

STATE OF ALABAMA)
SHELBY COUNTY)

6160

THIS LEASE, made this 22nd day of August, 1964, by and between Ernest James Ford and wife, Arie R. Ford, Party of the first part, hereinafter called "Lessor", and O. C. Farris, Party of the second part, hereinafter called "Lessee".

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

One acre located on property owned by the LESSOR in the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter Section 22, Township 22, Range 2 West, said one acre to be leased described more particularly as follows: Commence at a point 30 feet East of a branch crossing said Base Line in the Southeast portion of LESSOR'S property, run thence 210 feet East parallel with said Base Line, thence turn an angle 90 degrees to the left and run thence North 210 feet to a point, thence turn an angle 90 degrees to the left and run thence West 210 feet to a point, thence turn an angle 90 degrees to the left and run thence South 210 feet to the point of beginning containing one acre.

for occupation and use as a cesspool lake or sewage drainage lagoon and not otherwise for and during the term of twenty years, to-wit: From the 1st day of January, 1965, to the 1st day of January, 1985.

IN CONSIDERATION WHEREOF, the LESSEE agrees to pay to said LESSOR, in Calera, Alabama, on the FIRST DAY OF EACH YEAR of said term, in advance, as rent for the premises herein leased, the sum of One Hundred Dollars (\$100.00) per annum.

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

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 good order as at 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 January first, with all conditions, covenants, and terms herein set forth.

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.

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 amounts 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.

IN TESTIMONY WHEREOF, we have hereunto set our hands, in duplicate, the 22 day of August, 1964.

WITNESS:
Julia L. Farris & Ernest James Ford (L.S.)
Julia L. Farris & Arie R. Ford LESSOR (L.S.)
Julia L. Farris & O.C. Farris LESSOR (L.S.)
LESSEE

STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED ON 8/22/64 RECORDED & INDEXED 8/22/64 PD. ON 8/22/64

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