LEASE AGREEMENT

# 209

STATE OF ALABAMA:

COUNTY OF SHELBY:

4/12, 1945

THIS AGREEMENT MADE between C.O. DENNIS and A.L. JARVIS, a partnership, trading as the

DEN-NAP ELECTRIC MOLD COMPANY, of Bibb County, State of Georgia, hereinafter called OWNER, and Horns Service

(Name of Individual or Firm)

Station, Main St. Columbiana, Shelby Ala. hereinafter called LESSEE;

(Address) (City) (County)(State)

## WITNESSETH:

PROPERTY
COVERED
BY THIS
LEASE

1. The OWNER agrees to Lease to the LESSEE, for the period, hereinafter stated the following described /property:

OneD N -1 Passenger Mold

One DnN M 600 Passenger Motor X > - Serial # 240

RENTAL FEE 2. The OWNER agrees to Lease the above-described equipment to the LESSEE for a period of eighteen months, said period more specifically designated hereunder, for the sum of Three hundred Fifty Eight & 57/100 (\$358.57) Dollars, payable in monthly installments as follows:

The agreed first monthly payment, receipt of which is hereby acknowledged, shall be one hundred & four & 59/100 (\$104.59) Dollars, and the LESSEE agrees that he will, on the first day of each Calendar Month, during the term of this Leage, following the date on which this Agreement is accepted by the OWNER, pay to the OWNER, at the OWNER'S place of business, in Macon, Georgia, the sum of Fourteen & 94/100 (\$14.94) Dollars advance rent for said property. Any and all monies paid to the OWNER are to be paid by means of a check or maney order to the order of the OWNER and it is understood by the LESSEE, hereof, that no salesman or representative of said OWNER has any authority to accept any money except as set forth heretofore.

TERM OF LEASE.

NOTICE
OF TERMINATION.

3. This Lease shall continue for a period of eighteen (18) Full Calander months from the date of acceptance of this Agreement by the OWNER. This Lease shall terminate on the expiration date of the term heretofore mentioned ONLY if the party desiring such termination shall, ninety (90) days prior to said expiration date, give to the other party of this Agreement a written notice by registered letter addressed and mailed to the place of business of the party notified that it is his desire to terminate; otherwise, this Agreement with all of its provisions and terms shall continue on for a second term of eighteen (18) Full Calendar months, except that the rental charge for the first month and each succeeding month of this second term of eighteen (18) months shall be at the same rate as charged to the LESSEE during the last month of the first term of this Agreement.

TAXES
STATE,
COUNTY
MUNICIPALITY.

4. The IESSEE agrees that he immediately will pay any and all State, County and Municipal ad valorem and license taxes which may be assessed in the name of the OWNER or the LESSEE on account of the property Leased herein, or on account of its use.

OWNERSHIP OF
PROPERTY
REMAINS
IN OWNER

5. This is a lease contract and not a contract of sale. The LESSEE has no property rights in the property above-described, except as LESSEE and has no right, privilege or option to purchase the property.

IDEMNITY.

6. The LESSEE agrees that it will indemnify the OWNER for any loss sustained by said OWNER because of any claims by third persons arising out of the use of the property herein described.

REPAIR
REPLACEMENT,
UPKEEP.

7. The OWNER agrees that, during the life of this Contract, is will, at its own expense, replace any portion of the property, leased herein, which is defective by reason of materials or workmanship, and that it will at its own expense, keep the property in good operation condition by making such re-

pairs and replacements as are necessary by reason of the normal wear and tear incident to the use of the property, so long as it is used as a unit and in accordance with paragraph 8 hereof. The LESSEE agrees to bear the expense of such repairs and replacements as are necessary by reason of the negligent or wilful use of the property.

OPERATION
OF EQUIPMENT, INSTRUCTION.

8. The IESSEE agrees to use the property, above-described, in accordance with instructions of the OWNER'S engineering staff and to use in connection with it, only first class material.

INSPECTION BY OWNER

9. The LESSEE shall afford the OWNER and its agents full opportunity for inspection of the property hereby leased at all reasonable times.

FREIGHT CHARGES 10. LESSEE agrees to pay any and all freight charges, F.O.B. Macon, Georgia in connection with the delivery of the equipment herein leased; and any other freight charges which may hereafter accrue in returning equipment to and from OWNER'S factory for the purpose of repairs or replacements.

NO SUB-LEASE, OR ASSIGN-MENT

11. The LESSEE shall not sub-lease the property described hereby or any portion thereof, nor assignsthis lease, without the prior written consent of the OWNER. Death, bankruptcy, or appointment of a receiver for the property of the LESSEE, or transfer of his property rights in this contract by operation of law, or for any other reason shall authorize the termination of this Lease in the manner provided in paragraph 12 hereof.

RIGHTS OF
OWNER IN
EVENT OF
DEFAULT IN
RENT OR
BREACH OF
RNY PROVISION OF CONTRACT.

12. In the event the LESSEE shall fail to make any payment of rent herein contracted for, and should default continue for ten (10) days, or should the LESSEE violate any other provision of this Contract, the OWNER may, without notice or demand, summarily terminate this Lease, and upon termination of this Lease, for any cause, the OWNER mayretake possession of the property herein described and for that purpose leave is hereby given to the OWNER, its agents and servants, to enter any premises occupied by the LESSEE, to search for, and retake possession of said property without notice or demand, with or without legal process and without being liable to any suit, action or other proceeding by the LESSEE or anyone claiming under him; and the OWNER shall also have any other remedies provided by law for retaking possession of said property, and for collecting any amounts due under the terms of this Lease.

CONDITION
OF EQUIPMENT AT
TERMINATION.

13. On the termination of this Agreement, the equipment herein leased, shall be returned to the OWNER by the LESSEE in the same condition in which it was received by the LESSEE, except as to the normal wear and tear incident to the use of the property by the LESSEE.

ENTIRE
AGREEMENT
IN THIS
CONTRACT.

14. This contract contains the entire Agreement between the parties and no representation not contained herein has been made by either party or by the agents of either party. THE OWNER makes no warranty, express or implied, except as hereinabove expressly set forth, and except that the OWNER warrants its right to Lease the property herein described.

NOT BIND-ING UNTIL ACCEPTED BY THE OWNER.

15. This Contract is made in Triplicate and shall not be binding on the OWNER until it is accepted and signed hereon at Macon, Georgia, by a partner of the DEN-NAP ELECTRIC MOLD COMPANY.

WITNESS OUR HANDS AND SEALS:

Attest:

Cecil Falkner

Horn Serv. Sta.

L.T. Bozeman April 12 1945 Month Day Year oy N.Y. Horn, Owner Title

(SEAL)

LESSEE

Mauree Etheridge

DEN-NAP EIECTRIC MOLD CO.

By C.O. Dennis

(SEAL)

Parner

July 10, 1945 Month Day Year

OWNER

STATE OF ALABAMA )
COUNTY OF SHELBY )

I HEREBY CERTIFY that on this 12 day of April, 1945, before the subscriber, a Notary Public personally appeared N.Y. Horn and did acknowledge the foregoing contract to be his act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 12th day of April, A.D. 1945

Cecil Duke

NOTARIAL SEAL

Notary Public My commission expires 2-4-46

Filed in the office of the Probate Judge the 16th day of July, 1945 at 8 o'clock A.M. and recorded in the Deed Record 121 on page 363 on this the 21st day of July, 1945.

ATATE OF ALABAMA

SHELBY COUNTY

I hereby certify that

Shas been paid on the withir

Instrument as required by

Instrument as required by

L.C. Walker,

J udge of Probate