

5471

STATE OF ALABAMA)

COUNTY OF SHELBY)

This lease made this 26 day of Sept, 1959, by and between William F. Cornelius and wife, Nancy C. Cornelius, hereinafter called "Lessor" of the one part, and Walter C. Maddox and wife, Virginia A. Maddox, hereinafter called "Lessee" of the other part, WITNESSETH:

That the Lessor does hereby lease and rent unto the Lessee the following described premises in Shelby County, Alabama, to-wit: A store building, with overhead apartment and a frame dwelling house located immediately adjacent thereto, together with the immediate land on which said buildings are located and together with the right of ingress and egress, all of said premises lying in the Northwest corner of the intersection of the Florida Short Route and the Ashville-Montevallo Road, and being a part of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 32, Township 18, Range 1 West, Shelby County, Alabama, for use and occupation by the Lessee as a residence and store and for no other or different use or purpose, for and during the term of twelve (12) months beginning on the 1st day of October, 1959, and ending on the 30th day of September, 1960. It is expressly understood and agreed that only the above described buildings are leased and the Lessor reserves unto himself the right to the use of the land in any way that Lessor sees fit.

IN CONSIDERATION WHEREOF, the Lessee agrees to pay the Lessor, or his agents, on the 1st day of each month of said term, in advance, as rent for the premises herein leased, the sum of Fifty Dollars (\$50.00) per month, being at the rate of Six Hundred Dollars (\$600.00) per annum.

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

(1) That it is mutually understood and agreed that these presents constitute a sublease expressly subject to and governed and controlled by the terms and conditions of that certain lease now in force and effect between the Lessor herein and Alabama Mineral Land Company, a corporation, of Birmingham, Alabama.

(2) That the Lessee shall maintain, at their own expense, all of said above described premises, together with all buildings and other structures thereon, and together with all fixtures, apparatuses, equipment, and appliances (including well pumps, plumbing systems, and septic tanks) situated therein or attached thereto, in a state of good condition and repair during the entire

twelve month's term hereof, and that the Lessor shall be under no duty to make any repairs or improvements to any of said structures, fixtures, apparatuses, equipment or appliances, and that, upon the Lessee's failure or refusal to maintain any of said property as aforesaid, the Lessor may, at his election, terminate this sublease and recover from the Lessee the possession, occupation and control of the premises described herein.

(3) That the Lessee shall permit the Lessor, his agents or assigns, to enter, at all reasonable times, upon the above described premises and to examine the condition thereof.

(4) That the Lessee shall not make or permit to be made any alterations in or additions to the demised premises without the previous consent in writing of the Lessor.

(5) That the Lessee shall not assign, underlet, or part with the possession of the whole or any part of the demised premises without first obtaining the written consent of the Lessor.

(6) That the Lessee, paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained, shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under him.

(7) In the event the Lessee fails to pay any one or more of said installment of rent, or any other amount owing or accruing hereunder, as and when due, or if an execution or other legal process is levied upon the interest of the Lessee in this lease, or if a petition in bankruptcy is filed by or against Lessee, or an assignment for the benefit of creditors is made by Lessee, or if a receiver of Lessee's property is appointed, or if the Lessee uses or permits any part of the premises to be used for any immoral, illegal or purpose prohibited by State, County, or Federal Laws, or if Lessee uses or permits the same to be used for any other purpose than for which the premises are hereby let, or if the Lessee vacates before the expiration of said term without the written consent of the Lessor or his agents, or if Lessee violates any of the other terms, conditions or covenants herein contained, then, and upon the happenings of any one or more of said events, Lessor or his agents may, at their option, mature and make due and payable, all rent reserved herein, immediately upon giving written notice to said Lessee. The Lessor or his agents may, whether the above option is exercised or not, terminate this lease upon the happenings of any one or more of the above events, and may upon giving twenty-four hours written notice to Lessee terminate this lease, re-enter, take possession and

re-let said premises. The said rights of the Lessor or his agents to mature said rents and to terminate this lease, as above provided, shall be and remain in full force and effect continuously after the happenings of any one or more of the said events, and the failure of Lessor or his agents to exercise said rights, or either of them, shall not be deemed a waiver or relinquishment thereof. No re-entry hereunder shall bar the recovery of rent or damages for breach of any of the terms, conditions or covenants on the part of the Lessee herein contained. The receipt of rent after breach or condition broken shall not be deemed a waiver or forfeiture or a waiver of the right of the Lessor or his agents to terminate said lease, to re-enter or re-let said premises.

(8) 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.

Lessor may terminate this lease upon the expiration or termination of any terms for which Lessor or his agents may re-let the same as Agent of the Lessee, by giving two days notice therefor to the Lessee in writing.

(9) 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.

(10) 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.

(11) 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 conditions 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.

(12) 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 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.

(13) 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.

(14) It is further mutually understood and expressly agreed that the parties hereto on even date herewith shall execute a conditional sales contract on the stock and fixtures contained in said store building on said above described premises, and that default by the Lessee under the terms and conditions of said conditional sales contract shall entitle the Lessor herein, at their election, to terminate this sublease and recover the full possession, occupation, and control of the herein demised premises, even though the Lessee is not otherwise in default under the terms and conditions of these presents.

(15) 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 amount 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 unlawfully 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 said 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.

WITNESSED:-

Virginia H. Cornelius

Walter C. Maddox (L.S.)

Virginia H. Cornelius

Virginia A. Maddox (L.S.)

Virginia H. Cornelius

William F. Cornelius (L.S.)

Virginia H. Cornelius

Nancy C. Cornelius (L.S.)

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Lease was filed for record the 29 day of Sept 1959 at 8 o'clock P. M. and recorded in Deed Record 204 at page 338 and the Mortgage Tax Deed Tax 1.00 has been paid.

Conrad M. Fowler
Judge of Probate

②