

Contract of lease

THE STATE OF ALABAMA
SHELBY COUNTY)

This Contract of Lease made and entered into this the 1st. day of January 1935, by and between Ellen N. Meroney, as executrix and sole devisee of the estate and under the will of C.L. Meroney, deceased, hereinafter called and referred to as the lessor, of the one part, and the firm of Klotzman Brothers and the individuals composing said firm, viz: Noah Joseph Klotzman and Sam Klotzman, of the other part, hereinafter called and referred to as the lessees, WITNESSETH:

That for the considerations hereinafter mentioned and stipulated the lessor has rented and leased and does, hereby, rent and lease to the lessees, for the purposes of a mercantile business, that certain property in the town of Montevallo in said County and State known and described as the Meroney Store property, located on the northwest side of Broad (sometime called (Main) Street, between Shelby and Middle Streets and adjoining the northeast line of the Merchants & Planters Bank property and consisting of a brick store building and a frame warehouse building in the rear; together with the lot on which said buildings are located, for a term of two and one-half years beginning on the first day of January, 1935 and ending on the thirtieth day of June, 1937, at and for the sum of fifty dollars (\$50.00) per month, payable as hereinafter provided.

It is further mutually agreed and understood that the leasees may and shall have the right to tear down and rebuild a warehouse suitable for their need at their own expense, and shall also have privilege of improving the basement suitable for a bargain basement, doing this work also at their own expense, all changes however subject to approval of lessor.

It is further mutually agreed and understood that the leasees may and they are hereby granted the option to extend this lease for two and one-half additional years, to begin on the 1st, day of July, 1937, at a rental of fifty dollars (\$50.00) per month.

It is agreed, moreover that the leasees give notice sixty days in advance of July 1st, 1937 in case they do not intend to extend the lease.

It is further agreed and understood that the leasees have the right to transfer and assign this lease, the leasees herein above named, agreeing to guarantee full compliance on the part of the transferee or assignee with the terms and conditions of this lease.

In testimony whereof, the parties hereto hereunto set their hands and seals on this the day and date first above written, in duplicate.

Klotzman Bros (SEAL)
By N. Klotzman

Sam Klotzman (SEAL)

Ellen N. Meroney (SEAL)
Executrix and Devisee

WITNESSES:
Mrs Joe Klotzman.

Filed for record in this office April 18th 1935 at 1 pm and recorded in deed record 98, page 332 and examined.

L C Walker, Judge of Probate.

STATE OF ALABAMA
SHELBY COUNTY
S. 1/20
has been duly examined by
law.

L. C. WALKER,
JUDGE OF PROBATE