#2905

STATE OF ALABAMA

COUNTY

This lease, made 1st day of Sept. 1948, by and between Floyd E. Benton, party of the first part, hereinafter called the Lessor, by agent, and Joe Kimbrel, party of the second part, hereinafter called the Lessee:

WITNESSETH: That the Lessor does hereby rent and lease unto the Lessee the following premises in the viz: South half (S_2^1) of the South East Quarter (SE_4^1) of Section (8) Eight, Township (21) Twenty One Range (4) Four West. And the East half (E_2^1) of the North West Quarter (NW_4^1) of Section (17) Seventeen, Township (21) Twenty One, Range (4) Four West, containing in all 160 acres, Shelby Co. for occupation by him as dwelling and not otherwise, for and during the term of 10 years to wit: from the 1st day of Sept. 1948 to the 1st day of Sept. 1958 and covenant to keep the Lessee in possession of the premises during said term.

IN CONSIDERATION WHEREOF, The Lessee agrees to pay the Lessor at the office of said Agent, \$1.00 for the same, \$1.00 on 1st day of Sept. 1948 in advance, being at the rate of \$1.00 per annum. Should the Lessee fail to pay the rents as they becomedue, as aforesaid, or violate any other condition of this lease, the Lessor shall then have the right at his option, to re-enter thepremises and annul this lease, and in order to entitle the Lessor to re-enter, it shall not be necessary to give notice of the rents becoming due ar unpaid, or to make any demand for the same, the execution of this lease, signed by the Lessee, which execution is hereby acknowledged, being sufficient notice of the rents being dubbanded sthesdemand of or the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding; and the Lessee agrees to comply with all the city laws in regard to nuisance, in so far as the building and premises hereby leased are concerned, and by no act render the Lessor liable therefor; to replace all glass broken; to replace all keys lost or broken; to pay all bils for water used on the premises during this lease; to keep all electric apparatus in order; to permit no waste of the property, or allow same to be done, but to take good care of same; not to underlease said property, nor transfer or assign this lease without the written consent of the Lessor herein endorsed; and this lease being terminated, to surrender quiet and peaceable possession of said premises in like good order as at commencement of said term, natural wear and tear excepted.

It is further understood and agreed that the Lessor shall not be required to do any repairs upon the building herein leased, unless do stipulated and agreed upon in writing at the commencement of this lease, nor is the Lessor liable for any breakage, or getting out of order of any of the water pipes, or water closets or other plumbing, but on the contrary the Lessee shall keep the same in such repair as is required by the sanitary or other laws of the City of natural wear and tear excepted.

It is further understood and agreed that the Lessor shall not be liable for any damage which may accrue on account of any defect in said buildings or premises, or from rain, wind or other causes. And Lessor reserves the right to show and advertise the premises herein leased for sale during the term of this lease, and to place "For Rent" or Sale" cards on said building or premises and to show same sixty days prior to the expiration of this lease.

It is further understood and agreed that the "essor reserves the right to make any repairs that may be deemed necessary during the term of this lease.

And the Lessee further covenants with the Lessor that the furniture, goods and effects with which said building and premises are to be furnished and provided shall be owned by in his own right, and the same shall not be encumbered except as subject m first, to lien and right of the Lessor.

In the event of the employment of an attorney by the Lessor, on account of violation of any of the conditions of this lease by the Lessee, the Lessee hereby agrees that—shall be taxed with said attorne y's fees. And as a part of the consideration of this lease, and for the purpose of securing to the Lessor prompt payments of said rents as herein stipulated, or any damage that the Lessor may suffer, either by failure to surrender quiet and peaceable possession of said premises as aforesaid, or for any damage whatever which may be awarded said essor under this contract, the said Lessee hereby waives all right which me may have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the Lessee exempt from levy or sale, or other legal process.

It is hereby further agreed that if the Lessee shall continue on said premises, or any part thereof, after the termination of this contract, then this contract shall continue in full force under all the terms, conditions and covenants hereinafter set outo

IN TESTIMONY WHEREOF, We have hereunto set our hands and seals this day of 19 .

his

Witnesses:

Joe X Kimbrel mark

her

Mack Antinora

Rose E. Kimbrel X mark

(Seal)

Angelo Antinora Jr.

Filed in the office of the Probate Judge on the 4 day of May, 1951 at 10:0 A.M. and recorded in Deed Record 145 on page 429 this the 25 day of May, 1951.

L.C. Walker

STATE OF ALABAMA SHELBY COUNTY

lereby certify that \$ Privilege Tax has been paid on the within instrument as required by law.

L. C. WALKER, JUDGE OF PROBATE

Judge of Frobate