

1599

STATE OF ALABAMA )

LEASE OF STORE & BUSINESS

BOOK 185 PAGE 43

COUNTY OF SHELBY )

THIS LEASE, made this 1st day of January, 1957, by and between Christine Williamson, Party of the first part, hereinafter called "Lessor", and William Ervin Williamson, Party of the second part, hereinafter called "Lessee",

WITNESSETH: That the Lessor does hereby lease and rent unto the Lessee the following described premises, in the Town of Harpersville, viz: A store and concrete block store building, together with all and singular of the inventory, furnishings and fixtures therein, located in the Town of Harpersville, Shelby County, Alabama, and known as Williamson's Cash Store, for occupation and use as a retail general merchandise store and not otherwise for and during the term of two years, to-wit: From the 1st day of January, 1957, to the 1st day of January, 1959.

IN CONSIDERATION WHEREOF, the Lessee agrees to pay the Lessor at said store building in Harpersville, Alabama, on the First Day of Each Month of said term, in advance, as rent for the premises herein leased, the sum of Fifteen Dollars (\$15.00) per month, being at the rate of One Hundred Eighty Dollars (\$180.00) per annum.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS, AND COVENANTS:

1. The Lessor covenants to keep the Lessee in possession of said premises during said term, subject, however, to all and singular of the terms and conditions hereinbelow provided.
2. The above premises and business are hereby leased as a going concern as a retail general merchandise store, having an inventory of the express valuation of \$3,789.00 at the beginning of the said term for this lease, and containing the following furnishings and fixtures of the agreed value as specified:

Scales - acquired 7-16-47	- - - - -	\$100.00
Meat Case - acquired 4-6-53	- - - - -	675.50
Deep Freeze - acquired 8-1-53	- - - - -	200.00
		<hr/>
	Total	975.50

The Lessee agrees to maintain, at his own expense, the said furnishings and fixtures in a good state of repair and in good working order, and at the end of said term to reimburse the Lessor for any decrease in value of said furnishings and fixtures due to any cause whatsoever other than normal wear and tear and other than fire or other calamity, in which event the terms hereinbelow provided shall obtain, and other than a general economic depression which reduces values and prices generally.

3. Further, the Lessee shall maintain the said inventory at a value at least equal to the above agreed value thereof, and shall preserve the said inventory in its present general condition, composition, and quality, although, of course, the Lessee may substitute identical or similar items in the place of these items sold or otherwise removed from said inventory. At the end of said term the Lessee shall reimburse the Lessor for any decrease in value of said inventory resulting from any cause whatsoever other than a general economic depression which reduces prices generally, and other than a fire or other calamity, in which event the terms hereinbelow provided shall apply.

4. The Lessor shall not be REQUIRED to make any repairs or do any work on or about said premises or any part thereof, or on any premises connected therewith, but not hereby leased, unless and only to the extent hereinafter set out. However, the Lessee hereby gives the Lessor, or said Agents, the right to enter said premises at any reasonable hour to make such repairs and to do such work on or about said premises as Lessor may be lawfully required to make, or deem necessary. The Lessee hereby gives the Lessor, or said Agents, the right to VISIT and INSPECT said premises at all reasonable times and to show said premises to prospective tenants or purchasers, and to display "For Rent" and "For Sale" signs on or about said premises at any time.

5. If the Lessee vacates said premises before the expiration of said term, without the written consent of the Lessor or his agents, the Lessor

or his agents may re-enter, and re-let same, from time to time, without notice to the Lessee, as the Agent of Lessee, and such re-entry and re-letting shall not discharge the Lessee from any liability for rent nor from any of the terms, conditions or covenants of this lease; and the Lessee shall make good to the Lessor the difference, if any, between total as provided in the within contract and the total rental collected and remitted from such sub-tenant or tenants.

6. The Lessee shall not under-lease, sub-let or sub-rent said premises, or any part thereof, or transfer or assign within lease, without the written consent of the Lessor or his agents. Each transfer and assignment, and each sub-letting or renting of said premises, unless the written consent of the Lessor or his agents be first obtained, shall be and is null and void, at the option of the Lessor or his agents. It is expressly understood and agreed that the Lessee is NOT RELEASED from any liability for rent or from any of the conditions and covenants of the within contract when so transferred.

