

5272

STATE OF ALABAMA }
Jefferson County }

THIS LEASE, made this 2nd day of August, 1960

by and between Carlton Homes, Inc.

hereinafter called "Lessor," of the one part, and NELSON WEAVER REALTY CO., as agents and

Panel Wall Products Company & Robert E. Jones
& George Cruik, Personally

hereinafter called "Lessee," of the other part:

That part of the following described property that is enclosed completely by a chain link fence: Part of the east 1/2 of Section 15, Township 20 South, Range 3 West, more particularly described as follows: Beginning at the intersection of the south line of the L. & N. Railroad Right-of-way and the center line of Prairie Branch, thence east along said south line of the railroad right-of-way for 1125.0 feet, thence right 101°-30' and southerly for 500.0 feet, thence right 78°-30' for 565+ feet to the centerline of said Prairie Branch, thence northerly along the centerline of Prairie Branch to the point of beginning.

for use and occupation by the Lessee as Manufacturing Plant and Office

and for no other or different use or purpose, for and during the term of Five Years (5) 31st day of October, 1965

- 1 IN CONSIDERATION WHEREOF, the Lessee agrees to pay the Lessor, or said Agent, at the office of said agent
2 in Birmingham, Ala., on the first day of each month of said term in advance, as rent for said premises, the
3 sum of Three Hundred and no/100 - - - - Dollars (\$ 300.00) per month, being at the rate of
4 Thirty Six Hundred and no/100 - - - - Dollars (\$ 3600.00) per annum.

Lessee is hereby given an option to renew this lease at its expiration for a further period of five years under the same terms and conditions, notice of his intention to exercise this option to be given Lessor or Lessor's agents at least 90 days before October 31, 1965.

Repairs

Lessee
Cove-
nants

- 5 This lease is made upon the following terms, conditions and covenants:
6 The Lessor covenants to keep the Lessee in possession of said premises during said term, but shall not be
7 liable for the failure or inability of the Lessee to obtain possession thereof provided the Lessor shall exercise due
8 diligence and effort to place the Lessee in possession. Nothing herein contained shall be construed as a war-
9 ranty that said premises are in good condition or are fit or suitable for the use or purpose for which they
10 are let. The Lessor or Lessor's agent have made no representations or promises with respect to said building
11 or the demised premises except as herein expressly set forth.
12 Lessor shall not be obligated or required to make any repairs or do any work on or about said premises or
13 the elevator therein if any or any other part thereof, or on or about any premises connected therewith, but not
14 hereby leased, unless and only to the extent hereinafter agreed. However, Lessor reserves the right to enter upon said
15 premises and to make such repairs and to do such work on or about said premises as Lessor may deem necessary or proper,
16 or that Lessor may be lawfully required to make. Lessor reserves the right to visit and inspect said premises at all
17 reasonable times, and the right to show said premises to prospective tenants and purchasers, and the right to display "For
18 Sale" and "For Rent" signs on said premises.
19 Should the Lessee fail to make repairs agreed to by him under this lease, the Lessor may enter the premises and
20 make such repairs and collect the cost thereof from the Lessee as additional rent.
21 Lessee will make no material alterations in said building and will not paint any part of the outside of said building
22 without the written consent of the Lessor. No signs of any character shall be erected on roof without Lessor or
23 Agents written consent. Lessee will replace all plate and other glass, if and when broken, and failing so to do the
24 Lessor may replace the same and the Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee
25 will replace all keys lost or broken, and will pay all bills for water, light and heat used on said premises. Lessee will
26 keep all elevators, electric wiring, water pipes, water closets and other plumbing on said premises in such good order
27 and repair as may be required by the laws or ordinances of the City of Birmingham. Lessor shall not be liable for
28 any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective condition of said
29 elevators, electric wiring, pipes, closets or plumbing, or any of them. Lessee will comply, at all times and in all re-
30 spects, with all the laws of the City of Birmingham, relating to nuisance, insofar as the building and premises hereby
31 let, and the streets and highways bounding the same, are concerned, and the Lessee will not by any act, or omission
32 render the Lessor liable for any violation thereof. Lessee will not commit any waste of property, or permit the same
33 to be done, and will take good care of said building and said premises at all times.
34 Lessor shall not be liable for any damages caused by, or growing out of, any defect in said building, or in said
35 premises, or caused by, or growing out of, fire, rain, wind or other cause.
36 If the demised premises, or any part thereof, consists of first floor space, adjacent upon the street, the Lessee will
37 keep the sidewalk and curb in front thereof or adjacent thereto clean and free from snow and ice, and save harmless
38 the Lessor from all damages or claims for damages for failure so to do.
39 Upon the happening of any one or more of the events as expressed below in (a) to (h) inclusive, the Lessor

