#2669

STATE OF ALABAMA

JEFFERSON COUNTY

THIS LEASE, made this 24th day of March, 1951 by and between A.V. Glasscock (party of the first part, hereinafter called "Lessor"), L.L. Anthony and W.E. Davis (party of the second part, hereinafter called "Lessee")

WITNESSETH: That the LESSOR does hereby lease and rent unto the LESSEE the following described premises, in viz: Lot ______ Beging a parcel of land 50 feet by 150 feet on Spring Creek and the Coosa River in Shelby County, Ala. improved with a three room cabin, for occupation and use as Camp and Cabin for and during the term of Twelve Years from the 22nd day of March, 1951 to the 22nd day of March, 1963.

IN CONSIDERATION WHEREOF, the LESSEE agrees to pay to said Agents for said LESSOR, at their office, in FAIRFIELD, Alabama, on the First day of each current month of said term, in advance, as rent for the premises herein leased, the sum of

Dollars per month being at the rate of

Dollars per annum.

It is agreed and understood that the rent has already been paid to March 22nd, 1953 receipt of which is hereby acknowledged. The rent for a ten year period from March 22, 1953 to March 22nd, 1963 is to be \$100.00 which is paid in cash, receipt for which is hereby acknowledged. It is further agreed and understood that L.L. Anthony and W.E. Davis are joint tenants, with right of survivorship, their heirs and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed by terminated during the joint lives of the grantees herein) in the ettent one grantee herein survivess the other, the entire interest in fee simple shall pass to the surviving grantee, and if one grantee does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVEMANTS:

1. The Lessor covenants to keep the Lessee in possession of said premises during said term, provided, however, that the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession thereof unless such failure or inability be due solely to the acts of the Lessor.

Nothing herein contained shall be construed as a warranty that said premises are in good condition or fit or suitable for the use and purposes for which they are hereby let.

The Lessor shall not be required to make any repairs or do any work on or about said premises, or

any part thereof, or on any premises connected therewith, but not hereby leased, unless and only to the extent hereinafter set out. However, the Lessee hereby gives the Lessor, or said agents, the right to enter said premises at any reasonable hour to make such repairs and to do such work on or about said premises as Lessor may be lawfully required to make, or deem necessary. The Lessee hereby gives the Lessor, or said agents, the right to visit and Inspect said premises at all reasonable times and to show said premises to prospective tenants or purchasers, and to display "For Rent" and "For Pale" signs on or about said premises at any time.

The Lessee herein agrees not to make any alterations in said building or premises, or on or about any premises connected therewith, but not hereby leased, mor to paint upon or attached any signs, wires, or other material, other structure, apparatus or radio antennae without the written consent of the Lessor, or said Agents.

The Lesses further agreed with the Lessor, That light housekeeping shall not be permitted or suffered in said premises and that only the kitchen shall be used for cooking without the written consent of said Lessor or his agents, that the Lessee will repace all glass broken and keys lost or braken, if and when broken and lost, will pay far all bills for water, gan and electricity, used on or about said premises; to take good care of said premises, commit no waste of property or permit same to be cone, and to keep in good condition all water closets, lavatories, fixtures and other plumbing and all electrical wires and fixtures, and to clear all sewers that may become stopped; that Lessee will promptly repair and make good all injury or damage to said premises caused by the Lessee, members of Lessee's family, or any other person or presons on or about said premises, and that failing so to do the Lessor, by giving five days notice to the Lessee, may repair and make good the same at the cost of the Lessee, and such cost shall be considered as additional rent for said premises, secured by landlord's lien, and that the Lessor; that the Lessor on the first day of the month following the month in which the same were incurred by the Lessor; that the Lessor shall have alien upon all goods, furniture and effect and fixtures, of the Lesseonsaid premises, or to be placed thereon during said term, for the rent for the full term hereof and for any other amounts owing or accruing hereunder, in addition to the statutory landlord's liene

In the event the "ess fails to pay any one or more of said installments of rent, or any other amount owing or accuring, hereunders as and when due, or if the Lessee removes, or attempts to remove, or permits to be removed from said premises, without the written consent of the "essor or his agents, any of the goods, furnitures, effects or other property of the Lessee brough thereon, without first paying in full all rent herein reserved for the entire term, or if an execution or other legal process is levied upon said goods and chattels, or upon the interest of the Lessee in this lease, or if a petition in bankruptcy is filed by or against Lessee, or an assignment for the benefit of creditors is made by Lessee, or if a receiver of Lessee's property is appointed, or if the Lessee uses or permitsany part of the premises to be used for any immoral, illegal or purpose prohibited by State, County, City of Cederal Laws, of if Lessee uses or permits the same to be used for any other purpose than for which the premises are hereby let, or if the "essee vacates before the expiration of said term without the written consent of the Lessor or his agents, or if the Lessee fails to allow Lessor, or Agents, to show said premises, or if Lessee violates any of the other terms, conditions or covenant herein contained, then, and upon the happenings of any one or more or said events, Lessor or his agents may, at their option, mature and made due and payable, all rent reserved herein, immediately upon giving written notice to said Lessee. The Lessor or his agents may, whether the above option is exercised or not, terminate this lease upon the happening s of any one ormore of the above events, and may upon giving twenty four hours written notice to Lessee terminate this lease, re enter, take possession and re-let said premises. They said rights of the Lessor or his agents to mature said rents and to terminate this lease, as above provided, shall be and remain in full force and effect continuously after the happenings of any or more of said events, and the failure of Lessor or his agents to exercise said rights, or either of them, shall not be deemed a waiver or relinquishment thereof. No re-entry hereunder shall bar the recovery of rent or damages for breach of any of the term, conditions or covenants on the part of the Lessee herein contained, The receipt of rent after breach or condition broken shall not be deemed a waiver of forfeiture or a waiver of the right of the Lessor or his agents to terminate said lease, to re-enter or re-let said premises.

