65

STATE OF FLORIDA COUNTY OF DADE

THIS LEASE made this the 3rd day of January, 1933, by and between R. P. Partridge, party of the first part and J. F. Morgan, party of the second part,

## WITNESSETH:

That the party of the first part hereby rents and leases unto party of the second part a certain tank truck described as follows:

600 - Gallon Asphalt Tank and Pump mounted on Hug Truck Chassis

For and during the term of eight years from the third day of January, 1933, to the third day of January, 1941, in consideration whereof party of the second part agrees to pay to the party of the first part the sum of One Hundred Dollars (\$100.00) in cash, the receipt of which is by these presents ack lowledged, the balance is divided into thrity-one parts of Sixty Dollars (\$60.00) each and one payment of Forty Dollars (\$40.00), evidenced by note bearing the legal rate of interest, payable at Miami, Florida, on the 3rd day of April, July, October and January, successively until all are paid, being at the rate of Two hundred & Forty Dollars (\$240.00) for seven years and Two Hundred & Twenty Dollars (\$220.00) for the eighth year: should party of the second part fail to pay the rents as they become due as aforesaid, or violate any other condition of this lease, party of the first part shall then have the right at his option to take possession of said truck, wherever situate and in order to entitle party of the first part to take possession thereof, 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 thereto, which execution is hereby acknowledged, being sufficient notice of the rents being due and demand for the same, and shall be so construed, any law, custom or usage to the contrary notwithstanding.

Party of the second part shall not transfler this lease.

It is further understood and agreed that if the party of the second part fails to pay the quarterly rents as and when they become due and necomes ascomes as much as two quarters in arrears in such payments, or such he fail to pay the taxes on said property as and when the taxes fall due, or fail to comply with any requirement of this lease, then on the happening of any such event, party of second part forfeits all his rights to all money paid by second party under this contract, which said payments shall be held as payments for rent, provided further that if the second party complies with all the conditions of this lease, and shall faithfully make all the payments herein mentioned, up to the end of said term then said first party agrees that said payments of rent under said lease shall be considered as payment for said property, and party of the first part will execute a bill of sale conveying said property to party of the second part.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals in duplicate, this the third day of January, 1933

R. P. Partridge (L.S.)

J. F. Morgan (L.S.)

Filed for record in this office the 23rd day of January, 1937 at 11 AM and recorded in Deed Record #101, on page 486 and examined.

L. C. Walker, Judge of Probate Shelby County, Alabama.

STATE OF ALABAMA SHELBY COUNTY

So Privilege Tax has been paid on the within instrument as required by law.

L. C. WALKER,

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify the S. 2.85 Privilege Tax) has been paid on the within instrument as required by law.

. C. WALKER, JUDGE OF PROBATE