

LEASE Value \$2400.00

STATE OF ALABAMA

SHELBY COUNTY

#1387

THIS INDENTURE made and entered into on this the 16th day of March, 1949, by and between the undersigned, R.L. Merrill and wife, Willard Merrill, party of the first part, and hereinafter called the Lessors; and W.J. Humphrey, party of the second part, hereinafter called the Lessee,

WITNESSETH: That the party of the first part, hereinafter called the Lessors, have leased, and by these presents, do lease unto the party of the second part, for a term of Five (5) years from the first day of April, 1949, the property hereinafter described, and on the conditions and terms hereof, to wit:

FIRST: That the lease shall commence on the 1st day of April, 1949, and shall terminate on the 1st day of April, 1954, except as herein otherwise provided.

SECOND: That the party of the second part agrees to pay the rent to the party of the first part, on said property, the sum of FOUR HUNDRED EIGHTY & NO/100 (\$480.00) Dollars, annually, for the first year thereof, payable in advance, and the remainder thereof payable in monthly installments of Forty & NO/100 (\$40.00) Dollars per month in advance, payable, respectively, on April 1st, 1950, and on the 1st day of each month thereafter during the period of this lease.

THIRD: That the real estate hereby leased by the party of the first part to the party of the second part is described as follows, to wit:

The West one-third of that tract of land, described as follows, to wit: That part of Lot no. 15 and all of Lot No. 16 and that part of Lot No. 17 in Block 6, according to John H. Dunstan's Survey and Map of the Town of Calera, Alabama, and being the same tract of land known as part of Lot 467 and all of Lot 466, and the East six (6) inches of Lot 465 of Dare's Survey of the Town of Calera, Alabama, and described as follows: Commencing at the Northeast corner of Lot no. 14 in Block 6, of said Dunstan's Survey and run thence in a Westerly direction along the North line of said Block 6, a distance of 78 feet to the point of beginning of the lot herein described and conveyed;

run thence in a Westerly direction and continuing along the North line of said Block No. 6 of said Dunstan's Survey, a distance of 72 feet and 6 inches to the West line of a cement block wall and being a point six (6) inches West of the Northeast corner of Lot No. 17, in said Block 6; run thence South and parallel with the East line of Lot no. 17 of said Block No. 6; a distance of 150 feet; run thence East along the South line of Lots Nos. 17, 16 and 15, a distance of 72 feet and six (6) inches to a point; run thence North and parallel with the East line of said Lot No. 16, a distance of 150 feet to the point of beginning, and all situated in the Town of Calera, Shelby County, Alabama, upon which said one-third of said lands, there is situated an one-story building, being 24 feet wide by 90 feet long.

FOURTH: It is further agreed that the lessee herein shall have the Option to renew said lease at its termination for an additional five (5) years, at and for the same rental, and under the same terms set forth herein; should the lessee elect to renew said lease at its termination, as provided for above, notice shall be given by the lessee to the lessor, or to his heirs and assigns, in writing, for not less than sixty days prior to the termination of this lease.

FIFTH: The lessee agrees to keep said building in reasonably good repair, and to make such repairs to the glass front doors, and the repairs to the roof thereon as will be necessary during the term, or terms of this lease; said lessee further agrees to surrender said premises at the expiration of this lease in good condition as at the commencement of said lease, natural wear and tear excepted, and the said lessee shall pay the rental herein set forth above as the same matures.

SIXTH: It is further agreed and understood between the lessors and the lessee herein that the lessee shall have the right to install such lights, fixtures, equipment as is necessary and proper for the operation of his business in said building, and that upon the termination of this lease, the party of the second part shall have the right to remove all fixtures and machinery, and equipment which the party of the second part has placed therein and thereto during the term or terms of said lease, provided the same shall be removed with care and in such manner as not to unreasonably damage said building or premises.

SEVENTH: The Lessors, their heirs, or assigns, covenant and agree with the Lessee, that the Lessee shall enjoy the free use and undisputed use of said premises during the term of said lease, or the renewal thereof, free from the adverse claims of any person, or persons.

EIGHTH: It is further agreed that in the event that said building shall be destroyed, or rendered unfit for use by fire, or other casualty during the term of said lease, then this lease shall thereupon terminate, and the lessee shall not be required to pay rent of the remaining term thereof.

NINTH: It is further agreed that in the event that the said party of the second part fails to perform the terms of this agreement, or upon his failure to pay said rent installments as the same fall due, or within ten days thereafter, then the said party of the first part shall at his option, be authorized and empowered to terminate this lease, and demand possession and the payment of all rent then due and unpaid.

IN WITNESS WHEREOF, the said parties hereto have set their hands and seals in duplicate, on this the 16th day of March, 1949.

