

2875

SUB-LEASE AGREEMENT

WHEREAS, in the 15th day of March 1961, PARKER-JONES ENGINEERING CO., INC. entered into a lease agreement with DR. W. J. MITCHELL wherein they agreed to lease from said DR. W. J. MITCHELL the building described in said lease, which is attached hereto and made a part of this instrument.

WHEREAS, PARKER-JONES ENGINEERING CO., INC. entered into an agreement with W.R. COBB and MRS. C. DELLE DAVIS COBB wherein they agreed to sub-lease to them the building described in said lease above described for the remainder of the term thereof and said sub-lessees are to have all of the rights, privileges, advantages and liabilities of the said PARKER-JONES ENGINEERING CO., INC. under the terms and conditions of said original lease.

THEREFORE, in consideration of the sum of \$10.00, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, PARKER-JONES ENGINEERING CO., INC. does hereby let and lease to W.R. COBB and MRS C. DELLE DAVIS COBB the above described building in the city of MONTVALLO, ALABAMA, for the entire remaining portion of said lease from DR. W. J. MITCHELL, attached hereto, and said sub-lessees are hereby transferred and assigned all the rights, title, equity and privileges that assignor owns and possesses by virtue of said MITCHELL lease agreement, including all rights of renewal and all options to renew, and as a part of said consideration, the undersigned W. R. COBB and MRS. C. DELLE DAVIS COBB do hereby assume and agree to pay all of the rental set forth in said lease according to the terms and conditions thereof, and to carry out and comply with all restrictions, limitations and obligations set forth in the said lease attached hereto. FURTHER, said W. R. COBB AND MRS. C. DELLE DAVIS COBB agree, that in the event they breach any of the conditions of said lease attached hereto, that they will, on written demand, deliver up to said PARKER-JONES ENGINEERING CO., INC. said property described in said lease agreement attached hereto, and PARKER-JONES ENGINEERING CO., INC. reserves the right to cancel this sub-lease by giving to sub-lessees 15 days written notice of their intention to cancel said sub-lease, HOWEVER, nothing in said cancellation shall relieve said sub-lessees of their obligation assumed by them under this instrument.

SAID SUB-LESSERS further agree to secure a liability insurance policy with \$100,000.00—\$300,000.00—\$100,000.00 limits with a reputable insurance company, insuring against accidents that might involve lessors or lessees in said lease attached hereto in litigation and possible loss.

EXECUTED IN DUPLICATE this the _____ day of _____, 1961.

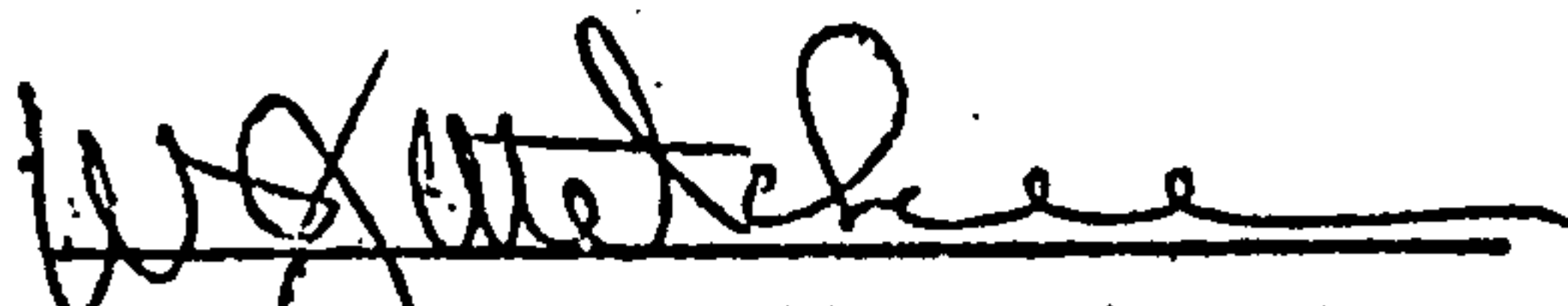

W. R. COBB


MRS C. DELLE DAVIS COBB

PARKER-JONES ENGINEERING CO., INC.
SUB-LESSOR


President

APPROVED BY


DR. W. J. MITCHELL

STATE OF ALABAMA,
JEFFERSON COUNTY.