If the Lessee vacates said premises before the expiration of said term without the written consent of the Lessor or his agents, the Lessor or his agents may re-enter, and re-let same, from time to time, without notice to the Lessee, as the Agent of Lessee, and such re-entry and re-letting shall not discharge the Lessee from any liability for rent nor from any of the terms, condition, or covenants of this lease; and the Lessee shall make good to the Lessor the difference, if any, between total as provided in the within contract and the total rental collected and remitted from such sub-tenant or tenants.

Lessor may terminate this lease upon the expiration or termination of any terms for which Lessor or his agents may re-let the same as Agent of the Lessee, by giving two days notice therefor to the Lessee in writing.

The Lessee shall not under-lease, sub-let or sub-rent saidpremises, or any part thereof, or transfer or assign within lease, without the written consent of the Lessor or his agents. Each transfer and assignment and each sub-letting or renting of said premises, unless the written consent of the Lessor or his agents be first obtained, shall be and is mull add void, at the option of the Lessor or his agents. It is expressly understood and agreed that the Lessee is not released from any liability for rent or from any of the conditions and governants of the within contract when so transferred.

rendered entirely unfit or incapable of being used for the purposes for which the same is hereby let, by fire or other casualty, beyond the control of the Lessee, Lessee's family or other occupants of within leased premises, or in the event said building should be condemned and the Lessor or his agents be forced to bear down and remove said building by the State, County and City authorities, and the liability of the Lessee for the rents thereafter accruing hereunder shall cease upon the happening of either or said events and such condemnation by said authorities, destruction or injury shall operate as a chacellation of this lease and Lessee shall thereupon at once give up possession without further notice from Lessor or Agents, surrender possession of said premises to the Lessor or his agents, and rent shall be payable only to the time of said surrender.

If said premises are so injured by fire, rain, wind or earthquake, as to render the partially untenantable or partially unfit for the use or purpose for which the same are hereby let, and are repairable within a reasonable time after written notice of said injury is given by bessee to the bessor or his gents, then, and in any of those events, the bessor or gents may repair the same within said time, and the rent during said time shall be reduced in the proportion that said premises in said untenantable or unfit condition bears to said premises in their condition before said injury, provided, however, that in the event bessor or his agents fail to commence said repairs within thirty days after bessee shall notify bessor or his agents, of such injury, this lease may be terminated by bessee by written notice at any time after the expiration of said thirty days, and before said repairs are commenced by bessor or his agent.

It is expressly understood and agreed that the Lessor or his agents are in no wise responsible for any damage that may accrue caused by repairing, restoring, or rebuilding said premises as above provided; nor dhall the Lessor or his agents be liable for any damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of any pipes, toilets, plumbing, electric wires, or fixtures, gas pipes, fixtures, apparatus, or connections, or any of them, or caused by or growing out of any defencts in said premises, or any part thereof, of by fire, wind, raing, or other cause, or during the repairing, alteration, or construction thereof.

The Lessee further agrees that upon the termination or expiration of the within lease, to surrender quiet and peaceable possession of said premises in the like good order as at the commencement of said term, and notice so to do is hereby waived. It is further understood and agreed that if the Lessee shall continue in possession of any part of said premises after the exciration of the aforesaid term, without the written consent of Lessor or his agents, then this lease, at the option of the Lessor or his agents, shall continue in full force until the next succeeding September thirtieth, with all conditions, covenants and terms herein set forth, except that any written notice addressed to him in care of the prmises herein leased or left on leased premises shall be lgal notice the same as if personally served.

The Lessee agrees to pay the Lessor or his agents a reasonable attorney's fee in the event of the eimployment of an attorney to collect any rents, damages, or amounts that may become due by the Lessee under the within contract, or to file and prosecute a suit against Lessee or one holding under the Lease for unlawfully withholding possession of said premises, or to ptotect the interest of the ressor in the event the Lessee is adjudged a bankrupt or legal process is levied upon the goods and chattels of the Lessee in or upon said premises, or because of the violattion of any of the terms, conditions or covenants on the part of the Lessee herein contained. In order to further secure prompt payment of said rents, or any other amounts, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions, and covenants on the part of said Less herein contained, and all damages and costs that the Lesser or his agents may sustain by reason of the violation of said terms, conditions or covenants, or any of them, the Lessee does hereby waive any and all rights to claim or have any personal property of the Lessee exempt from levy or other legal process under the Constitution and Laws of the State of Alabama or any other "tate of the United States."

Should this lease carry a penalty clause, for payment of the rent, the agent is to receive one-half of the amount collected under said penalty.

Witness the signature, and seals of the parties, in duplicate on the day and year first above written.

A.V. Glasscock L.S.

Lessor

Mrs. L.F. Ranson

Walter E. Davis L.S.

(Tenant Sign above) Lessee

L.L. Anthony Lessee

Filed in the office of the Probate Judge on the 12 day of April, 1951 at 1:00 P.M. and recorded in Teed Record 145 on page 339 this the 5 day of May, 1951.

L.C. Walker, Judge of Probate

STATE OF ALABAMA.
SHELBY COUNTY

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by law.

L. C. WALKEN,

INDEE OF THUSANT