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STATE OF ALABAMA)

SHELBY COUNTY)

BOOK 160 PAGE 461

This lease made and entered into this 28th day of April, 1953, by and between Rose Kaplan, hereinafter called lessor, and J. D. Falkner and Lorene Falkner, hereinafter called lessee, witnesseth that the lessor does hereby rent and lease unto the lessee the following premises in the Town of Columbiana, Alabama, described as follows, to-wit:

Beginning at the Northwest corner of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 25, Township 21, Range 1 West; thence run South along the West boundary of said Section 25, a distance of 264 feet to the North line of East College Street, said point being the front corner between the property of Frank Norris and the property of Willie S. Lokey; thence South 61 deg. and 30 min. West 269.0 feet to a point; thence run South 86 deg. and 30 min. West 224.15 feet to a point on the West line of Main Street and 3 feet South of the North line of West College Street; thence run North along the West line of Main Street a distance of 58.5 feet to the beginning point; being a point at the center of the wall between the building now occupied by Sumter Farm and Stock Company, incorporated and the building now occupied by Robert Kaplan, doing business as Eagles' Store; thence continue North along the West line of Main Street a distance of 26.5 feet, more or less, to the Se corner of the Shelby County Court House lot; thence run West along the South line of said County Court House lot 93 feet to a point; thence run South, and parallel with the West line of Main Street 26.5 feet to a point; thence run East and along the center of said wall between the Sumter Farm and Stock Company, incorporated and Robert Kaplan, doing business as Eagle's Store a distance of 93 feet to the point of beginning; being a lot fronting 26.5 feet on the West side of Main Street and running back 93 feet of uniform width.

for occupation by lessee as a business establishment for and during the term of FIVE years, to-wit, from the 1st day of MAY, 1953, to the 1st day of MAY, 1958, and covenants to keep the lessee in possession of the premises during said term provided said lessee fully complies with the requirements of this lease.

In consideration whereof, the lessee agrees to pay lessor for the same the sum of SIXTY AND NO/100 DOLLARS on the 1st day of each month in advance.

Parties further agree that should the lessee fail to pay the rents as they become due or within 10 days thereafter, then the lessor shall have the right at her option to re-enter the premises and annul this lease. Parties further agree that lessee shall have the option to purchase herein above described real estate during the pendency of this lease on the following terms and conditions:

(1) By assuming the balance due under that certain mortgage executed by Rose Kaplan and husband, Robert Kaplan to Harry Gordon and Henry Johnson,

dated December 5, 1947, and recorded in the Probate Office of Shelby County, Alabama, in Mortgage Book 202, page 213, and (2) pay to lessor the amount of her accrued equity in said premises as of the date said option is exercised.

Lessor covenants that should lessee elect to exercise this option during the pendency of this lease and complies fully with the conditions hereinbefore stated, she will execute to lessee a warranty deed conveying to ~~him~~ ^{them} good and merchantable title to such hereinabove described real property.

WITNESS our hands and seals in duplicate this 28th day of April, 1953.

WITNESSES:

<u><i>Charles C. Crum</i></u>	<u><i>Race Kaplan</i></u> (SEAL)
	Lessor
<u><i>Charles C. Crum</i></u>	<u><i>J. L. Falkner</i></u> (SEAL)
<u><i>Charles C. Crum</i></u>	<u><i>Louise Falkner</i></u> (SEAL)
	Lessee