THIS LEASE, made this

15

day of

March, 1961

by and between

Shelby

H. W. G. Mitchell, Montevallo, Ala

(Party of the first part, hereinafter called "Lessor")

(Party of the second part, hereinafter called "Lessee.")

WITNESSETH: That the LESSOR does hereby lease and rent unto the LESSEE the following described premises, in

the City of Birmingham, viz:

One block 2 1/2 x 80' located on S.E. corner of
Main & North Boundary St -
Business House

for occupation and use as

and not otherwise

for and during the term of

, to-wit.

From the

15

day of

March 1961

to the

15

day of

March 1971

1971

IN CONSIDERATION WHEREOF, the LESSEE agrees to pay to said Agents for said LESSOR, AT THEIR OFFICE, in Montevallo, Alabama, on the FIRST DAY OF EACH MONTH of said term, in advance, as rent for the premises herein leased, the sum of \$75.00 per month. Dollars (\$75.00) per annum.

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

1. The Lessor covenants to keep the Lessee in possession of said premises during said term, provided, however, that the Lessor
2. shall not be liable for the failure or inability of the Lessee to obtain possession thereof unless such failure or inability be due solely
3. to the acts of the Lessor.
4. Nothing herein contained shall be construed as a warranty that said premises are in GOOD CONDITION or FIT or SUIT-
5. ABLE for the use and purposes for which they are hereby let.
6. The Lessor shall not be REQUIRED to make any repairs or do any work on or about said premises or any part thereof, or
7. on any premises connected therewith, but not hereby leased, unless and only to the extent hereinafter set out. However, the Lessee
8. hereby gives the Lessor, or said Agents, the right to enter said premises at any reasonable hour to make such repairs and to do
9. such work on or about said premises as Lessor may be lawfully required to make, or deem necessary. The Lessee hereby gives the
10. Lessor, or said Agents, the right to VISIT and INSPECT said premises at all reasonable times and to show said premises to prospec-
11. tive tenants or purchasers, and to display "For Rent" and "For Sale" signs on or about said premises at any time.
12. The Lessee herein agrees NOT to make any ALTERATIONS in said building or premises, or on about any premises connected
13. therewith, but not hereby leased, nor to paint upon or attach any signs, wires or other material, other structure, apparatus or
14. radio antennae without the written consent of the Lessor, or said Agents.
15. The Lessee further agrees with the Lessor: That light housekeeping shall not be permitted or suffered in said premises and
16. that only the kitchen shall be used for cooking without the written consent of said Lessor or his agents, that the Lessee will
17. replace all glass broken and keys lost or broken, if, and when broken and lost, will pay all bills for water, gas and elec-
18. tricity used on or about said premises to take good care of said premises, commit no waste of property or permit same to
19. be done, and to keep in good condition all water closets, lavatories, fixtures and other plumbing and all electrical wires and fixtures,
20. and to clear all sewers that may become stopped; that Lessee will promptly repair and make good all injury or damage to said
21. premises caused by the Lessee, members of Lessee's family, or any other person or persons on or about said premises, and that
22. failing so to do the Lessor, by giving five days notice to the Lessee, may repair and make good the same at the cost of the Lessee,
23. and such cost shall be considered as additional rent for said premises, secured by landlord's lien, and that the Lessee will pay the
24. Lessor on the first day of the month following the month in which the same were incurred by the Lessor; that the Lessor shall
25. have a lien upon all goods, furniture and effects and fixtures of the Lessee on said premises, or to be placed thereon during said
26. term, for the rent for the full term hereof and for any other amounts owing or accruing hereunder, in addition to the statutory
27. landlord's lien.
28. In the event the Lessee fails to pay any one or more of said installment or rent, or any other amount owing or accruing here-
29. under, as and when due, or if the Lessee removes, or attempts to remove, or permits to be removed from said premises, without
30. the written consent of the Lessor or his agents, any of the goods, furniture, effects or other property of the Lessee brought thereon,
31. without first paying in full all rent herein reserved for the entire term, or if an execution or other legal process is levied upon
32. said goods and chattels, or upon the interest of the Lessee in this lease, or if a petition in bankruptcy is filed by or against
33. 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
34. Lessee uses or permits any part of the premises to be used for any immoral, illegal or purpose prohibited by State, County, City or
35. 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,
36. or if the Lessee vacates before the expiration of said term without the written consent of the Lessor or his agents, or if the Lessee
37. fails to allow Lessor, or Agents, to show said premises, or if Lessee violates any of the other terms, conditions or covenants
38. herein contained, then, and upon the happenings of any one or more of said events, Lessor or his agents may, at their option,
39. mature and make due and payable, all rent reserved herein, immediately upon giving written notice to said Lessee. The Lessor or his
40. agents may, whether the above option is exercised or not, terminate this lease upon the happenings of any one or more of the
41. above events, and may upon giving twenty-four hours written notice to Lessee terminate this lease, re-enter, take possession and re-let
42. said premises. The said rights of the Lessor or his agents to mature said rents and to terminate this lease, as above provided,
43. 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
44. 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
45. hereunder shall bar the recovery of rent or damages for breach of any of the terms, conditions or covenants on the part of the
46. Lessee herein contained. The receipt of rent after breach or condition broken shall not be deemed a waiver or forfeiture or a waiver
47. of the right of the Lessor or his agents to terminate said lease, to re-enter or re-let said premises.
48. If the Lessee vacates said premises before the expiration of said term, without the written consent of the Lessor or his agents,
49. 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
50. such re-entry and re-letting shall not discharge the Lessee from any liability for rent nor from any of the terms, conditions or
51. covenants of this lease; and the Lessee shall make good to the Lessor the difference, if any, between total as provided in the within
52. contract and the total rental collected and remitted from such sub-contract or tenants.
53. Lessor may terminate this lease upon the expiration or termination of any terms for which Lessor or his agents may re-let the
54. same as Agent of the Lessee, by giving two days notice therefor to the Lessee in writing.
55. The Lessee shall not under-lease, sub-let or sub-rent said premises, or any part thereof, or transfer or assign within lease, with-
56. out the written consent of the Lessor or his agents. Each transfer and assignment, and each sub-letting or renting of said premises,
57. unless the written consent of the Lessor or his agents be first obtained, shall be and is null and void, at the option of the Lessor or
58. his agents. It is expressly understood and agreed that the Lessee is NOT RELEASED from any liability for rent or from any of the
59. conditions and covenants of the within contract when so transferred.
60. THIS LEASE SHALL BECOME NULL AND VOID in the event the said building should be entirely destroyed or rendered
61. entirely unfit or incapable of being used for the purpose for which the same is hereby let, by fire or other casualty, beyond the con-
62. trol of the Lessee, Lessee's family or other occupants of within leased premises, or in the event said building should be condemned
63. and the Lessor or his agents be forced to tear down and remove said building by the State, County or City authorities, and the lia-
64. bility of the Lessee for the rents thereafter accruing hereunder shall cease upon the happening of either of said events and such con-

