

THE STATE OF ALABAMA

#3662

SHELBY COUNTY This lease, made 29 day of May 1948 by and between Frank Jenkins and wife, Georgia E. Jenkins, party of the first part, hereinafter called the Lessor, by \_\_\_\_\_ agent, and Watkins-Walters Oil Co., Inc. 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 Shelby County, Alabama, viz: Commence at the southwest corner of the southeast Quarter of the Southeast Quarter of Section 31, Township 18, South of Range 1 West, run thence East along the South line of said Section 120 feet, thence North and parallel with the West line of said Section to the South line of the Florida Short Route Highway Right of Way, run thence Westerly along the South line of said Highway to the West line of said Southeast Quarter of Southeast Quarter, thence South to point of beginning. for occupation by \_\_\_\_\_ as \_\_\_\_\_ and not otherwise for and during the term of Ten Years to wit: from the 29 day of May 1948 to the 29 day of May 1958 and covenant to keep the Lessee in possession of the premises during said term.

IN CONSIDERATION WHEREOF, The Lessee agrees to pay the Lessor for the same \$ one cent per gallon on 10th day of each month. Should the Lessee fail to pay the rents as they become due, as aforesaid, or violate any other condition of this lease, the Lessor shall then have the right at Their 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 rents being due and of the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding; and the Lessee agrees to comply with all the city laws in regard to nuisance, in so far as the building and premises hereby leased are concerned, and by no act render the Lessor liable therefor; to replace all glass broken; to replace all keys lost or broken; to pay all bills for water used on the premises during this lease; to keep all electric apparatus in order; to permit no waste of the property, or allow same to be done, but to take good care of same; not to under lease said property, now transfer or assign this lease without the written consent of the Lessor hereon endorsed; and this lease being terminated, to surrender quite and peaceable possession of said premises in like good order as at commencement of said term, 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, unless so stipulated and agreed upon in writing at the commencement of this lease, nor is the Lessor liable for any breakage, or getting out of order of any of the water pipes, or water closets or other plumbing, but on the contrary the Lessee shall keep same in such repair as is required by the sanitary or other laws of Shelby County, natural wear and tear excepted.

It is further understood and agreed that the Lessor shall not be liable for any damage which may accrue on account of any defect in said buildings or premises, or from rain, wind or other causes. And Lessor reserves the right to show and advertise the premises herein leased for sale during the term of this lease, and to place "For Rent" or "For Sale" cards on said building or premises and to show same sixty days prior to the expiration of this lease.

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

It is hereby further agreed that if the Lessee shall continue on said premises, or any part thereof, after the termination of this contract, then this contract shall continue in full force under all the terms, conditions and covenants hereinafter set out.

In Testimony Whereof, We have hereunto set our hands and seals this 29 day of May 1948.

WITNESSES:

R. T. Walters

Watkins-Walters Oil Co. Inc. (Seal)

by Huaben Walters (Seal)

Frank Jenkins (Seal)

Georgia E. Jenkins (Seal)

Filed for record in this office on the 4th day of July, 1948 at 3 P.M. and recorded in Deed Book 134 at page 145 on this the 7th day of July, 1948.

L. G. Walker, Probate Judge

STATE OF ALABAMA  
SHELBY COUNTY  
I hereby certify that  
\$1.00 Privilege Tax  
has been paid on the within  
instrument as required  
by law.

JUDGMENT