

**UNION SPECIAL MACHINE COMPANY
LEASE**

BOOK 104 PAGE 11

THIS AGREEMENT, Made between UNION SPECIAL MACHINE COMPANY, a corporation (hereafter called Company) through its office, located at 835 Spring Street, N. W., Atlanta, Georgia and Southland Fashions

(hereinafter called Lessee) now doing business at No. Vincent, Alabama

WITNESSETH That

(1) The Company does hereby let and lease to the Lessee, the following described property, to-wit:

ARTICLES					ARTICLES (continued)				
Quan.	STYLE	Serial No.	PRICE	AMOUNT	Quan.	STYLE	Serial No.	PRICE	AMOUNT
1	52900 BH-5-8	# 534524			1	21233 AZ			
1	28707 BV-25	# M-7789816			1	21697 AA			
1	21233 P				1	21262 H-360			
1	21371 NJ-48				4	21371 JT			
1	21377 AR								
1	21371 NK								
1	29480 AA								
1	21371 Q								

(2) The Lessee covenants and agrees:

(a) To pay as rent and compensation for the use of said property, the sum of ~~*****(\$198.77)**~~ One Hundred Ninety-eight and 77/100***** Dollars, upon the delivery of this Agreement, as payment of the rent of the first month only, and then at the rate of ~~*****(\$79.21)*****~~ Seventy-nine and 21/100***** Dollars per month payable in advance on the 7th day of each and every month thereafter, at the aforesaid office of the Company without demand or notice;

(b) That the value of the property is as hereinabove noted, and that all of said property has been received in good order and repair.

(c) To use said property with care and to keep the same in good order and repair.

(d) That if the Lessee shall make default in any of said payments, or any part thereof, or in any covenant or agreement herein contained, or if the Lessee shall sell, offer to sell, secrete, pledge, mortgage, store, lease, or remove the said property from the aforesaid place of business, or shall become bankrupt, or make an assignment for the benefit of creditors, or shall become insolvent, or shall permit or attempt to do any of the aforesaid acts or things, or if said property should be levied upon or attached or come into the possession of any other person without the written consent of the Company first had and obtained, or if the Company should deem itself insecure, then, or in any of the said events, the Lessee will forthwith return and deliver the said property to the said Company without legal process or demand, in good order and repair, and the Lessee does hereby authorize and empower the said Company and its agents to enter any premises where said property may be, and take and carry the same away without legal process, hereby waiving any and all action for trespass or damages and hereby waiving all rights under residence, homestead and exemption laws, and any and all rights under any other laws heretofore or hereafter passed, which may require any public sale of said property in the event of repossession thereof by the Company.

(e) That in the event of repossession of said property by the Company, the Lessee shall pay any and all charges and expenses incurred therein, and all sums theretofore paid by the Lessee to the Company shall belong absolutely to the Company as compensation for the use of said property, any express provision of law to the contrary thereof notwithstanding.

(f) That the Lessee shall pay all taxes or other governmental charges levied or assessed against the property hereinabove described and shall keep said property insured in responsible insurance companies to the extent of the full value thereof for the benefit of the Company, and shall indemnify the Company against theft thereof and against all loss, damage or injury to said property howsoever caused, and shall pay forthwith to the Company in the event of any theft, loss, damage or injury to said property, the total value of said property less any rental payments theretofore made.

(g) That the failure of the Company to insist upon strict performance of any of the terms, covenants or agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any of such terms, covenants or agreements, but the same shall be and remain in full force and effect.

(h) That the acceptance of payments by the Company after any default hereunder on the part of the Lessee shall not be deemed a waiver thereof.

(3) The Lessee may at any time during the rental term hereof, providing all the terms, agreements and provisions hereof shall have been punctually and fully performed and complied with, purchase the said property by paying to the Company the above valuation therefor, in which event the rents theretofore paid, shall be deducted from the purchase price.

(4) This Agreement shall not constitute a sale of the property hereinabove described and no agreement of sale shall be implied herefrom. No sale of said property to the Lessee or any other person shall be valid unless evidenced by a writing in the nature of a bill of sale executed by the Company.

(5) The word Lessee whenever used herein shall, in the event that the second party hereto shall be a co-partnership, mean Lessees and each and every of them.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 7th day of dec, 1953

Witnessed: [Signature]

UNION SPECIAL MACHINE COMPANY
By [Signature] (Seal)
Southland Fashions (Seal)
By: [Signature] Lessee.

NOTICE TO PARTIES SIGNING THIS LEASE.--Read the terms of this Lease before signing it, as no statement, agreement or understanding, verbal or written not contained herein will be recognized by the Company.

LEASE NO.

BETWEEN

Southland Fashions

Vincent, Alabama

AND

UNION SPECIAL MACHINE COMPANY

DATE OF LEASE 12-4-53

AMOUNT \$ 677.03 TERM 30/6

Payment #	AMOUNT	DATE		NOTICE
		DUE	PAID	
DP	198.77			
1	79.21			
2	79.21			
3	79.21			
4	79.21			
5	79.21			
6	79.21			

STATE OF ALABAMA
COUNTY OF SHELBY

THE EXECUTION OF THE FOREGOING INSTRUMENT WAS THIS DAY DULY PROVEN BEFORE THE UNDERSIGNED BY OATH AND EXAMINATION OF Hy Gale THE SUBSCRIBING WITNESS. LET THE SAID INSTRUMENT AND THAT CERTIFIED BE REGISTERED. WITNESS BY HAND THIS 7 DAY OF Dec 1953.

Notary Public, State of Florida at large
My commission expires March 11, 1955.
Bonded by American Surety Co. of N. Y.

F. B. Nicholas
NOTARY PUBLIC

STATE OF ALABAMA
SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within Deed was recorded in Book 164 Page 16 of Dec 1953 at 11:00 A.M. on the 16 day of Dec 1953.
Deed Tax of \$.50 has been paid.
L. C. Walker
Judge of Probate
Fee \$ 1.50 paid

see book

675
Filed in the office of the Probate Judge on the 18 day of Dec 1953 at 8 o'clock P M and recorded in Deed Book 164 Page 16 this 23 day of Dec 1953.
Deed Tax .50 Mortgage Tax — has been paid.
L.C. Walker, Judge of Probate

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