65. demnation by said authorities, destruction or injury shall operate as a cancellation of this lease and Lessee shall thereupon at once
66. give up possession without further notice from Lessor or Agents, surrender possession of said premises to the Lessor or his agents,
67. and rent shall be payable only to the time of said surrender.
68. If said premises are so injured by fire, rain, wind or earthquake as to render the same partially untenable or partially unfit
69. for the use or purpose for which the same are hereby let and are repairable within a reasonable time after written notice of said
70. 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
71. within said time, and the rent during said time shall be reduced in the proportion that said premises in said untenable or unfit
72. condition bears to said premises in their condition before said injury, provided, however, that in the event Lessor or his agents
73. fail to commence said repairs within thirty days after Lessee shall notify Lessor or his agents of such injury, this lease may be termin-
74. ated by Lessee by written notice at any time after the expiration of said thirty days, and before repairs are commenced by Lessor
75. or his agents.
76. It is expressly understood and agreed that the Lessor or his agents are in no wise responsible for any damage that may accrue
77. caused by repairing, restoring, or rebuilding said premises as above provided; nor shall the Lessor or his agents be liable for any
78. damage caused by or growing out of any breakage, leakage, getting out of order, or defective conditions of any pipes, toilets, plumb-
79. ing, electric wires, or fixtures, gas pipes, fixtures, apparatus, or connections, or any of them, or caused by or growing out of any
80. defects in said premises, or any part thereof, or by fire, wind, rain or other cause, or during the repairing, alteration, or construc-
81. tion thereof.
82. The Lessee further agrees that, upon the termination or expiration of the within lease, to surrender quiet and peaceable posses-
83. sion of said premises in the good order as at the commencement of said term, and notice so to do is hereby waived. It is further
84. understood and agreed that if the Lessee shall continue in possession of any part of said premises after the expiration of the afore-
85. said term without the written consent of Lessor or his agents, then this lease, at the option of the Lessor or his agents, shall continue
86. in full force until the next succeeding September thirtieth, with all conditions, covenants, and terms herein set forth except that the
87. rental of said premises shall be DOUBLE THE AMOUNT herein fixed.
88. The Lessee hereby agrees that any written notice addressed to him in care of the premises herein leased or left on leased prem-
89. ises shall be legal notice the same as if personally served.
90. The Lessee agrees to pay the Lessor or his agents a reasonable attorney's fee in the event of the employment of an attorney
91. to collect any rents, damages, or amounts that may become due by the Lessee under the within contract, or to file and prosecute a
92. suit against Lessee or one holding under this lease for unlawfully withholding possession of said premises, or to protect the interest
93. 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
94. 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
95. contained. In order to further secure prompt payment of said rents, or any other amounts, as and when the same mature, and the
96. faithful performance by the Lessee of all and singular the terms, conditions, and covenants on the part of said Lessee herein con-
97. tained, and all damages and costs that the Lessor or his agents may sustain by reason of the violation of said terms, conditions, or
98. covenants of any of them, the Lessee does hereby waive any and all right to claim or have any personal property of the Lessee ex-
99. empt from levy or other legal process under the Constitution and Laws of the State of Alabama or any other State of the United
100. States.
101. The Lessor hereby reserves the right to cancel this lease by giving the Lessee 30 days' written notice prior to such cancellation in
102. event a sale is made of within leased premises.
103. PERSONAL INJURY: As a part of the consideration hereof, the Lessee hereby covenants and agrees to hold the Lessor, the
104. Lessor's Rental Agents and the Servants and Employees of either, free and harmless from any and all liability for claims for dam-
105. ages, or other claims, for personal injury, or death, sustained by Lessee, or sustained by any other person, while on the leased prem-
106. ises or adjacent thereto during the term of this lease as the result of the negligence, or other conduct, of the Lessor, or of the Lessor's
107. Servants, Agents or Employees.
108. The Lessee will pay all sewer rents or charges becoming due during the term of this lease and chargeable against the leased
109. premises, levied under authority of Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949, as soon as such
110. charges become due. If the tenant fails to pay such sewer rental charges as soon as they become due, the Lessor may at the option of
111. the Lessor, pay such sewer rents or charges and any such item so paid by the Lessor shall bear interest from date of payment by the
112. Lessor to the date of repayment by the Lessee at six percent (6%) per annum, and shall become a part of the rent due under the
113. lease, in addition to the regular rental charge. Any failure of the tenant to pay the assessment or to repay the landlord for such
114. sewer rent or charges shall be a default in the payment of rent called for by this lease.
115. Neither the lessor nor his agents warrants or represents that the premises herein described conform to the requirements of
116. the City Laws, and, it is distinctly understood and agreed that the lessor, at his option, may void this lease in event that the
117. said City demands any repairs or improvements other than those set forth in this lease.
118. IN TESTIMONY WHEREOF, we have hereunto set our hands, in duplicate, the day and year first above written.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8/2/64
RECORDED & S. TAX
& S. DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
C. M. J. J. J.
JUDGE OF PROBATE

