Lease

Shelby County

The State of Alabama

This lease, made 1st day of July, 1941, by and of the first part and E.L. Ebans 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 premises in Shelby County, Alabama, to-wit: of Section 3, Township 24, Range 13 East embracing the easternmost longitudi/third part of the SE of NE and NE of SE of Section 3, as follows: A width on the northern boundary line of said parcel of strip of land 440 feet on the western boundary line 2640 feet Southern boundary line 440 feet and eastern boundarynline 2640 feet, containing 26 2/3 acres, more or less. for occupation by him as a farm and not otherwise, for and during the term of fortytwo months to-wit: from the 1st day of July 1941 to the 1st day of January 4945

In Consideration Whereof, The party of the second part agrees to pay to the party of the fir st part the sum of Four hundred (\$400.00) dollars, as evidenced by four principal promissory notes, each for the sum of \$100.00, bearing date July 1st 1941, and due and payable as follows, to-wit: #1, January 1st 19420 and one of the remaining in its numerical order on the 1st day of each January thereafter ensuing, until all are due and payable, and all bearing interest from date at the rate of 6% per amum, until paid. Said notes being payable at the office of the Birmingham Trust & Savings Company, Birmingham Alabama.

each evidenced by notes bearing legal interest, payable at the office on the day of each month N during said term, in advance, being at the rate of \$ per annum. 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, at their option, to re-enter the premises and annul this Lease. And in order to entitle the party of the first part to re-enter, 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 said party of the first and second part, which execution is hereby acknowledged, being sufficient notice of the rents being due and the demend for the same 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 the laws in regard to nuisance, in so far as premises hereby leased are concerned, and by no act render the party of the first part liable therefor and to commit no waste of property.or a; pw the same to be done, but to take good care of the same; nor to under-lease said property nor transfer this Lease without the written consent of the party of the first part, herein endorsed; and further, this Lease being terminated to surrender quiet and peaceable possession of said premises in loke good order as at the commencement of said term, natural weat 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 -ease by the party of the second part, the party of the second part hereby agrees that he shall be taxed with said attorney's fees And as a part of the consideration of this Lease, and for the purpose of securing the party of the first part promit payment of said rents as herein stipulated, o any damage that party of the first part may suffer, either by failure to surrender quiet and oeaceable possession of said premises, as aforesaid, or for any damage whatever, may be awarded said property of the first part under this contract, the said party of the second part hereby waives all eight which he may have under the Constitutuon and Laws of the State of Alabama, to have any of the personal property of the party of the second part exempted from levy and sale, or other legal process.

The party of the second part agrees to pay all taxes on the above described property during said term as the same becomes due; and also agrees to pay all assessments for street and sidewalk improvements, should any be made against said property.

It is understood and agreed that at the end of said term of 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 made and execute a deed-conveying said property to the party of the second part. It is further agreed and understood 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 first year of existence of this Lease, or as much as three months in arrears on such payments at any time thereafter, or should fail to pay the taxes on the said property when the same becomes due, or should fail to comply with any condition or requirement herein, then on the happening of any such event by the party of the second part forfeits his rights to a conveyance of said property, and all money paid by the party of the second part under this contract shall be taken and held as payment of rent for said property, and the party of the second part shall be liable to the party of the first part as a tehant 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 with a warranty of title 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 provision a nullity, and make the said party of the second part a lessee under this pinstrument, without any rights whatever except the rights of lessee without any notice or ac-

tion whatever upon the party of the party of the first part. Lyst is further understood and agreed that if the party of the second part should at any time before the maturity thereof desire to pay off the remaining monthly payments, as named herei he shall have the right to do so, and shall be entitled to a rebate on such advancements of Party of the second part assumes and agrees to pay taxes for the currect wear 1941

Party of the second part assumes and agrees to pay taxes for the currect year 1941, and subsequent years. In testimony whereof, we have hereunto set our hands and seals in duplicate, this 1st day

> L.E. Alphin (L.S.) (L.S.) E.L.Evans

Filed for record in t his office July alker, budgelow Probate rec.deed rec 111, page 585 & exam. L C walker, budgelow Probate

of July, 1941