

3715

LEASE OF ONE ACRE OF LAND:

STATE OF ALABAMA,
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That in and for the consideration of One Hundred Dollars, to the undersigned Lessors, Jesse F. Nivens and wife Bertha Nivens, in hand paid by Les M. Pate and wife Agnes Pate, the receipt whereof is hereby acknowledged, we, the said Jesse F. Nivens and Bertha Nivens do hereby lease unto the aforesaid Les M. Pate and Agnes Pate for the duration of their lifetime One Acre of land described as follows:

Beginning approximately 100 feet from the South-East corner of the present home of the said Jesse F. and Bertha Nivens at an iron stake and running in West-South Westerly direction seventy (70) yards, thence in a South-Southeasterly direction Seventy (70) yards, thence in an Easterly direction seventy (70) yards, thence in a North-Westerly direction seventy (70) yards to point of beginning, containing one acre, and being a part of the South-east quarter (SE $\frac{1}{4}$) of the South-east quarter (SE $\frac{1}{4}$) Section 28, Township 19, Range 1-West. The beginning point is approximately 100 feet from the South East corner of above mention home, in a South Easterly direction.

Rights & Priveleges are granted to the aforesaid Les M. Pate and Agnes Pate by the aforesaid Jesse F. Nivens & wife Bertha Nivens, to make any and all improvements to, or on said described property as they may desire. They may build a home, park a house trailer, and build any out-buildings they may desire, and have full rights and control of said land leased from the aforesaid Jesse F. & Berth Nivens, during the lifetime of Les M. & Agnes Pate. Parties are granted privilege to use a dug well located on other than the land leased from which to get water. This well located on land of Jesse F. & Bertha Nivens.

The terms of this Lease, which is understood by all parties concerned, are that at the death of the said Les M. & Agnes Pate, this Lease becomes null and void, and all rights of said propert shall revert back to Jesse F. & Bertha Nivens and or, to their heirs, Mrs. Mary N. Wooley (Daughter) and Kerry R. Nivens (son).

This is a survivorship Lease—that in the death of either party, then the survivor shall have all rights and privileges set out above.

WITNESS whereof we have hereunto set our hands and seals this the 24 day of April 1963.

Jesse F. Nivens (Seal)
Jesse F. Nivens
Bertha N. Nivens (Seal)
Bertha N. Nivens

State of Alabama
Shelby County.

I, E. H. Payne, a notary public, in and for said County, in said State hereby certify that Jesse F. Nivens & Bertha Nivens whose names are signed to 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 and official seal this the 24 day of April 1963

My commission expires May 17th, 1966.

E. H. Payne
Notary Public

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/10/63
RECORDED & \$... TAX
& \$... DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
C. M. ...
JUDGE OF PROBATE