2809

STATE OF ALABAMA

SHELBY COUNTY

BOOK 100 PAGE 245

KNOW ALL MEN BY THESE PRESENTS, That this agreement entered into between E. M. Snow, hereinafter known as the party of the first part, whose wife, Ruth Snow, joins with him in the execution thereof, and C. H. Thompson and wife Gracie Thompson, hereinafter called the parties of the second part, Witnesses:

Party of the first part hereby leases to parties of the second part what is known as the Green and White Restaurant and Service Station together with all fixtures and equipment therein located and used in connection with the cafe business, which said cafe is situated on the West side of the Birmingham-Montgomery highway in Beat 7, Shelby County, Alabama, to-wit: 1 mile South of Saginaw, Alabama, and along with said property above enumerated, there is also covered in this lease and rented an area as follows: 17 feet on the South end and adjoining the South line of said building; 75 feet on the North end of said building and adjoining the North end thereof; 75 feet on the West side of said building and adjoining the West line thereof and extending 17 feet South of the South line of said building and also extending 70 feet North of the North line of said building; on the East side of said building a strip approximately 52 feet and extending to the right of way of highway #31 and extending South 100 feet beyond the South line of said building and extending also 75 feet North of the North line of said building, inclusive of the building on said property.

The duration of this lease shall be 2 years from February 1, 1954 providing parties of the second part shall have an option to extend at the expiration of the 2 year period to lease the property for an additional 2 years.

The rental per month is to be One Hundred Fifty ($150.00) Dollars plus 1 cent per gallon on all gasoline pumped from and through the pumps on said grounds of said service station on said property. The first installment of rent on the property will be due on February 1, 1954 and on the first day of each successive month thereafter. The gasoline rental shall be due on the 1st day of March, 1954 and on the first day of each month thereafter.

Parties of the second part contract and agree to operate said service station continously during the term of this lease and in the event during any of said period said service station is not operated and gasoline sold therefrom, parties of the second part shall pay to party of the first part the sum of One Hundred Twenty ($120.00) Dollars per month in lieu of the one cent per gallon provided for in this contract.

Parties of the second part agree and contract to deliver all of said property to party of the first part at the termination of this lease in as good condition as the same is now in, usual wear and tear excepted, and except also destruction of said property by fire or otherwise, not the result of negligence of the parties of the second part, their agents or servants.

Parties of the second part are to keep the equipment and fixtures in reasonable repair, while on the other hand party of the first part is to keep the building in reasonable repair.

It is agreed between the parties that party of the first part shall have the right to make such repairs and improvements on the building as might be reasonably considered necessary or advisable or beneficial to and for the operation of said restaurant business.

It is further agreed between the parties that parties of the second part are to keep the premises in and around said building in an orderly manner to the end that the premises shall not be unsightly or detrimental to other property owned by party of the first part adjacent to the premises rented.

The building hereby leased is equiped with a water supply for the use of said business which is being furnished from a well operated by party of the first part, who agrees to continue said water supply to said building on the same basis as water is supplied in the town of Alabaster, and party of the first part shall furnish a meter for the measurement of said water as it is furnished to said building.

It is further agreed between the parties that party of the first part shall not be liable for failure to furnish said water in the event his present well should fail or should not furnish enough water for the supplying of said building.

Nothing herein contained shall preclude the use of said water for washing cars or whatever is needful or useful for said business, but it shall all pass through the meter installed for the water rental. The water rentals shall be payable on the first day of each month for the preceeding month.

Witness our hands and seals, in duplicate, this the 13th day of January, 1954.

Attest:

Vernon T. Foster
J. O. Jones

Ruth Brown
E. M. Brown
Parties of the first part
C. H. Thompson

Parties of the second part

Filed in the office of the Probate Judge on the 10 day of May 1954 at 8 O'clock A. M.
and recorded in Deed Book 166 Page 245 this 13 day of May 1954.
Deed Tax 2.50 Mortgage Tax — has been paid.

L.C. Walker, Judge of Probate