

2278

STATE OF ALABAMA

SHELBY COUNTY

SUB-LEASE AGREEMENT

BOOK 192 PAGE 329

THIS AGREEMENT, made in duplicate, this 7th day of March, 1958, between Frank Thomas Baker and wife, Virginia Eddings Baker, Sub-Lessors, and Herman Cox, Sub-Lessee:

W I T N E S S E T H

That the Sub-Lessors/^{sub-}lease to the Sub-Lessee, and the Sub-Lessee hires from the Sub-Lessors, the following described premises, previously leased by said Frank Thomas Baker from Mary A. Wyatt(now deceased) on, towit, the 10th day of December, 1954:

A 160 acre farm with two dilapidated barns and two uninhabited houses thereon, said farm being located three miles West of Longview in Section 36, Township 21, Range 3 West, bounded on the South by Baker and Albright, on the North by Bolton, on the East by land of Frank Thomas Baker, on the West by Bolton, and on the Northeast by Karl Wyatt.

The terms of this sub-lease shall commence this date, the Sub-Lessee now being in possession of the/^{sub-}leased premises, and shall continue hereafter during the term of the above said lease by said Frank Thomas Baker from Mary A. Wyatt until December 31, 1964, according to the provisions, conditions, and stipulations set forth below:

1. The rental is to be two hundred twenty-five and NO/100's(\$225.00) per year, payable by November 1st, of each year/^{in advance.} Sub-Lessors acknowledge receipt of \$225.00 as payment in full for rent of the/^{sub-}leased premises until November 1, 1958, the next rental payment of \$225.00 being due under the terms of this/^{sub-}lease on November 1, 1958, for rental from November 1, 1958, until November 1, 1959.

2. The Sub-Lessee agrees and contracts to deliver all of said property to Sub-Lessors at the termination of this sub-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 Sub-Lessee, his agents or servants. The Sub-Lessee shall have the right to make such repairs and improvements on the buildings and land as might be reasonably necessary and advisable or beneficial to the premises. The Sub-Lessee shall not be liable for any repairs to said property.

3. The Sub-Lessee shall not further sub-lease the premises or any part thereof during the term of this sub-lease, but the Sub-Lessee may at his option terminate this sub-lease at any time by surrendering and delivering up possession of the/^{sub-}leased premises to the Sub-Lessors. The Sub-Lessee forfeits all rental payments accrued or paid by terminating this sub-lease.

4. The failure to pay the rent within thirty days after it is due shall give the Sub-Lessors the option to terminate the sub-lease upon thirty days written notice of having so exercised the option.

5. This sub-lease agreement and the provisions contained herein shall be immediately terminated without any liability against the Sub-Lessors should the Sub-Lessors lose

their rights of possession of the sub-leased property under the aforementioned lease between Mary A. Wyatt and Frank Thomas Baker through no fault of said Sub-Lessors, provided said Sub-Lessors shall have fulfilled all their obligations, promises, and considerations set forth in said aforementioned lease between Mary A. Wyatt and Frank Thomas Baker.

Witness our hands and seals this 7th day of March, 1958.

Witness to the signature of Frank Thomas Baker and to the signature of Virginia Eddings Baker:

Lottie S. Moore
A. L. H. Moore

Witness to the signature of Herman Cox:

B. J. Hatchell
Thos. W. W. Kabin

Frank Thomas Baker (SEAL)

FRANK THOMAS BAKER, LESSOR

Virginia Eddings Baker (SEAL)

VIRGINIA EDDINGS BAKER, LESSOR

Herman Cox (SEAL)

HERMAN COX, LESSEE

State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within Agreement of Lease was filed in this office for record the 1 day of April 1958 at 8 o'clock A.M., and recorded in 192 Page 320 & examined 1 Fee \$ and the Mortgage tax of \$ Deed Tax of \$ has been paid.
L. C. Walker Judge of Probate