

LEASE
COMMERCIAL FORM

#672

STATE OF ALABAMA

JEFFERSON COUNTY

THIS LEASE, made this 15th day of November, 1941, by and between Miles A. Collins, herein called "Lessor," of the one part and John T. Lockhard hereinafter called "Lessee" of the other part:

WITNESSETH, That the Lessor does hereby demise and let unto the Lessee the following described premises in Shelby County, at or near Calera, Alabama, to-wit:

Tract in the Southeast Quarter of the Southwest Quarter of Section 9, Township 22, Range 2 West, Beginning at the L & N. right of way at the overhead viaduct of the Birmingham and Montgomery Highway, run east 222 feet, thence south 450 feet to said railroad right of way to point of beginning, and being on the east side of the L. & N. Railroad, and south of the highway, and one six room frame house, commonly known as Collins' Place.

for use and occupation by the Lessee as restaurant and soft drink establishment and for no other or different use or purpose, for and during the term of One (1) year, beginning on 15th day of November, 1941, and ending on the 15th day of November, 1942.

1. In consideration Whereof, the Lessee agrees to pay the Lessor, (2) on the first day of each month of said term, in advance, as rent for said premises, the sum of Thirty (\$30.00) Dollars (\$30.00) per month, being at the rate of (4) Three Hundred Sixty and no/100 Dollars (\$360.00) per annum.

(5) This lease is made upon the following terms, conditions and covenants:

(6) The Lessor covenants to keep the Lessee in possession of said premises during said term, but shall not (7) be liable for the failure or inability of the Lessee to obtain possession thereof provided the Lessor shall (8) exercise due diligence and effort to place the Lessee in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for (10) which they are let.

(11) Lessor shall not be obligated or required to make any repairs or do any work on or about said premises or the (12) elevator therein or any other part thereof, or on or about any premises connected therewith, but not hereby (13) leased, unless and only to the extent hereinafter agreed. However, Lessor reserves the right to enter upon said (14) premises and to make such repairs and do such work on or about said premises as Lessor may deem necessary (15) or proper for that Lessor may be lawfully required to make. Lessor reserves the right to visit and inspect (16) said premises at all reasonable times, and the right to show said premises to prospective tenants and purchasers and the right to display "For Sale" and "For Rent" signs on said premises.

(18) Lessee will make no material alterations in said building and will not paint any part of the outside of said (19) building without the written consent of the Lessor. No signs of any character shall be erected on roof without (20) Lessor or Agents written consent. Lessee will replace all plate and other glass

if and when broken, and (21) failing so to do the Lessor may replace the same and the Lessee will pay the Lessor the cost and expense (22) thereof upon demand. Lessee will replace all keys lost, or broke, and will pay all bills for water, lights and (23) heat used on said premises. Lessee will keep all elevators, electric wiring, water pipes, water closets and other (24) plumbing on said premises in such good order and repair as may be required by the laws or ordinances of the (25) City of Birmingham. Lessor shall not be liable for any damages caused by, or growing out of, any break- (26) age, leakage, getting out of order or defective condition of said elevators, electric wiring, pipes, closet or (27) plumbing, or any of them. Lessee will comply, at all times and in all respects, with all the laws of the City of (28) Birmingham, relating to nuisance, insofar as the building and premises hereby let, and the streets and high- (29) ways bounding the same, are concerned, and the Lessee will not by any act, or omission render the Lessor (30) liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be (31) done, and will take good care of said building and said premises at all times.

(32) Lessor shall not be liable for any damage caused by, or growing out of, any defect in said building, or in (33) said premises, or caused by, or growing out of fire, rain, wind or other cause.

(34) Lessor shall have the right, at the option of Lessor, to annul this lease, upon two (2) days' written notice (35) to the Lessee, and to thereupon re-enter and take possession of said premises, upon the happening of any one (36) or more of the following events:

(37) (a) In the event the Lessee should fail to pay any one or more of said monthly installments of rent as (38) and when the same become due, and such default should continue for ten (10) days after written demand (39) for the payment thereof is made by the Lessor upon Lessee.

(40) (b) In the event Lessee removes, attempts to remove or permits to be removed from said premises ex- (41) cept in the usual course of trade, the good, furniture, effects or other property of the Lessee brought thereon.