7. THIS LEASE SHALL BECOME NULL AND VOID in the event the said building should be entirely destroyed or rendered entirely unfit or incapable of being used for the purpose for which the same is hereby let, by fire or other casualty, beyond the control of the Lessee, Lessee's family or other occupants of within leased premises, or in the event said building should be condemned and the Lessor or his agents be forced to tear down and remove said building by the State, County or City authorities, and the liability of the Lessee for the rents thereafter accruing hereunder shall cease upon the happening of either of said events and such condemnation by said authorities, destruction or injury shall operate as a cancellation of this lease and Lessee shall thereupon at once give up possession without further notice from Lessor or Agents, surrender possession of said premises to the Lessor or his agents, and rent shall be payable only to the time of said surrender.

8. If said premises are so injured by fire, rain, wind or earthquake as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let and are repairable within a

reasonable time after written notice of said injury is given by Lessee to the Lessor or his Agents, then, and in any of those events, the Lessor or Agents may repair the same within said time, and the rent during said time shall be reduced in the proportion that said premises in said untenable or unfit condition bears to said premises in their condition before said injury, provided, however, that in the event Lessor or his agents fail to commence said repairs within thirty days after Lessee shall notify Lessor or his agents of such injury, this lease may be terminated by Lessee by written notice at any time after the expiration of said thirty days, and before said repairs are commenced by Lessor or his agents.

9. It is expressly understood and agreed that the Lessor or his agents are in no wise responsible for any damage that may accrue caused by repairing, restoring, or rebuilding said premises as above provided; nor shall the Lessor or his agents be liable for any damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of any pipes, toilets, plumbing, electric wires, or fixtures, gas pipes, fixtures, apparatus, or connections, or any of them, or caused by or growing out of any defects in said premises, or any part thereof, or by fire, wind, rain or other cause, or during the repairing, alteration, or construction thereof.

10. The Lessee further agrees that, upon the termination or expiration of the within lease, to surrender quiet and peaceable possession of said premises in the like good order as at the commencement of said term, and notice so to do is hereby waived. It is further understood and agreed that if the Lessee shall continue in possession of any part of said premises after the expiration of the aforesaid term without the written consent of Lessor or his agents, then this lease, at the option of the Lessor or his agents, shall continue in full force until the next succeeding September thirtieth, with all conditions, covenants, and terms herein set forth except that the rental of said premises shall be DOUBLE THE AMOUNT herein fixed.

11. The Lessee hereby agrees that any written notice addressed to him in care of the premises herein leased or left on leased premises shall be legal notice the same as if personally served.

12. The Lessee agrees to pay the Lessor or his agents a reasonable attorney's fee in the event of the employment of an attorney to collect any rents, damages, or amounts that may become due by the Lessee under the within contract, or to file and prosecute a suit against Lessee or one holding under this lease for unlawful withholding possession of said premises, or to protect the interest of the Lessor in the event the Lessee is adjudged a bankrupt or legal process is levied upon the goods and chattels of the Lessee in or upon said premises, or because of the violation of any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further secure prompt payment of said rents, or any other amounts, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions, and covenants on the part of the Lessee herein contained, and all damages and costs that the Lessor or his agents may sustain by reason of the violation of said terms, conditions, or covenants, of any of them, the Lessee does hereby waive any and all right to claim or have any personal property of the Lessee exempt from levy or other legal process under the Constitution and Laws of the State of Alabama or any other State of the United States.

The Lessor hereby reserves the right to cancel this lease by giving the Lessee 30 days' written notice prior to such cancellation in event a sale is made of within leased premises.

IN TESTIMONY WHEREOF, we have hereunto set our hands, in duplicate, the day and year first above written.

WITNESSES:

William L. Evans Sr Christie Williamson (L.S.)  
Lessor

X W. B. Williamson (L.S.)  
Lessee

State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within Deed was filed in this office for record the 15 day of February 1957 at 8 o'clock P. M, and recorded in Deed Record 185 Page 47 & examined Deed Fee \$ 3.00 and the Mortgage Tax of \$ .50 Deed Tax of \$ .50 has been paid.

3.50

L. C. Walker Judge of Probate