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No. 126—FARM LAND LEASE—Printed and for sale by Zac Smith Co., Birmingham, Ala.

EXECUTED IN DUPLICATE — BOOK 172 PAGE 531

The State of Alabama, SHELBY County

THIS CONTRACT, made this April 20th 1955 by and between Mrs. Frances Johnston as owner, and Edgar M. Mullen and May Walther Mullen as tenant, all of said County and State,

Witnesseth, That said owner hereby agrees to rent and lease unto said tenant the following described premises in said County and State, to-wit: the Farm known as the Jack Rearden or Richards Farm located approximately two and half miles North of Montevallo, Ala.; but not including two houses and land surrounding same enclosed by ~~a fence. No timber to be cut except by the Owner, except Tenant may cut sufficient timber for fence post for farm fence.~~ from May 1st 1955 to Dec. 31st 1957 for occupancy and use by the said tenant only as a cattle pasture and hay farm

and not to be used for any other purpose.

In consideration whereof, the said tenant agrees to pay to the said owner, or his order, on or before first day of each calender month the sum of ($40.00) Forty and 00/100 DOLLARS,

~~of .... pounds of lint cotton, class middling, in marketable shape, out of the first cotton picked, as rent for said premises under this contract.~~

~~Said tenant further agrees to cultivate not less than .... per cent of the cultivable part of said land in cotton and about .... per cent in corn, and not to sublet said premises, or any part of them, without the written consent of the owner.~~

Said tenant further agrees that until the rent, and advances, if any, are paid to the owner, to have all the cotton made on the premises during the term of this lease ginned at any ginnery or stored at any place in said county the owner may designate, and to turn over to the owner the receipts for each bale, to hold until sold.

It is further agreed to between the parties to this contract, that no alterations or repairs are to be made in, on, or to the premises, without the written consent of the owner, and that the tenant shall first pay for all advances made by or due to the owner, and then pay the rent due under this contract.

Said tenant further agrees that if he violates this contract, or neglects, or abandons or fails (or in the owner's judgment violates this contract or fails) to properly work or cultivate the land early or at the proper times, or in case he should become physically or legally incapacitated from working said lands, or should die during the term of this lease, or fails to gather or save the crops when made, or fails to pay the rents, or advances made by the owner when due, then in case of any such failures, the owner is hereby authorized to take full possession of said premises, crops and improvements, in which event this contract may become void and cancelled at the owner's option, and all indebtedness by the tenant for advances or rent shall at once become due and payable to the owner, who may treat them as due and payable, without further notice to the tenant; and the tenant hereby agrees to surrender the quiet and peaceable possession of said premises to the owner at said time, in which event the owner is hereby authorized by the tenant to take possession of said premises, and transfer, sell or dispose of all thereon the tenant has any interest in, and this lease, together with all work done and all improvements or crops on or gathered from said premises in which said tenant may have any interest, in such manner and at such times as he (the owner) may deem best without further notice to said tenant, this contract being sufficient notice; and in order to entitle the owner to do so, it shall not be necessary to give any notice of any failure or violation of this contract by the tenant, or to make any demand for said premises, the execution of this contract or lease, signed by the said tenant, which is hereby acknowledged, being sufficient notice of defalcation on the part of the tenant, and of the owner's demand for possession of the premises, and shall be so construed between the parties hereto, any law, usage or custom to the contrary notwithstanding.

The Owner reserves the right to sell said farm and in such event the the Tenant hereby agrees to surrender possession of the farm on thirty days notice in writing demanding possession.
The Owner reserves the right to occupy the said houses or to rent same with the right of ingress and egress.

And as part of the consideration of this lease, the parties to this contract hereby waive all right which they, or either of them may have under the Constitution or Laws of Alabama to have any of the personal property of the said parties exempted from levy and sale under legal process. And should it become necessary to employ an attorney in the collection of the rents or indebtedness aforesaid, then the tenant agrees and hereby promises to pay all reasonable attorney's fees charged therefor.

In Testimony Whereof, the said parties hereunto set their hands and seals the day and year first above written.

Witnesses:

Jack Woods

Edgar M Mullen (L. S.)

Mae Walter Mullen (L. S.)

Mrs Frances Johnston (L. S.)

STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within lease was filed for record the 2 day of May 1955, at 11 o'clock P M. and recorded in Deed Record 172 Page 531, and the Mortgage Tax of ________ Deed Tax of 1.00 has been paid.

L.C. Walker Judge of Probate