

STATE OF ALABAMA)

JEFFERSON COUNTY)

1476
BOOK 198 PAGE 286

FILED 10 JANUARY 1959

This lease made the 29th day of December, 1958, by and between Floyd E. Benton, hereinafter called Lessor, and T. W. Whitfield, hereinafter called Lessee,

WITNESSETH:

Lessor does hereby lease and rent unto Lessee the following described premises, together with all improvements thereon, situated in Shelby County, Alabama:

The South one-half of SE $\frac{1}{4}$ of Section 8 and the East one-half of NW $\frac{1}{4}$ of Section 17, all in Township 21 South, Range 4 West,

for occupancy and use by Lessee for and during a term of five (5) years, to-wit, from the 1st day of January, 1959, to the 31st day of December, 1963.

In Consideration Whereof Lessee agrees to pay Lessor the sum of One Dollar as rent for said premises.

This lease is made upon the following terms and conditions:

1. Lessee agrees to take good care of said premises and to commit no waste of the premises nor permit same to be done. Lessee agrees to take reasonable precautions to safeguard the timber on said premises against fire and in the event of fire on said premises to take such prompt action as is reasonably available to Lessee to protect the timber against loss or damage from fire.

2. Lessee shall cut no timber from said premises except for firewood for his personal use on the premises and agrees to take reasonable precautions to protect said timber from theft and vandalism.

3. Lessee agrees to indemnify and save Lessor harmless from any claim or demand for damages for personal injuries sustained by any person or persons using said premises at the invitation of Lessee or with Lessee's permission, except such persons as may be using said

premises upon the written permission of Lessor as hereinafter specified.

4. Lessor may use said premises for hunting and Lessee agrees to allow hunting on said premises by anyone having a written permission from Lessor.

5. Lessor shall be under no obligation to keep said premises in repair and Lessee accepts same in their present condition with no warranty that they are fit for occupancy or for the purpose for which they are leased.

6. It is agreed that Lessee shall have the option to renew this lease on such terms and for such length of time as the parties hereto may agree upon, provided Lessee shall give Lessor written notice at least sixty (60) days prior to the expiration of this lease of his desire to renew. If the parties are unable to agree upon the terms and duration of the renewal of this lease then Lessor may specify in writing such terms and duration as shall be agreeable to him and mail the same to Lessee at his usual place of residence. Unless Lessee shall agree to such terms and duration within thirty (30) days after mailing of the same by Lessor then Lessee shall have no further right or privilege of renewal.

IN WITNESS WHEREOF we have hereunto set our hands and seals in duplicate on this 29th day of December, 1958.


Floyd E. Benton (SEAL)
LESSOR
T. W. Whitfield (SEAL)
LESSEE

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, - J. M. Patton, Jr., a Notary Public, in and for said County, in said State, hereby certify that Floyd E. Benton and T. W. Whitfield, whose names are signed to the foregoing lease,

and who are known to me, acknowledged before me on this day that, being informed of the contents of the lease, they executed the same voluntarily on the day the same bears date.

Given under my hand this 29th day of December, 1958.


James Patton, Jr.
Notary Public

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STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within lease was filed for record the 10 day of Jan, 1959, at 2 o'clock P. M. and recorded in Deed record 1958 Page 286, and the Mortgage tax of Deed Tax of \$ has been paid.

L. C. Walker Judge of Probate