

#4128

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STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, the undersigned authority in and for said County in said State, personally appeared the undersigned Needham A. Graham, Jr., who, being by me duly sworn, says that he is an Attorney at Law, residing at Birmingham, Alabama, and has represented Mrs. Annie Lee O'Neal of Calera, Alabama, as her Attorney and Agent for many years; that he represented her in the matter of the lease made by her, as Lessor, to Stone Products Corporation, a corporation, of the lands described as the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 8; the W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 17; and the NE $\frac{1}{4}$, the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, and W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 18; all in Township 19, Range 2, East, situated in Shelby County, Alabama, comprising approximately 400. acres, which lease was dated the 24th day of February, 1942, and is recorded in Record of Deeds, Volume 113 page 153, in the office of the Judge of Probate of Shelby County, Alabama; that he has looked after said lands for Mrs. O'Neal ever since she has owned the same, and as her attorney and agent collected for her all rents that were ever paid by said Stone Products Corporation under said lease; that said Stone Products Corporation paid the instalments of minimum monthly rent of \$150.00 for each of the Eleven months from February, 1941 to November, 1941, both inclusive, but has never paid any rents or royalties becoming due after November, 1941; that the last payment made by said Stone Products Corporation under said lease was a payment of \$300.00 on December 15, 1941, which was for the two installments of rent of \$150.00 each which had become due on the first days of October, 1941, and November, 1941, respectively; that said Stone Products Corporation never constructed or caused to be constructed a railroad spur track extending from said lands to connect with the main line of the Central of Georgia Railway or the Atlanta, Birmingham & Coast Railroad, or with either of said railroads, as it had obligated itself to do; that said Stone Products Corporation never paid the ad valorem taxes on said lands for the tax

year beginning October 1, 1940, and has never paid the ad valorem taxes on said lands for any year, and Mrs. Annie Lee O'Neal has paid all taxes on said lands for each and every year since she has owned them; that said Stone Products Corporation never quarried any lime stone from said lands; that on the 16th day of December, 1942, affiant, as attorney for the said Mrs. Annie Lee O'Neal, and at her request and direction, wrote a letter to said Stone Products Corporation and sent it by United States Registered mail addressed to said Stone Products Corporation, c/o Mr. Harry Gordon, President, Columbiana, Alabama; of which letter the following is a copy:

"Stone Products Corporation
c/o Mr. Harry Gordon, President
Columbiana, Alabama

Birmingham, Alabama
December 16, 1942

Gentlemen:

You are now twelve months in arrears in the payment of rents for the lands leased to you by me by a written lease and agreement dated February 3, 1940, which lands are described as follows:

The Southwest quarter of Southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section 8, the West half of Northwest quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section 17, the Northeast quarter (NE $\frac{1}{4}$) of Section 18, the Northeast quarter of Northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 18, and the West half of Northwest quarter (W $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section 18, all in Township 19, Range 2, East, in Shelby County, Alabama.

You are also in default under said lease in the payment of taxes on said lands, which taxes for the year 1941 amounted to \$31.50, and which, not being paid by you, were paid by me and have not been repaid by you to me.

The total amount of rents now owing by you to me under said lease as amended is \$1800.00 in addition to said \$31.50 for taxes paid by me.

Through my attorneys, I have sent you several statements of such past due rents, and wrote you on June 12, 1942, and also on September 18, 1942, regarding same, calling your attention to the provisions of the lease as amended giving me the right, at my option, to terminate the said lease because of such defaults, and, without waiving such defaults, and giving you an opportunity to pay such past due rents and avoid a forfeiture, cancellation and termination of such lease.

I feel that I have given you ample time and opportunity to make good such defaults, and, as you have not done so, I hereby notify you that I have elected to terminate, and do hereby terminate, your said lease and all your rights thereunder, and you are hereby notified to quit and deliver up possession of the said lands to

me within ten days of this date.

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Please also return to me the abstract of title to said lands.

Yours very truly,

/s/ Annie Lee O'Neal
Annie Lee O'Neal

By /s/ Needham A. Graham, Jr.
Her Attorney.

NAG:FG

that said Stone Products Corporation has never had any possession of said lands, or of any part thereof, or exercised or attempted to exercise, any right of possession, or done or caused to be done any acts of possession thereof, since the said letter was written to it, and said lease declared forfeited and terminated, and the said Mrs. Annie Lee O'Neal has been in the sole and exclusive possession of said lands continuously since that time and is now in such possession.

This affidavit is made, and will be recorded in the office of the Judge of Probate of Shelby County, for the purpose of placing of record evidence of the forfeiture and termination of said lease.

Needham A. Graham, Jr.

Subscribed and Sworn to
before me this 27th day
of July, 1951.

Dorothy Bourne
Notary Public

Filed in the office of the Probate Judge on the 30 day of July 1951 at 8 o'clock PM.
and recorded in Deed Book 147 Page 322 this 30 day of July 1951.
Deed Tax Mortgage Tax has been paid.

L.C. Walker, Judge of Probate