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**Defaults
and
Re-entry**

40 shall have the right at the option of the Lessor, to either annul and terminate this lease, upon two (2) days written
41 notice to Lessee, and thereupon re-enter and take possession of said premises; or the right upon two (2) days written
42 notice to Lessee to re-enter and re-let said premises from time to time, as agents of the Lessee, and such re-entry and/or
43 re-letting shall not discharge the Lessee from any liability or obligations hereunder, except that net rents (that is,
44 gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting
45 shall be a credit on the Lessee's liability for rents under the terms of this lease. Nothing herein, however, shall be
46 construed to require the Lessor to re-enter and re-let in such event. Nor shall anything herein be construed to
47 postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the con-
48 trary the Lessor is hereby given the right to sue therefor at any time after default.

49 (a) In the event the Lessee should fail to pay any one or more of said monthly installments of rent as and
50 when the same become due, and such default should continue for ten (10) days after written demand for the pay-
51 ment thereof is made by the Lessor upon Lessee.

52 (b) In the event Lessee removes, attempts to remove or permits to be removed from said premises, except
53 in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon.

54 (c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other prop-
55 erty of the Lessee brought on said premises, or upon the interest of the Lessee in this lease.

56 (d) In the event a petition in bankruptcy is filed by or against the Lessee (or either of them, if more than one) or
57 the Lessee is adjudged a bankrupt.

58 (e) In the event an assignment for the benefit of creditors is made by the Lessee.

59 (f) In the event of the appointment of a Receiver of Lessee's property.

60 (g) In the event the Lessee, before the expiration of said term, and without the written consent of the Lessor,
61 vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which
62 the same are hereby let, or ceases to use said premises for the purposes herein specified.

63 (h) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee
64 herein contained, and fails to remedy the same within ten (10) days after written notice thereof is given by Lessor to
65 Lessee.

66 Upon the termination of this lease or re-entry upon said premises for any one or more of the causes set forth
67 above or upon any termination of this lease or re-entry of said premises whether by acceleration or otherwise, the rents
68 hereunder for the entire rental period and other indebtedness, if any, payable under provision hereof shall be and be-
69 come immediately due and payable and without regard whether or not possession of the premises shall have been sur-
70 rendered to or taken by the Lessor.

**Improve-
ments
and
Fixtures**

71 All improvements and additions to the leased premises shall adhere to the leased premises, and become the property
72 of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures; said
73 furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee upon the
74 expiration of this lease, provided all terms, conditions and covenants of within contract have been complied with by
75 Lessee and said Lessee restores building and premises to its original condition.

76 This lease shall become null and void in the event said building should be entirely destroyed by fire or other casualty,
77 or in the event said building should be condemned and ordered torn down or removed by due process of the law,
78 and the liability of the Lessee for the rents thereafter accruing hereunder shall cease upon the happening of said
79 events.