(42) (c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other (43) property of the Lessee brought on said premises or upon the interest of the Lessee in this lease.

(44) (d) In the event a petition in bankruptcy is filed by or against the Lessee or the Lessee is adjudged a (45) bankrupt, or should Lessee file a debtor's petition in the District Court of the United States.

(46) (e) In the event an assignment for the benefit of creditors is made by the Lessee.

(47) (f) In the event of the appointment of a Receiver of Lessee's Property.

(48) (g) In the event the Lessee, before the expiration of said term, and without the written consent of the (49) Lessors, vacates said premises or abandons the possession thereof, or uses the same for purposes other than (50) the purposes for which the same are hereby let.

(51) (h) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the (52) Lessee herein contained, and fails to remedy the same within ten (10) days after written notice thereof is (53) given by Lessor to Lessee.

(54) No re-entry hereunder shall bar the recovery of rent or damages for the breach of any terms, con- (55) ditions or covenants on the part of the Lessee herein contained. The receipt of rent after breach or conditions (56) broken shall not be deemed a waiver of forfeiture, or a waiver of the right of the Lessor to annul the lease or (57) to re-enter said premises or to re-let the same.

(58) In the event the Lessee abandons, the leased premises, the Lessor shall have the privileges of re-entering (59) and taking possession of said premises as Agent of the Lessee and sub-letting all or any portion of same, ap- (60) plying the proceeds obtained from said sub-tenant to the account of the Lessee; said sub-letting shall not re- (61) lease the Lessee from liability under terms of this lease, but the Lessee shall be held responsible for any dif- (62) ference between the rents obtained from any sub-tenant and the amount called for in this lease.

(63) All improvements and additions to the leased premises shall adhere to the leased premises, and become (64) the property of the Lessor, with the exception of such additions as are usually classed as furniture and fixtures (65) said furniture and fixtures are to remain the property of the Lessee, and may be removed by the Lessee prior (66) to the expiration of this lease, provided all terms, conditions and covenants of within contract have been (67) complied with by Lessee and said Lessee restores building and premises to its original

DEFAULTS

RE-ENTRY

IMPROVEMENTS AND
FIXTURES

condition.

(68) This lease shall become null and void in the event said building should be entirely destroyed by fire (69) or other casualty, or in the event said building should be condemned and ordered torn down or removed (70) by due process of the laws, and the liability of the Lessee for the rents thereafter accruing hereunder shall (71) cease upon the happening of said events.

(72) In the event said building should be damaged or injured by fire or other casualty to the extent of more (73) than fifty per cent (50%) thereof, then, and in that event, the Lessor may elect to restore said building to (74) substantially the same condition it was in before said fire or other casualty occurred, or may elect to cancel (75) this lease, by giving thirty (30) days' written notice of such election to the Lessee within thirty (30) days (76) after said fire or other casualty occurred. In the event the Lessor elects to restore said building to said substantial condition, and give written notice of said election to the Lessee within said time, then, and in those (78) events, the Lessor will so restore said building as soon thereafter as the Lessor can do so by the exercise of (79) reasonable diligence, and the rents due for that part of said term, beginning on the date of said fire or other (80) casualty and ending on the date said restoration is fully completed shall be reduced in the proportion that the (81) damaged or injured portion of said building bears to the whole of said building. In the event the Lessor (82) elects to cancel this lease as aforesaid, and gives written notice of said election to the Lessee within said time, (83) then, and in those events, this lease shall cease and determine without further notice upon the expiration of (84) thirty (30) days from the date said notice is given to the Lessee. In the event the Lessor fails, within said (85) period of thirty (30) days to elect to restore said building to said substantial condition, and fails, within said (86) time, to elect to cancel this lease, then, and in those events the Lessee may, within thirty (30) days thereafter, (87) terminate this lease, on account of said damage or injury to said building as aforesaid upon giving ten (10) days' (88) written notice thereof to the Lessor. In the event the Lessee, having the right so to do, fails within (89) said thirty (30) days to terminate this lease, then, and in that event, this lease shall be and remain in full (90) force and effect, notwithstanding said building may have been damaged or injured as aforesaid.