APPROVAL OF OWNER

The property described in within contract is owned by the undersigned who hereby ratifies and approves the execution of
within lease by Agents, and in consideration of the securing of said tenant the
undersigned agrees for himself, his heirs and assigns the said Agents, their heirs,
successor or assigns shall have during the term of this lease, or any renewal, extension or re-leasing thereof, the right to collect
all rents due thereunder and to retain a commission of for such service, and hereby agrees to notify any
purchaser, before closing trade for purchase of within property, of the existence of within contract and to make sale subject
to said contract.

W. J. Mitchell (L. S.) Lessor.
By Parker-Jones Eng. Co. (L. S.)
(Tenant Sign Above) Lessee.
Parker-Jones Eng. Co. (L. S.)
(Tenant Sign Above) Lessee.
W. J. Mitchell (Owner)

BOOK 229 PAGE 578
LEASE

Montevallo, Ala	FROM	W. J. Mitchell
used by Wm & M. Bandy	FOR	Business House
RESIDENCE, SMALL STORES and APARTMENTS	TO	Parker-Jones Eng Co
		804 E. 1st St, Prichard
	Dated	8-15-61
	Begins	Nov 15-1961
	Expires	Nov 15-1971
	Red Landlord Register	
	Red Tenants Register	
	Made	
	Red Expiration Register	