

77

LEASE

#1258

\$1090.00 *Cone* -

STATE OF ALABAMA, §
SHELBY COUNTY. §

This lease is made this the 1st day of February, 1946, by and between Morris Goldberg, Max Goldberg, and Harry Gordon, parties of the first part, hereinafter called the Lessors, and Leon Meyers, party of the second part, hereinafter called the Lessee:

WITNESSTH That the Lessors do hereby rent and lease unto the Lessee the ground floor of that certain two story brick building situated on the following described parcel of land:

A lot in the Town of Columbiana, Shelby County, Alabama, described as beginning at the intersection of the south line of East College Street with the East line of Main Street, and running East along the South line of East College Street 89 feet; Thence south 32 feet; thence West 89 feet; Thence north along said Main Street 32 Feet to the point of beginning,

for and during the term of two years, to-wit: From the first day of February, 1946, to the first day of February, 1948, and the Lessors covenant to keep the Lessee in possession of the premises during said term, or any renewal or any extension thereof as provided for in this lease.

In consideration thereof the Lessee agrees to pay the Lessors \$50.00 a month as rent on the first day of each month, beginning February 1, 1946, and ending on January 1, 1948.

It being further understood and agreed that the Lessee shall have the option to renew this lease for two additional years at a rental of \$60.00 per month, payable monthly beginning with said term. Provided further that in the event the Lessee elects to exercise his option to renew said lease as mentioned above, he shall give notice, in writing, at least sixty days before February 1, 1948, to any of the Lessors mentioned above of his intention to renew said lease. Should the Lessee fail to pay the rents as they become due as aforesaid, or violate any other conditions of this lease, the Lessors shall have the right at their option to re-enter the premises and annul this lease. And in order to entitle the Lessors to re-enter, it shall not be necessary to give notice of the rents becoming due and unpaid, or to make any demand for the same, any law usage or customs to the contrary notwithstanding; and the Lessee agrees to comply with all of the laws of the Town of Columbiana, Alabama, in regard to nuisance so far as the building and premises hereby leased are concerned; and at the termination of this lease to surrender quiet and peaceably possession of said premises.

It is further understood and agreed that the Lessors shall not be required to make any alternations or repairs upon the premises herein leased except to keep the roof in good repair, except as otherwise herein provided. In case the premises are damaged or destroyed by fire, windstorm, or other cause, excepting wear and tear, during the term of this lease, or renewal thereof, the Lessors shall commence repair or construction within thirty days; otherwise, this lease shall become null and void within sixty days from the date of damage or destruction of said premises.

It is further understood and agreed that the Lessee may make, at his own expense, any reasonable improvements or alterations to the premises in connection with the operation of the business he conducts therein, including the remodeling of the front of the ground floor of the building being leased, and the removal of the balcony at the rear of said building provided any and all lumber or other materials salvaged from the balcony shall be turned over to Harry Gordon, as Agent.

It is further understood and agreed that the Lessor shall not be liable for any damage which may accrue on account of any defects in said premises not attributable to the negligence of Lessors.

It is further understood and agreed that the Lessors reserve the right to make any repairs they deem necessary during the term of this lease or any renewal thereof.

In the event of the employment of an attorney by the Lessors on account of the violation of the conditions of this lease by the Lessee, the Lessee hereby agrees that he shall be taxed with said attorney's fee. And as a part of the consideration of this lease and for the purpose of securing the Lessors prompt payment of said rent as herein stipulated, or any damage that the Lessors may suffer either by failure to surrender quiet and peaceable possession of said premises, or for any damage which may be awarded said Lessors under this contract, the Lessee hereby waives all right which he may have under the Constitution and laws of the State of Alabama to claim personal property exemption from levy, or sale, or other legal process.

It is hereby further agreed that if the Lessee shall continue on said premises after the termination of this lease, then this lease shall continue in full force under all its terms, conditions and covenants hereinabove set out.

In testimony whereof we have here hereunder set our hands and seals this the 6 day of February, 1946.

WITNESSES:

LESSORS

L. L. Gallops

Morris Goldberg

J. W. Danford Jr.

L. L. Gallops

Max Goldberg

J. W. Danford Jr.

Fay F. Quick

Harry Gordon

Tyla J. Lansford

LESSEE

Ola.D. Taylor

Leon Meyers

Mrs. Grady N. Webber

Filed for Record the 7 day of February, 1946, at 4 o'clock P.M., and recorded in Deed Record 123 on page 437 on the 14 day of February, 1946.

STATE OF ALABAMA
CHELEY COUNTY
I hereby certify that
\$1.50 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