Signed in the presence of:

Jane Warren

R.L. Merrell (Seal)

Willard Merrell (Seal)

Parties of the First Part

W.J. Humphrey (Seal)

Party of the Second part

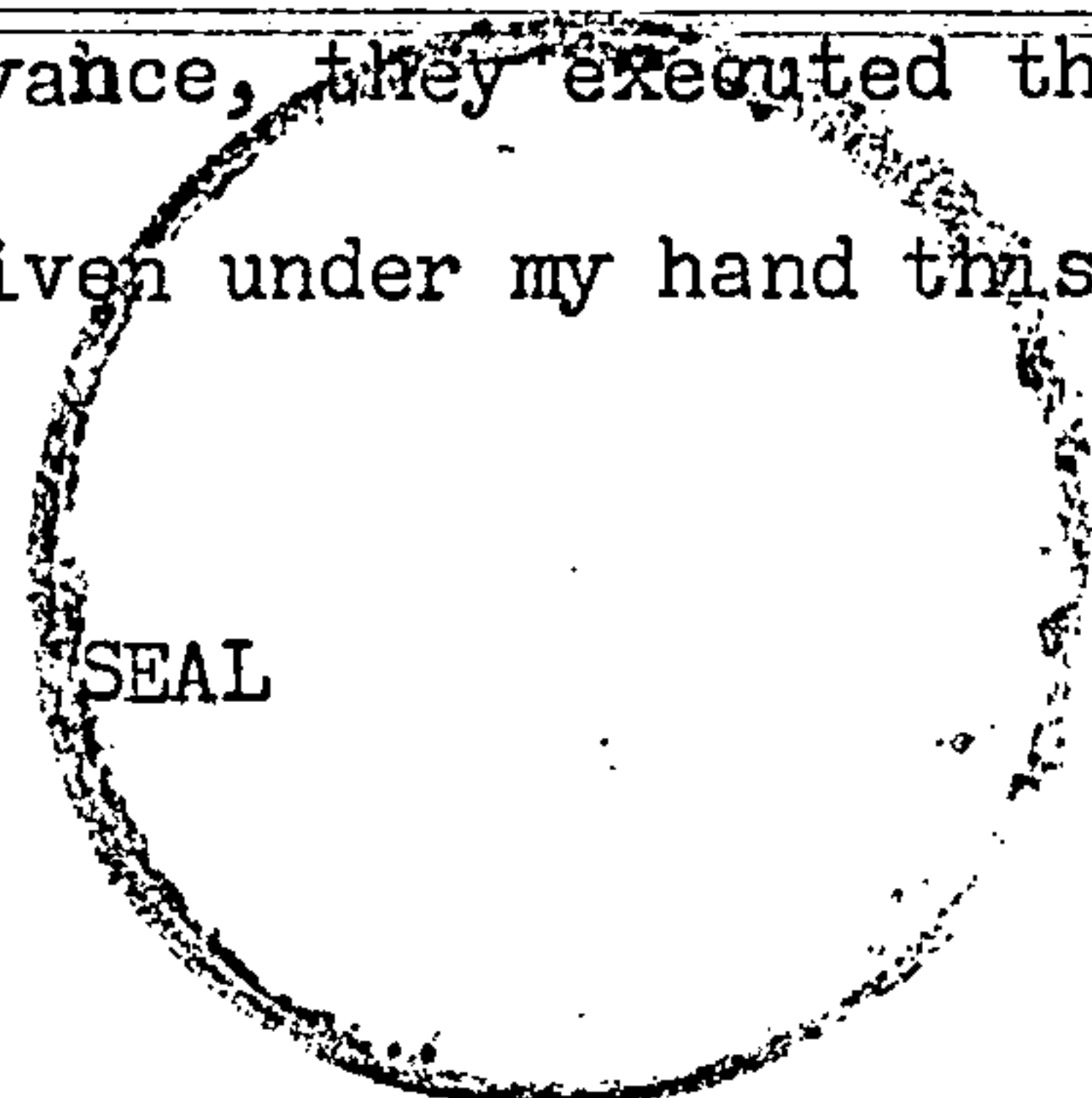
STATE OF ALABAMA

SHELBY COUNTY

I, Julius S. Pilgreen Jr., a Notary Public, in and for said County, in said State, hereby certify that R.L. Merrell and wife, Willard Merrell and W.J. Humphrey, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this

conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 16th day of March, 1949.



Julius S. Pilgreen Jr.

Notary Public, Shelby County

Alabama

Filed in the office of the Probate Judge on the 22 day of January, 1951 at 10:00 A.M. and recorded in Deed Record 143 on page 480 this the 24th day of January, 1951.

L.C. Walker

Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ 2.50 P. & G. Tax
has been paid to the
in the amount as required
by law.

L. C. WALKER,
JUDGE OF PROBATE