**Fire
Clause**

80 In the event said building should be damaged or injured by fire or other casualty to the extent of more than
81 sixty-one per cent (61%) thereof, then, and in that event, the Lessor may elect to restore said building to sub-
82 stantially the same condition it was in before said fire or other casualty occurred, or may elect to cancel this lease,
83 by giving thirty (30) days' written notice of such election to the Lessee within thirty (30) days after said fire or
84 other casualty occurred. In the event the Lessor elects to restore said building to said substantial condition, and
85 give written notice of said election to the Lessee within said time, then, and in those events, the Lessor will so re-
86 store said building as soon thereafter as the Lessor can do so by the exercise of reasonable diligence, and the rents
87 due for that part of said term, beginning on the date of said fire or other casualty and ending on the date said restoration
88 is fully completed, shall be reduced in the proportion that the damaged or injured portion of said building bears
89 to the whole of said building. In the event the Lessor elects to cancel this lease as aforesaid, and gives written notice of said
90 election to the Lessee within said time, then, and in those events, this lease shall cease and determine without further notice,
91 upon the expiration of thirty (30) days from the date said notice is given to the Lessee. In the event the Lessor fails, within
92 said period of thirty (30) days, to elect to restore said building to said substantial condition, and fails, within said
93 time, to elect to cancel this lease, then, and in those events, the Lessee may, within thirty (30) days thereafter, terminate
94 this lease, on account of said damage or injury to said building as aforesaid, upon giving ten (10) days' written notice
95 thereof to the Lessor. In the event the Lessee, having the right so to do, fails within thirty (30) days to terminate
96 this lease, then, and in that event, this lease shall be and remain in full force and effect, notwithstanding said building
97 may have been damaged or injured as aforesaid.

98 In the event said building is damaged or injured by fire or other casualty, to the extent of Sixty-one per cent (61%)
99 or less of said building, then, and in that event, the Lessor will restore said building to the condition that it was in
100 before said fire or other casualty occurred, as soon thereafter as the Lessor can do so by the exercise of reasonable
101 diligence; and the rents due for that part of said term, beginning on the date of said fire or other casualty and ending
102 on the date said restoration is fully completed, shall be reduced in the proportion that the damage or injured portion
103 of said building bears to the whole of said building.

**Sub-
Letting
and
Transfer**

104 Each and every transfer or assignment of this lease, or any interest therein, and each and every subletting of said
105 premises, or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first
106 obtained thereto.

107 The Lessee will, upon the expiration or termination of this lease, surrender the quiet and peaceable possession of said
108 premises in the like good order as the same were in at the commencement of said term, natural wear and tear
109 excepted.

110 The Lessee will pay Lessor a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents
111 due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a bankrupt, or legal
112 process is levied upon the goods, furniture, effects or personal property of the Lessee upon the said premises, or upon
113 the interest of the Lessee in this lease or in said premises, or in the event the Lessee violates any of the terms, condi-
114 tions or covenants on the part of the Lessee herein contained. In order to further secure the prompt payment of said
115 rents, and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions
116 and covenants on the part of the Lessee herein contained, and all damages and costs that the Lessor may sustain by rea-
117 son of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all
118 right to claim personal property as exempt from levy and sale.

Notices

119 All notices and demands authorized or required to be given to the Lessee hereunder, may be served upon the Lessee in
120 person or mailed to the Lessee, at said premises.

121 Every provision hereof applicable to the Lessor and every provision hereof applicable to the Lessee shall also bind,
122 apply to and run in favor of "their respective successors in interest, heirs, executors, administrators or personal represen-
123 tatives" as fully as if said quoted words were inserted after the words "Lessor" and the "Lessee" wherever they appear
124 herein, and the Lessor covenants that the Lessee on paying the rent and additional rent reserved and performing all the
125 covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the demised premises, pro-
126 vided, however, that no eviction of the Lessee by reason of the foreclosure of any mortgage now or hereafter on the de-
127 mised premises shall be construed as a breach of this covenant, nor shall any action by reason thereof be brought against
128 the Lessor; and further provided that this covenant shall bind and be enforceable against Lessor only so long as said
129 Lessor is the owner of the fee of the land and building of which the demised premises are a part.

