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LEASE

STATE OF ALABAMA
SHELBY COUNTY

This lease made this 23rd day of Oct, 1967, by and between Cecil Wells and wife, Myrtle Wells, parties of the first part, hereinafter called the lessors, and T. O. Tucker, party of the second part, hereinafter called the lessee;

WITNESSETH:

That the lessors do hereby rent and lease unto the lessee for five (5) years beginning November 1, 1967, with the option to renew said lease for an additional five (5) year period at a rental of \$100.00 a month for the second five-year period, provided the lessee gives the lessors 60 days notice in writing of his intention to renew the lease before the expiration of the same; said lease to cover the following described premises:

Lots 1 and 2 in Block 9 according to J. H. Dunstan's survey of the town of Calera, Alabama, together with a tin warehouse 60' x 30' situated thereon, said lots being situated on the west side of the Montgomery Highway and north of the spur track connecting the Southern and L & N Railroad and south of Woodline Avenue in the town of Calera, Shelby County, Alabama;

and lessors covenant to keep the lessee in possession of said premises during said term or any renewal thereof.

In consideration whereof, the lessee agrees to pay the lessors as rent the sum of \$75.00 a month, payable monthly in advance, the first payment being due on November 1, 1967, and monthly thereafter during the term of this lease. Should the lessee fail to pay the rent as it becomes due as aforesaid or violate any other condition of this lease, the lessors shall then have the right at their option to reenter said premises and annul this lease. And in order to entitle the lessors to reenter, it shall not be necessary to give notice of the rents becoming due and unpaid, or to make any demand for the same, the execution of this lease, signed by the lessee which execution is sufficient notice of the rents being due, and of the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding.

Lessee agrees not to sublease said property nor transfer or assign this lease without the written consent of the lessors and lessee agrees to permit no waste of said property, but to take good care of the same and lessee agrees to maintain and keep the property in like good condition as the same is when this lease is executed and any additions or improvements he makes to the premises will become a part of the building and when this lease is terminated lessee agrees to surrender quiet and peaceable possession of said premises herein leased.

In the event of the employment of an attorney by lessors on account of violation of any of the conditions of this lease by the lessee, the lessee hereby agrees that he shall be taxed with said attorney's fee and as a part of the consideration of this lease, and for the purpose of securing to the lessors prompt payment of said rent as herein stipulated or any damage that the lessors may suffer, either by failure to surrender quiet and peaceable possession of said premises, as aforesaid, or for any damage whatever which may be awarded said lessors under this contract the said lessee hereby waives all right which they may have under the constitution and laws of the State of Alabama to have any of the personal property of the lessee exempt from levy or sale, or other legal process.

In Testimony Whereof, we have herunto set our hands and seals in duplicate this the 23rd day of October, 1967.

WITNESSES

Oliver Willis
James G. Huddy

LESSORS

Cecil Wells
Cecil Wells
Myrtle Wells
Myrtle Wells

LESSEE

Oliver Willis

T. O. Tucker
T. O. Tucker

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1967 NOV 13 AM 10:28
REC. BK. & PAGE AS SHOWN ABOVE
U.C.C. FILE NUMBER OR
JUDGE OF PROBATE
Cecil Wells