the rent paid under this lease shall be considered a payment for said property and the party of the first part shall make and execute a deed as aforesaid, conveying said property to the party of the second part;" shall be a nullity and of no force and effect; 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 the lessee under this contract without any rights whatever except the right of lessee without any notice or action whatever upon the part of 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 maturity thereof desire to pay off the remaining monthly payments, as named herein, she shall have the right

to do so, and shall be entitled to a rebate on such advanced payment of all un-  
earned interest, it being intended, only the earned interest shall be collected.

IN TESTIMONY WHEREOF Columbiana Savings Bank, a corporation, by its Pres-  
ident has signed its name and affixed its seal and the party of the second part  
has hereto set her hand and seal in duplicate, this 14th day of January, 1933.

Columbiana Savings Bank (L.S.)

By W F Davis, Its President.

Rebecca T. Holcomb (L.S.)

ATTEST: W L Christian.

Cashier.

H B Holcombe

W L Christian

STATE OF ALABAMA,  
SHELBY COUNTY)

I, Cage Head, Judge of Probate hereby certify that the within  
lease deed was filed for record in this office March 23rd 1933, at 2 o'clock PM and  
recorded in deed record 95 and page 263 and examined, March 27th 1933.

Cage Head, Judge of Probate.

STATE OF ALABAMA  
SHELBY COUNTY

I hereby certify that  
\$ 1.50 Privilege Tax  
has been paid on the within  
instrument as required by  
law.

CAGE HEAD,  
JUDGE OF PROBATE