1810

Value 1923

STATE OF ALABAMA ()
SHELBY COUNTY

This lease is made this the 1 day of February, 1948, by and between Morris Goldberg, Max Goldberg, and Harry Gordon, parties of the first part, hereinafter called the Lessors, and Leon Mayers, party of the Second part, hereinafter called the Lessee:

WITNESSETH 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 \$9 feet;
thence south 32 feet; thence west 89 feet;
thence north along said Main Street 32
feeto to the point of beginning,

for and during the term of three years, to-wit: From the first day of February, 1948, to the first day of Feb. 1951, and the Lessors covenant to keep the Lessee in possession of the premises during said term, or any renewal or any extension thereof is provided for in this lease.

In consideration thereof the Lessee agrees to pay the Lessors \$60.00 a month as rent on the first day of each month, beginning February 1, 1948, and ending on February 1, 1951.

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, 1951, 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 or the rents becoming due and unpaid, or to make any demand for the same, any law usage or custom to the contrary notwithstanding; and the Lessee agrees to comply with all of the laws of the Town of Columbiana, Alabama in regard to nusiance so far as the building and premises hereby leased are concerned; and at the termination of this lease to surrender quiet and peaceable possession of said premises.

It is further understood and agreed that the Lessors shall not be required to make any alterations 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, and 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 Lessors 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 or 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.

Itis hereby further agreed that if the Lessee shall contunue on said premises after the termination of this lease, then this lease shall continue in full force under all it s terms, conditions and conveants here inabove set out.

In testimony whereof we have here hereunder set our hands and seals this the 1 day of February, 1948

Horton Gallops

WITNESS

L.L. Gallops

Horton Hallops

L.L. Gallops

Rux Caterr

Fay F. Quick

Sam Shafferman Md.

Morris Goldberg
Morris Goldberg

LESSORS:

Max Goldberg
Max Goldberg

Harry Gordon Harry Gordon

LESSDE:

Leon Meyers Leon Meyers

Filed in the office of the Probate Judge on the **2nd** day Feb., 1948 at 8 o'clock A.M. and recorded in the Deed record 131 on page 535 on this the 4th day of Feb., 1948.

L.C. Walker,

STATE OF ALABAMA SHELBY COUNTY

\$2.00 Privilege Tax has been paid on the within instrument as required by law.

L. C. WALKER,
JUDGE OF PROBATE

Judge of Probate