(91) In the event said building, is damaged or injured by fire or other casualty, to the extent of fifty per cent (92) (50%) or less of said building, then, and in that event, the Lessor will restore said building to substantially (93) the same condition that it was in before said fire or other casualty occurred, as soon thereafter as the Lessor (94) can do so by the exercise of reasonable diligence; and the rents due for that part of said term, beginning on the date of said fire or other casualty and ending on the date said restoration is fully completed, (96) shall be reduced in the proportion that the damage or injured portion of said building bears to the whole (97) of said building.

(98) Each and every transfer or assignment of this lease, or any interest and each and every sub-(99) letting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written (100) consent of the Lessor be first obtained thereto.

(101) The Lessee will, upon the expiration or termination of this lease, surrender the quiet and peaceable (102) possession of said premises in the like good order as the same were in at the commencement of said term, (103) natural wear and tear excepted, and notice so to do, is hereby waived. It is further understood and agreed (104) that if the Lessee shall continue in possession of any part of said premises after the expiration of the afore-(105) said term, without the written consent of Lessor or his agents, then this lease, at the option of the Lessor (106) or his agents, shall continue in full force until the next succeeding September, thirtieth, with all conditions, covenants, and terms herein set forth, except that the rental of said premises shall be DOUBLE (108) THE AMOUNT herein fixed.

(109) The Lessee will pay Lessor a reasonable attorney's fee in the event Lessor employs an attorney to collect (110) any rents due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a (111) bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of the Lessee upon (112) the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee (113) violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to (114) further secure the prompt payment of said rents, and when the same mature, and the faithful performance (115) by the Lessee of all and singular the terms, conditions and

covenants on the part of the Lessee he in con-(116) tained, and all damages and costs that the Lessor may sustain by reason of the violation of said terms, condition (117) and covenants, or any of them, the Lessee does hereby waive any and all rights to claim personal (118) property as exempt from levy and sale.

(119) All notices and demands authorized or required to be given to the Lessee hereunder, may be served upon (120) the Lessee in person or mailed to the Lessee at said premises.

(121) It is further understood and agreed that if the Lessee shall fail or refuse to pay rent for any month dur- (122) ^{ing} the term of this lease when the same is due and payable, the Lessor herein shall have the right at his (123) option to declare rent for the entire term due and payable and may collect by suit or otherwise, But such ac- (124) tion on the part of the Lessor in an attempt to collect shall not bar or prevent the Lessor from the right to (125) cancel and terminate this lease and claim rent only to such time of termination; and then to take possession (126) of the property, the purpose being that if the Lessor finds it doubtful or difficult to collect the rent then he (127) shall at his election terminate the lease, take back the property and claim rent only to the time he re-enters (128) and takes back the property.

In testimony whereof we have hereunto set our hands and seals the day and year above written

Miles A Collins (L.S.)
Lessor

John T. Lockhart (L.S.)
Tenant Sign Here

APPROVAL OF OWNER

The property described in within contract is owned by managed by the undersigned who hereby ratifies and approves the execution of within lease by LOUISE REESE & COMPANY, Agents, and in consideration of the securing of said tenants, the undersigned agrees for himself, his heirs, and assigns, that the said LOUISE REESE & COMPANY Agents, their heirs, successors, or assigns, shall have, during the term of this lease as well as all contained occupancy of the Lessee, unless, otherwise arranged, the right to collect all rents due thereunder and to retain a commission as prescribed by the Birmingham, Real Estate Board for such services, and hereby agree to notify any purchaser, before the closing trade for purchase of within property, of the existence of within contract and to make sale subject to said contract.

Owner

I hereby assign all of my interest in and to the within lease to A. Berkowitz this the _____ day of November, 1941.

Miles A. Collins

TO JOHN T. LOCKHART:

This will authorized you to pay the rents under this lease as the same become due to Sam Payne, of Birmingham,, Alabama, as my agent.

A. Berkowitz.

Filed in the office of the Probate Judge the 3rd day of December, 1941 and recorded in the Deed Record 112 on page 494.

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ 60 Privilege Tax
has been paid on the within
instrument as required by
law.

L. C. WALKER,
JUDGE OF PROBATE

L. C. Walker,
Judge of Probate