LEASE

851 Cans. 1.36

THE STATE OF ALABAMA)
JEFFERSON COUNTY)

This lease, made 23rd day of July, 1938 by and between Floyd E. Benton, party of the first part, herein after called the Lessor, by agent, and Joe Kimbrel party of the second part, hereinafter called the Lessee:

WITNESSETH, That the Lessor does hereby rent and lease unto the Lessee the following premises in the SW_{+}^{1} of SE_{+}^{1} and W_{-}^{1} of SE_{+}^{1} and W_{-}^{1} of SE_{+}^{1} and W_{-}^{1} of SE_{+}^{1} of SE_{+}^{1} of Section 8, Township 21, Range 4 West containing 64 acres, more or less. NE_{+}^{1} of the NW_{+}^{1} and W_{-}^{1} of the SE_{+}^{1} of the NW_{+}^{1} and E_{-}^{1} of the SE_{+}^{1} of

- 1 IN CONSIDERATION WHEREOF, The Lessee agree to pay the Lessor, at the office of said agent 1.00 for the same \$1.00 on 1st day of Sept, 1938 in advance, being at the rate of \$1.00 per annum. Should
- the Lessee fail to pay the rents as they become due, as aforesaid, or vilate any other condition of this lease,
- Then have the right at his option to re-enter the premises and annul this lease. And in order to entitle the Lessor
- to re-enter, it shall not be necessary to give notice of the rents, becoming due or unpaid, or to make any demand for the same,
- the execution of this lease, signed by the Lessee, which execution is hereby acknowledged, being sufficient notice of the
- 7 rents being due and of the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwith-
- S standing; and the Lessee agrees to comply with all the city laws in regard to nuisance, in so far as the build ing and premises
- ises hereby leased are concerned, and by no act render the Lessor liable therefor; to replace all glass broken; to replace all
- 10 keys lost or broken; to pay all bills for water used on the premises during this lease; to keep all electric apparatus in order;
- ll to permit no waste of the property, or allow same to be done, but to take good care of same; not to under-
- 12 erty, nor transfer or assign this lease without the written consent of the Lessor hereon endorsed; and this lease being ter-
- 13 minated, to surrender quiet and peaceable possession of said premises in like good order as at commencement of said terms,
- 14 natural wear and tear excepted.
- It is further understood and agreed that the Lessor shall not be required to do any repairs upon the building herein leased,

- 16 unless so stipulated and agreed upon in writing at the commencement of this lease, nor is the Lessor liable for any breakers
- 17 age, or getting out of order of any of the water pipes, or water closets or other plumbing, but the Lessee
- 18 shall keep same in such repair as is required by the sanitary or other laws of the city of
- 19 natural wear and tear excepted.
- 20 It is further understood and agreed the Lessor shall not be liable for any damage which may accrue on account of
- 21 any defect in said buildings or premises, or from rain, wind or other causes. And Lessor reserves the right to show and
- 22 advertise the premises herein leased for sale during the term of this lease, and to place "For Rent" or "For Sale" cards on
- 23 said building or premises and to show same sixty days prior to the expiration of this lease.
- 24 It is further understood and agreed that the Lessor reserves the right to make any repairs that may be deemed neces= ::
- 25 sary during the term of this lease.
- And the Lessee further covenants with the Lessor that the furniture, goods and effects with which said building and
- 27 premises are to be furnished and provided shall be owned by
- 28 in his own right, and the same shall not be encumbered except as subject, first, to lien and right of the Lessor.
- In event of the employment of an attorney by the Lessor, on account of violation of any of the conditions of this
- 39 lease by the Lessee, the Lessee hereby agrees that he shall be taxes with said attorney's fee. And as a part of
- 31 the consideration of this lease, and for the purpose of securing to the Lessor prompt payments of said rents as herein stipu-
- 32 lated, or any damage that the Lessor may suffer, either by failure to surrender quiet and peaceable possession of said premises
- 33 ises as aforesaid, or for any damage whatever which may beawarded said Lessor under this contract, the said Lessee hereby
- 34 waives all right which he may have under the Constitition and Laws of the State of Labama, to have any of the
- 35 personal property of the Lessee exempt from levy or sale, or other legal process.
- 36 It is hereby further agreed that if the Lessee shall continue on said premises, or any part thereof, after the termination
- 37 of this contract, then this contract shall continue in full force under all the terms, conditions and covenants hereinafter set

38 out.

IN WITNESS WHEREOF, We have he reunto set our hands and seals this day of July, 1943.

WITNESSES:

Bill Porter

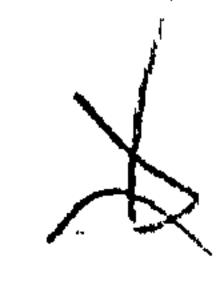
his Joe x Kimbrel (SEAL) mark

R. E x Kimbrel (SEAL)

Filed in the office of the Probate Judge the 4th day of February, 1944 at 3 o'clock P.H. and recorded in the Deed Record 118 on page 55 on this the 4th day of February, 1944.

L.C. Walker,

Judge of Probate



STATE OF ALARAMA SHELBY COUNTY

I hereby certify that

3 150 Privilege Tax

has been paid on the within

Instrument as required by

L. C. WALKER,