

4270

STATE OF ALABAMA)
SHELBY COUNTY)

BOOK 182 PAGE 15

This LEASE, made this 30th day of August, 1954, by and between ~~Mr. and~~ Mrs. W. J. Weldon, hereinafter called Lessor, and G. J. Devine, hereinafter called Lessee, witnesseth, that Lessor hereby demises and leases to Lessee, the following described real property situated in Shelby County, Alabama, to-wit:

Commencing at a point where the center of the Southern Railway intersects the West bank of Yellow Leaf Creek, which said point is situated in the NE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 32, Township 20, Range 2 East, and run thence Southerly along the West bank of said Yellow Leaf Creek 400 feet to point of beginning of the lot herein conveyed, which said point is marked by an iron stake; thence continue Southerly along the West bank of said Yellow Leaf Creek 77 feet; thence Southwesterly and perpendicular to said Yellow Leaf Creek 190 feet; thence Northwesterly and parallel with said Creek 77 feet; thence Northeasterly and perpendicular to said Creek 190 feet to point of beginning.

TO HAVE AND TO HOLD unto said Lessee for the term of TWENTY-FIVE YEARS, commencing on the 30th day of August, 1954, and ending on the 29 day of August, 1979.

IN CONSIDERATION WHEREOF, Lessee agrees to pay Lessor as rent for the above described premises the sum of FIFTEEN DOLLARS per annum, payable in advance on or before the 30th day of August of each year.

It is further mutually covenanted and agreed as follows:

1. Lessee shall have the right to cancel this Lease at any time by giving Lessor thirty days written notice.

2. The cabin presently situated on said land shall remain the property of the Lessee and he is expressly given the right to remove such building or any improvement which he might put on said land during the term of this Lease.

3. This Lease shall be binding upon the heirs and assigns of the Lessor and Lessee, and this Lease may be sold, transferred or assigned by Lessee.

4. Lessee shall pay rent as above stated and it is expressly provided that should Lessee fail to pay said rent within two years from the due date, he agrees to forfeit all improvements on said land and shall vacate the premises and give over all his rights and privileges to Lessor, and claim no further interest in said property.

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375
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5. Lessee agrees that should taxes be increased on said land from the date of this Lease, he will pay to Lessor such increase as was occasioned by any improvements which he might put on such land.

6. Lessee shall have the right to enlarge or improve the cabin now situated on said land and to build other buildings or improvements on said land, and such buildings and improvements shall remain the property of Lessee and may be removed as provided in paragraph two above.

7. It is mutually agreed that should Lessor desire to sell such land that Lessee shall have first refusal to purchase said land; however, Lessee shall have the option in any event to continue under the terms of this Lease for twenty-five years, as stated above.

8. Lessor grants unto Lessee the right of ingress and egress to said property across other lands owned by Lessor and grants unto Lessee the right to fish in any of the waters owned by Lessor, or touching Lessor's land.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 30th day of August, 1954.

Mrs W. J. Weldon

G. J. Devine

STATE OF ALABAMA)

SHELBY COUNTY)

I, _____, a Notary Public

in and for said County, in said State, hereby certify that on the ____ day of August, 1954, came before me the within named ~~Mr. and~~ Mrs. W. J. Weldon and G. J. Devine, known to me, and whose names are signed to the foregoing lease agreement, acknowledged before me on this day that, being informed of the contents of said lease agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand, this ____ day of August, 1954.

Notary Public

STATE OF ALABAMA, SHELBY COUNTY	
I, L.C. Walker, Judge of Probate,	hereby certify that the within <u>Lease</u>
was filed for record the <u>25</u> day of <u>Aug</u> , 19 <u>54</u> , at <u>8</u> o'clock <u>PM</u> .	
and recorded in <u>Book</u> <u>182</u> Page <u>15</u> , and the Mortgage Tax of	
Deed Tax of <u>50</u> has been paid.	<u>L.C. Walker</u> Judge of Probate