

4885

STATE OF ALABAMA

SHELBY COUNTY

LEASE

THIS AGREEMENT, made in triplicate this first day of July 1965, by and between Melford O. Cleveland, Mrs. Grover L. Cleveland, Miss Carrie Head, and Miss Sarah Head, hereinafter called the lessors, and W H. Edwards, hereinafter called the lessee subject to the following terms and conditions all of which are expressly made material parts hereof:

W I T N E S S E T H

1. That the lessors lease to the lessee that certain small parcel of land lying south of the Montevallo-Centerville State Highway No. 25 located on what used to be the State Highway right-of-way. The tract is more particularly described as a parcel of land approximately 30 yards square lying just South of the fork of the Montevallo-Centerville and Montevallo Randolph roads on the same side of the roads as the W. H. Edwards property.
2. Lessee shall have the right to ditch and grade the said property.
3. The terms of this lease shall be for five years with renewal by mutual consent of the parties. The rental for this lease shall be one dollar and other good and valuable consideration.
4. Lessee shall indemnify and hold harmless the lessors for negligence of the lessee or negligence of the lessors on the property which result in causes of action being brought against the lessors.
5. It is agreed that this lease and the interest of the lessee hereunder shall not, without the written consent of the lessors first had and obtained, be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by the said lessee, and that this lease, and all the rights of the lessee hereunder, shall, at the option of the said lessors, cease and terminate upon said lessee being by any court adjudged a bankrupt or an insolvent person, or upon said lessee making an assignment for the benefit of creditors.

6. This lease is personal to the lessee and shall become void upon its attempted transfer to any other person without the express written consent of the lessors.

7. Lessee shall not permit a nuisance to exist on any of the property embraced by this agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals in triplicate this 1 day of July, 1965.

Witness

Mary E. Hester

Elizabeth E. Hester

Adeline C. Hester

Mrs. Mamie K. Gumblock

Adeline C. Hester

Mrs. Mamie K. Gumblock

Adeline C. Hester

Mrs. Mamie K. Gumblock

James H. Edwards

B. E. Sherrer

Melford D. Cleveland
Melford D. Cleveland, Lessor

Mrs. Grover L. Cleveland
Mrs. Grover L. Cleveland, Lessor

Carrie Head
Miss Carrie Head, Lessor

Sarah Head
Miss Sarah Head, Lessor

W. H. Edwards
W. H. Edwards, Lessee

STATE OF ALA. JUDICIAL CO.
I CERTIFY THAT THIS INSTRUMENT
WAS FILED FOR RECORD
JUL 2 1965
RECORDED
& INDEXED
FBI

BOOK 236 PAGE 403