

LEASE

#1994

Cons. \$2107.50

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS LEASE, made this 28th day of February, 1946, by and between J. R. Ray of Birmingham, Alabama, as lessor, and Curtis L. Morgan, of Wilsonville, Alabama, Route 1, as lessee:

WITNESSETH that the said lessor hereby agrees to rent and lease unto said lessee the following described premises in said county and state, to-wit:

The Half Moon Farm, consisting of approximately 175 acres located on the Wilsonville Road and Yellow Leaf Creek, in Shelby County, Alabama, (exclusive of a three-room cabin and a small tool house which are reserved for the exclusive use of the lessor) in the N $\frac{1}{2}$ of Sec. 3, Twp. 20, Range 1 East.

Said lease shall run from February 1st, 1946, to February 1st, 1951, and said premises are rented for occupancy and use by the said lessee and his family only for farming purposes, and for no other purpose.

In witness whereof, the said lessee agrees to pay to the said lessor, or his order, the sum of \$500.00 per year, the first of said yearly payments to be made on or before the 1st day of January, 1947, 1948, 1949, and 1950, respectively, as rent for said premises under this lease.

As a part of the consideration for this lease, the lessee agrees that no timber will be cut from said land for any purpose other than for repair to fences, dwelling house, barns and other out-buildings on said land and for firewood for the lessee and lessee's sub-tenants and that any other timber so cut shall be with the written permission of the lessor. The lessee further agrees that no major alterations will be made upon buildings on said property without the written consent of the lessor.

Said lessee further agrees not to commit any waste upon said leased premises, and agrees that if he violates this contract or defaults under the same, then the lessor is hereby authorized to take full possession of said premises, crops thereon, and improvements and sell same to satisfy any outstanding indebtedness, paying any excess in the proceeds of sale to the lessee or his assigns, in which event this contract may become void and cancelled at the lessor's option, without further notice to the lessee; and the lessee hereby agrees to surrender the quiet and peaceable possession of said premises to the lessor at said time, in which event the lessor is hereby authorized by the lessee to take possession of said premises. In case of death of the lessee, the lessee's wife, may at her option and upon notice to the lessor, take over performance of this lease as lessee subject to the terms hereof.

And as part of the consideration of this lease, the parties hereto hereby waive all right they, or either of them may have under the Constitution or Laws of Alabama to have any of the personal property of

said parties exempted from levy and sale under legal process. And should it become necessary to employ an attorney in the collection of the rents or indebtedness aforesaid, then the lessee agrees and hereby promises to pay all reasonable attorney's fees charged therefor.

In Testimony Whereof, the said parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:
Mrs. L. J. Logan
Adeline H. Mayer

STATE OF ALABAMA
ONELEBY COUNTY

J. R. Ray (SEAL)
Curtis L. Morgan (SEAL)

I hereby certify that
a 2.50 Privilege Tax
Filed for Record the 2 day of April, 1946, at 8 o'clock A. M., and recorded in Deed Record 123 on page 593 on the 11 day of April, 1946.
as required by law.

L. C. WALKER
JUDGE OF PROBATE

L. C. WALKER JUDGE OF PROBATE.

NO TAX ON THIS INSTRUMENT.