State of Alabama

Shelby County.

This lease contract, made and entered into on this the 28 day of February, 1941 by and between the undersigned, Sidney J. McSwain, who shall be known for the purposes of this contract as Lessor; H. M. Johnson and R. L. Pope, who shall be known for the purposes of this contract as the Lessees. That the said Lessor has agreed to lease unto the said Lessees the property described as follows; to-wit:

E¹/₂ of SE¹/₄ and SW¹/₄ of SE¹/₄ of Section 1,

E¹/₂ of NE¹/₄, E¹/₂ of SE¹/₄ and NW¹/₄ of NE¹/₄ of Section 12,

Township 22, Range 1 East; All of Fractional Sections 6, 7, 8, 17

and the N¹/₂ of NW¹/₄ of Section 18, in Township 22, Range 2 East.

Also Fractions A, B and C in Fractional Section 18, Township 22,

Range 2 East. Also the E¹/₂ of NE¹/₄ of Section 13, Township 22, Range 1

East, containing in all 1404 acres, more or less, and said above described lands being situated in Shelby County, Alabama.

This lease contract is to commence on the First day of January, 1941, and is to continue until the First Day of January, 1946, unless revoked by mutual consent of the parties hereto, that is the Lessees herein named shall have the use and possession of said above described lands for the years of 1941, 1942, 1943, 1944 and 1945. The Lessees herein named shall pay to the Lessor for the use, occupation and possession of said above described lands, the yearly rental of \$200.00, which said rent is to be evidenced by Lessees' promissory waive note in the amount of \$200.00 and payable on the First day of November, 1941. The rent note for the year 1941, to be executed upon the execution of this contract, with 8% interest from maturity, if not paid on its due date, and the Lessees herein named agree on the First day of January of each following year to execute their promissory waive note in the amount of \$200.00 due and payable on the First day of November of said year, with interest at the rate of 8% from maturity of said note.

It is mutually agreed by and between the Lessor and Lessees, that the Lessor shall have a right to sell said above described lands during the pendency of this lease, and should the Lessor desire to sell, the Lessees herein named shall have the option and right to purchase for the stipulated price of \$10,000.00 or less! and it is also agreed and understood by and between the Lessor and Lessees herein named, should the Lessor desire to sell and the Lessees desire to purchase, that the amount paid as rent, less whatever amount or amounts have been paid as taxes on the land, shall be considered as part payment of the purchase price agreed upon, at the time of purchase. It is also agreed and understood by and between the Lessor and Lessees, that should during the time of the pendency of this lease contract, the said Lessor desires to sell and has an offer on said property by a purchaser and the amount of the offer is greater than \$10,000.00, then the Lessor agrees to give the Lessees herein named the right to purchase at and for the amount of said offer in excess of \$10,000.00, and should the bessees herein named do not care to purchase at the amount in excess of \$10,000.00, then in that event the "essor herein named shall have a right to sell said above described lands and the Lessees herein named agree to deliver possession to the purchaser at the end of that year in which the sale is made, that is to say, the Lessees shall have a right to continue in passession for that particular year of sale and remove from said land\$ any and all property they may have located upon said lands and agree to deliver possession at the beginning of the next following year from the date of sale by the Lessor herein named.

It is further agreed and understood by and between the Lessor and Lessees to this contract that the Lessees agree to carry out and comply with the United States Government regulations in regard to planting a sufficient amount of cotton upon said lands in order to maintain the Government allotment, allowance and parity in regard to cotton and the Lessees herein named agree to comply with and carry out any and all Government regulations now existing or which may be herein after provided for in regard to maintaining the allotment and allowance on said lands in regard to cotton. In other words, Lessees herein named agree to comply with the A. A. A. Government program in regard to cotton acreage upon said lands.

The said Sidney J. McSwain shall have a right herself or her agent to go upon the herein above described lands for the purpose of inspecting houses or any and all other conditions that may devolop from time to time. The Lessees herein named shall not have a right to cut any standing timber upon said lands, except for the purpose of obtaining post with which to fence said lands, and for the purpose of fire wood, and in the doing of this the Lessees herein named shall not have the right to cut any merchantable timber for said purpose.

It is also agreed and understood by and between the Lessor and Lessees to this contract, that in the event of the death of either one of the Lessees herein named, the other Lessee shall have the right to go ahead and comply with the terms and conditions of this contract as though both Lessees were living, and the Lessor herein named binds herself, her heirs, her executors and administrators for the faithful performance of the carrying out of the conditions of this contract, however, should both of the Lessees herein named die before the termination of this contract, then the provisions of this contract shall become null and void as to the unexpired terms.

The Lessees herein named agree to take good care of the property and surrender up said premises on the termination of this lease contract in like condition as the same are now in, usual wear and tear excepted and in the event of a failure on the part of the Lessees herein named to pay any rent installment when the same falls due, it shall be optional with the said Lessor to terminate this lease contract in which event all of said rent installments shall become due and payable.

In Witness whereof the said parties have hereunto set their hands and seals in triplicate, this he 28 day of February, 1941.

it. W. O. Miller (Seal)

Sidney J. McSwain	_L_	s.
Lessor	,	
H. M. Johnson	. L.	s.
R. L. Pone	T.	S

I, I. C. Walker, Judge of Probate hereby certify that the within Lease Contract was filed in this office for record the 1st day of March, 1941 at 11 o'clock a.m. and recorded in Deed Record #111 on page 232 and examined.

L. C. Walker, Judge of Probate.

