

LEASE

VALUE \$1229.72

4078

STATE OF ALABAMA

SHELBY COUNTY

This Lease, made this 1 day of May, 1950 by and between E.D. Farr, party of the first part, and V.L. Arthur and G.M. Arthur, party of the second part.

WITNESSETH, That the party of the first part does hereby rent and lease unto the party of the second part, the following premises in the Town of Columbiana, Alabama, viz:

A part of a brick building located in the rear of the building now occupied by Alton Holland and used as a Pool Room, said portion being divided by a permanent partition and occupied formerly by E.D. Farr, doing business as The Shelby County Milling Company, for occupation by them as a grocery store for and during the term of three years and ten months, to-wit: From the 1st day of May, 1950 to the 1st day of March, 1954, and covenant to keep the party of the second part in possession of the premises during said term; provided, the party of the second part shall comply fully with all the requirements of this Lease.

IN CONSIDERATION WHEREOF, the party of the second part agrees to pay to the party of the first part, at the office of said Agents for the same \$30.00 on the 1st day of each month in advance. And should the party of the second part fail to pay the rents as they become due, as aforesaid, or violate any other condition of this Lease, the said party of the first part shall then have the right, at his option, to re-enter the premises and annul this lease.

It is further agreed, that in the event the party of the second part continues to occupy said premises after the term herein specified, such occupancy shall operate a renewal of this Lease; and so on after each renewal, unless the party of the first part shall have notified the party of the second part to vacate.

And the party of the second part agrees to keep the water pipes, water closets and other plumbing in as good condition and repair as is required by the sanitary or other laws of the Town of Columbiana, Alabama, natural wear and tear excepted.

And the party of the second part further covenants with the party of the first part that the furniture, goods and effects with which said buildings and premises are to be furnished and provided, shall be owned by V.L. Arthur and G.M. Arthur in their own right and the same shall not be incumbered except as subject, first, to the lien and rights of the party of the first part.

In the event of the employment of an attorney by the party of the first part, on account of the violation of any part of the conditions of this Lease by the party of the second part, the party of the second part hereby agrees that they 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 party of the first part prompt payment of said rents as herein stipulated, or any damage that the party of the first part may suffer, either by failure to pay said rents promptly or to surrender quiet and peaceable possession of said premises, or if there be any violation of any part of this Lease whatever by the party of the second part, the said party of the

second part hereby waives all rights which they may have under the Constitution and Laws of the State of Alabama, or any other State, to have any of the personal property of the party of the second part or any money held by other parties, or owed to party of the second part exempt from levy, sale or other legal process.

IN WITNESS WHEREOF, We have hereunto set our hands and seals in duplicate this 1 day of May, 1950.

V.L. Arthur

G.M. Arthur

E.D. Farr

WITNESSES:

Edward Cole

Charles Callaway

Filed in the office of the Probate Judge the 15th day of May, 1950 at 2 o'clock P.M. and recorded in the Deed Record 142 on page 79 on this the 15th day of May, 1950.

L.C. Walker,

Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

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I hereby certify that
\$ 1.50 Privilege Tax
has been paid on this with-
in instrument as required
by law.

L. C. WALKER,
JUDGE OF PROBATE