#1176

STATE OF ALABAMA

Value 4000

SHELBY COUNTY

THIS INDENTURE, made and entered into this the lh day of December, 1950, be and between E.V.Caldwell, ad "xecutor of the Last Will and Testament of W.W. Caldwell, deceased, and as attorney in fact for the heirs at lawsof the said W.W. Caldwell, deceased, herein designated as the Lesser, and E.J. Hendrix, herein designated as the Lessee,

WITNESSETH, That in consideration of the sum of Eight Hundred and No/100 (\$800.00) Dollars to be paid by the Lessee to the said Lessor on December 31, 1951, and each year thereafter during the contunance of this Lease, for which the said E.J. Hendriz, the Lessee, has given his several promissory notes, payable, as aforesaid, beargin Lessor, even date with this instrument, and said E.V. Caldwell, as such Executor, and attorney in fact, as aforesaid, has granted, demised, leased, and to farm let unto the said E.J. Hendriz, the said Lessee, the plantation, known and styeled as the W.W. Caldwell Farm in the County of Thelby, State of Alabama, described as follows, to wit:

The North Half of Section 15; the North Half of the South Half of Section 15; the South Half of the Southeast Quarter of Section 15, and 10 acres of equal width across the East side of the Southeast Quarter of the Southwest Quarter of Section 15, all in Township 20, Range 2 Last; And all of Fractional Section 22, Township 20, Range 2 East, lying North and East of Coose River, all in Shelby County, Alabama.

TO HAVE AND TO HOLD, said plantation and appurtenances thereunto, unto him, the said E.J. Hendrix, the Lessee, for the term of five (5) years from the 1st day of January, 1951, In case the said rend is not promptly paid when due, then the said E.V. Caldwell, as said Lessor, shall have the power and right to re-enter said premises hereby leased and enjoy the same as if the Lease had not been made.

The said Lessee, E.J. Hendrix, agrees to take said farm for the term above stated, and for the period above stated, and agrees to do and perform the following acts in addition to the payment of the annual rental, as aforesaid, namely:

- (a) To build one five-room dwelling house upon said farm to be located at the selection of the Lessee, and saidand said building to be of material of not less than No. Two (2) common lumber, said dwelling to be sided with asbestos siding, if obtainable, and if not, then by lumber with two coats of paint covering the same, together with a metal or composition shingle roof; the Lessee shall furnish all material, but shall have the right to use any and all hardwood now growing upon said farm necessary to be used in the construction of the said dwelling.
- (b) the Lessee agrees to build, at his own expense, a barn upon said farm of sufficient size and dimensions to take care of the housing of the cattle and the farm products grown thereon, together with the right to use any and all timber, other than pine timber of said farm in the construction of said barn, all at the cost of the Lessee.
- (c) The Lessee is to build fences on said farm and shall have the right to secure from the farm all timber, except pine, which shall be necessary for posts and other wood material in said fence; the said Lessee shall furnish all wire necessary for the construction of said fences, but the Lessee shall have the right, at the expiration of this Le ase, to remove any and all wire placed on said fenceby the Lessee herein, all at the cost of the Lessee herein.

The said Lessor and the said Lessee covenant and ggree further as follows, to wit:

- (1) That the clover on the fifty (50) acres on said farm now sowed in clover shall go to and be the property of the Lessee herein, and the agricultural conservation payment on said acreage in clover, as aforesaid, shall go to and be the property of the Lessor herein; the Lessee is to receive all other agricultural conservation payments on said farm for the year 1951, and through, and during the term of this Lease.
- (2) The right of the Lessee as to the use of timber on said farm is subject to the timber sale contract made by the Lessor herein to the wood Lumber Company of Birmingham, Alabama, wherein all pine timber eight (8) inches and up; eight (8) inches in diameter, from the ground, was conveyed, for a period of three years from the date of said contract; the Lessee shall have a right to cut pine timber, in size and dimensions not conveyed in said above named contract, to be used as hay racks upon said farm.

- (3) The Lessor shall have the right to sell the hardwood and cedar on said lands, and in the event that such sale shall be made, the Lessor shall protect the crops of the Lessee, in the cutting and removing of said hardwood and cedar.
- (4) The Lessee further agrees to keep all tenant houses and the wells used in connection therewith for the tenantson said farm in good and proper repair during the term of this Lease.
- (5) The Lessor agrees to pay all taxes legally assessed against said leased lands during the term of this Lease.
- (6) The Lessor agrees and covenants with the Lessee that he shall quietly enjoy said premises and shall have the right of possession of said farm, regardless of prior rental possession, during the term of this Lease.
- (7) It is further agreed between the Lessor and the Lessee herein, that the Lessee shall have, at the expiration of the terms of this Lease, an option ro renew said rental of said garm upon such conditions and stipulations as may be mutually agreed upon between the Lessor and the Lessee herein.
- (8) Said Lessee agrees to take good care of the premises above described and to deliver up the plantation, as aforesaid, with the appurtenances to the said Lessor, his successors or assign, ordinary wear and tear and damages by fire and obher accidents, withour fault or negligence on the part of the said E.J. Hendrix, the Lessee, excepted; and that said Lessee will pay said rent installments as they mature and perform the other stipulations set forth in this contract.
- (9) It is further agreed that in the event that the said party of the second part fails to keep and perform the agreements contained herein, or upon failure to pay each rent installment as the same falls due, and to perform the other stipulations set forth in this contract, then the said lessor, his successor or assign, shall be authorized and empowered to terminate this Lease forthwith and to demand possession of said plantation and premises, as aforesaid.

IN WITNESS WHEREOF, the Lessor and the Lessee herein have hereunto set their hands sand seals in duplicate, the lu day of Lecember, 1950.

E.V. Caldwell

(Seal)

E.V. Caldwell, as "xecutor of the Estate of W.W. Caldwell, deceased, and Attorney in Fact for the heirs at law of W.W. Caldwell, deceased,

LESSOR

E.J. "endrix,

(Seal)

LESSEE

STATE OF ALABAMA

SHELBY COUNTY

I,Paul O. Luck, a Notary Public, in and for said County, in said State, hereby certify that E.H.HEndrix whose name is signed to the foregoing Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

"iven under my hand, on this the 1st day of January, 1951.

Paul O. Luck, Novary Public Shelby County, Alabama

STATE OF ALABAMA

MADISON COUNTY

I,Blanche E. Hughey, a Notary Public in and for said County, in said State, hereby certify that E.V. Caldwell, whose name, as Executor of the Estate of W.W. Caldwell, deceased, and as Attorney in Fact for the he irs at law of W.W. Caldwell, deceased, Lessor, is signed to the foregoing rental contract, and who is known to me, acknowle dged before me on this day that, being informed of the contents of this Lease, he, in his capacity as such Executor and Attorney in Fact, executed the same voluntarily on the day the same bears date.

iven under my hand, this the 14 day of December, 1950.

Blanche E. Hughey, Notary Public

Madison ounty, Alaba,a

SEAL

Filed in the office of the Probate Judgeon the 1 day of January, 1951, at 2:00 P.M. and recorded in Deed Record 143 on page 371 this the 9th day of January, 1951.

H. 00 Privilege Tax

H. 00 Privilege Tax

With

Pas tean paid on the with

in instrument as required

in instrument as required

by law.

L. C. WALKER,

by law.

L. C. WALKER,

JUDGE OF PROBATE