

STATE OF ALABAMA)

SHELBY COUNTY)

This Lease, made this 7 day of August 1951 1951, by and between W. J. Humphrey, party of the first part, and O. O. Lee, party of the second part.

WITNESSETH, That the party of the first part does hereby rent and lease unto the party of the second part the following premises in the Town of Calera, Alabama, described as follows, to-wit:

A part of a frame building in the Town of Calera, Alabama known as the Brand Building and said part being presently operated as the Calera Fruit Stand, together with all equipment, appliances and fixtures in said part of said building,

for occupation by O. O. Lee for and during the term of two years, to-wit, from the 7th day of August, 1951, to the 7th day of August, 1953, and covenants to keep the party of the second part in possession of the premises during said term; provided, the party of the second part shall comply fully with all the requirements of this Lease.

IN CONSIDERATION WHEREOF, The party of the second part agrees to pay the party of the first part for the same \$30.00 on the first day of each month in advance, payable at the Central State Bank of Calera by deposit to the account of W. J. Humphrey, and should the party of the second part fail to pay the rents as they become due as aforesaid, or violate any other condition of this Lease, the said party of the first part shall then have the right at his option to re-enter the premises and annul this Lease.

It is further agreed that the party of the second part is to keep the equipment, appliances, fixtures, water pipes and plumbing in good repair and at the termination of this lease to turn over to party of the first part said premises in as good condition as when acquired, natural wear and tear excepted.

It is further agreed that the party of the second part shall not sublease the premises herein described except by the written consent of the party of the first part.

Party of the first part agrees that should he at any time desire to sell his rights in and to these leased premises that he hereby agrees to give party of the second part refusal on said purchase.

It is mutually agreed and understood that party of the second part shall not remove any of the equipment, appliances or fixtures from the leased premises.

In the event of the employment of an attorney by the party of the first part, on account of the violation of any part of the conditions of this Lease by the party of the second part, the party of the second part hereby agrees that he shall be taxed with said attorney's fee and all other costs of collection. And as a part of the consideration of this Lease, and for the purpose of securing to the party of the first part prompt payment of said rents as herein stipulated, or any damage that the party of the first part may suffer, either by failure to pay said rents promptly or to surrender quiet and peaceable possession of said premises, or if there be any violation of any part of this Lease whatever by the party of the second part, the said party of the second part hereby waives all rights which he may have under the Constitution and Laws of the State of Alabama, or any other State, to have any of the personal property of the party of the second part or any money held by other parties, or owed to party of the second part exempt from levy, sale or other legal process.

IN WITNESS WHEREOF, We have hereunto set our hands and seals in duplicate this 7 day of August, 1951.

W. J. Humphrey
O. D. Lee

WITNESSES:

Robert C. Lucas
for B. B. [unclear]

In order to secure the prompt payment of the rents in the above lease agreement and to assure the said W. J. Humphrey that the appliances, fixtures and equipment shall be properly cared for, the undersigned, in consideration of One and No/100 Dollars, in hand paid by W. J. Humphrey, the receipt whereof is hereby acknowledged, we, the undersigned, hereby agree to indemnify, and do by these presents agree to indemnify said W. J. Humphrey from any loss by reason of loss of rent, destruction, loss or damage of any equipment, fixtures or appliances under the provisions of the above lease.

WITNESSES:

Mr. O. D. Lee