130 The Lessee will indemnify and save harmless the Lessor of and from all fines, suits, claims, demands and actions
131 of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part
132 of the Lessee. The Lessee will indemnify, protect and save harmless the Lessor herein, from any loss, cost, damage, or
133 expense caused by injuries to persons or property, while in, on, or about said premises herein leased, and any and all
134 property of said Lessee which may be located or stored either in the demised premises, or the building of which the de-
135 mised premises form a part shall be at the sole risk of said Lessee.

136 The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants,
137 of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the
138 future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the
139 Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach.
140 and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing,
141 and assigned by the Lessor.

142 Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture in-
143 curred, whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no event
144 a tenancy from month to month, or from year to year.

Approval
of Owner
145 Lessor, in consideration of the services rendered by NELSON WEAVER REALTY CO., as agent of Lessor in leasing
146 said premises to Lessee, does hereby authorize said NELSON WEAVER REALTY CO., its successors or assigns, to collect
147 and receipt for the rents payable hereunder during the entire term hereof and any renewals or extensions of the within
148 lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's successors or assigns,
149 and hereby agrees to pay to the said NELSON WEAVER REALTY CO., its successors or assigns, for the services
150 rendered in effecting this lease or any renewal, extension or re-leasing as above provided, in amount equal to five (5%)
151 per cent of all rents paid by virtue thereof, whether or not effected by NELSON WEAVER REALTY CO or any other
152 person, firm or corporation, or whether or not said rent is paid direct to NELSON WEAVER REALTY CO., its
153 successors, or assigns, payment of said commissions to be made as and when rents are received by the Lessor or its successors
154 or assigns, and the said NELSON WEAVER REALTY CO., its successors or assigns, shall be entitled to said commission
155 from the present Lessor, the Lessor's personal representatives, heirs, successors, assigns, or grantees in title of the property
156 herein described, and the same shall be a charge upon the land, tenements and hereditaments herein described.

Further
Terms
and
Condi-
tions
Made a
Part of
This
Lease

Lessee at anytime between November 1, 1960 and October 31, 1961 shall have the right
to purchase this property for a price of \$35,000.00, in addition thereto, the Lessee
will pay Lessor for the cost of improvements, same being set out in this lease. In
the event Lessee exercises this right to purchase, he will receive a credit of 90%
of the rents paid to Lessor to apply on the purchase price. Purchase shall include
all property owned by Lessor in this tract comprising approximately 16 acres.

Lessor agrees to make the following improvements to leased property as soon as possible:

- (1) Erect outside walls to building, masonry construction.
- (2) Concrete floors to be installed with a thickness of 4" except in an area of
20' by 50', this to be 6" thick. This area will be designated by Lessee.
- (3) Partition an office 20' by 30'.
- (4) Install two bath rooms, water closet and lavatory in each.
- (5) Windows and doors to be installed in walls, places to be designated by Lessee.

The covenants, conditions, and agreements contained in this Lease shall bind and insure to the benefit of the Lessor and
the Lessee and their respective heirs, executors, administrators, successors, and, except as otherwise provided in lines 104 to 106
hereof inclusive, their assigns.

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this..... 28

day of..... July....., 1960

Witness for Lessee:

Panel Wall Products Company &
Robert E. Jones, & George Cruik,
Personally..... (Lessor)
NELSON WEAVER REALTY CO., Agents

Carlton Thomas Inc.,

By..... Frank L. Bozeman, Jr.,
Panel Wall Products Company

BY:..... Robert E. Jones, Lessee President

BY:..... George Cruik, Personally (L. S.)
Robert E. Jones, Personally.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON.....
Witness for Lessee:.....
RECORDED & \$..... MTG. TAX
& \$5.52 TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Foulkes
JUDGE OF PROBATE