19/

STATE OF ALABAMA

SHELBY COUNTY

E.R. Sharbutt and Delia Sharbutt of Shelby, Route 1, Alabama, hereinafter referred to as Lessors, for and in consideration of the payment of One Hunared Fifty and no/100 (\$150.00) Dollars, receipt of which is hereby acknowledged, by A.H. Case and Annie Mae Case, who are hereinafter referred to as Lessees, do hereby lease the hereinafter described property to the said Lesseess in accordance with the terms and provisions herein containeds

1. Lessors hereby lease to said Lessees a small tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 12, Township 24, Range 15 East, more particularly described as follows:

Begin at the Northeast corner of said forty and go thence in a Southerly direction along the east line of said forty, a distance of fifty feet, go thence in a westerly direction perpendicular to the east boundary of said forty a distance of seventy-five feet, go thence in a northerly direction and parallel with the east line of saidforty a distance of fifty feet to the north line of said forty, go thence in an easterly direction along the north line of said forty, seventy five feet to the point of beginning.

Said land being situated in Shelby County, Alabama.

- 2. Said premises, by the terms hereof, are leased to said Lessees for a period of ten years from date.
- 3. The agreed rental for said lease shall be Fifteen and no/100 (\$15.00) Dollars a year, all of which has been paid as indicated above.

4. During the term hereof Lessors agree to pay all taxes assessed against said property; however, it is understood that in the event taxes assessed against said property shall be increased as a proximate result of the erection of any improvements by the Lessees on said leased premises then Lessees agree to pay, when the same shall become due, to the Lessors any such tax increase as aforesaid.

5. An old unimproved dirt road passes along the east edge of said leased premises and goes upon and over other properties owned by the Lessors to connect up with a public road to the south of said leased premises. Lessors, for themselves, their heirs, administrators, executors, and assigns, for and in consideration of the above mentioned sum, grant to Lessees and their assigns the right to use said dirt road over their premises to gain access to said leased premises, during the term hereof.

6. It is the intention of the Lessees to erect a cabin on said property and Lessors agree that Lessees may cut or use any trees situated on the said leased premises.

7. Lessees hereby agree that they shall not assign or sub-lease any rights hereunder during the terms hereof without first obtaining the written permission of the Lessors, their heirs or assigns, which written permission among other things shall indicate approval of any person, or persons, who may seek to sub-lease said premises. It is expressly understood that in addition to the above agreement that the Lessees shall have no right to assign any rights hereunto to any person, or persons, who are disapproved by Lessors.

8. At the termination of this lease all title to all improvements made on said leased premises by Lessees shall revert to Lessors; however, Lessors hereby agree that the Lessees shall have the right to re-lease said premises on an annual basis at a reasonable rental rate to be agreed upon at the conclusion of the term hereof. Lessees agree to give to Lessors written notice on any intention to re-lease said premises in accordance with the terms above mentioned prior to the expiration of this lease.

Lessors hereby conveyant with Lessees that they have a good and legal right to enter into this agreement and that there are no prior liens or encumbrances superior to this lease.

Executed in duplication this the 22nd day of February, 1951.

E.R. Sharbutt

Delia Sharbutt

LESSORS

A.H. Case

Annie Mae Case

THE STATE OF ALABAMA

SHELBY COUNTY

I, Conrad M. Fowler, a Notary Public State at Large, in and for said County, in said State, hereby certify that E.R. Sharbutt and wife, Delia Sharbutt, 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 22nd day of February, 1951.

Conrad M. Fowler

Notary Public State at Large

THE STATE OF ALABAMA

SHELBY COUNTY

I, Conrad M. Fowler, a Notary Public St ate at Large, in and for said County, in said State, hereby certify that on the 22nd day of February, 1951. came before me the within named Delia Sharbutt, known to me (or made known to me) to be the wife of the within named E.R. Sharbutt, who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraint or threats on the part of the husband.

In Witness Whereof, I hereunto set my hand this the 22nd day of bruary, 1951.

Conrad M. Fowler

Notary Public State at Large

Filed in the office of the Probate Judge on the 22 day of February, 1951 at 4:00 P.M. and recorded in Deed Record 145 on page 107 this the 6th day of March, 1951.

STATE OF ALABAMA
SHEEBY COUNTY

I hereby callify that
Privilege Tax

has been paid on the with-

has been paid on the within instrument as required by law.

L. C. WALKER, JUDGE OF PROBATE L.C. Walker

Judge of Probate