

STATE OF ALABAMA)
SHELBY COUNTY)

2842

LEASE



19710504000017490 1/6 \$.00
Shelby Cnty Judge of Probate, AL
05/04/1971 12:00:00 AM FILED/CERT

This lease made this 24th day of April, 1971, by and between Borinquen Farms, Inc., an Alabama Corporation, hereinafter called Lessor and John T. Maxwell, hereinafter called Lessee.

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises situated in Shelby County, Alabama:

All open land, pasture and crop land including the appurtenances thereunto, and one thereunto lying East of Shoal Creek and one field lying West of Shoal Creek containing thirty (30) Acres more or less; less and except a field across the proposed extension of Overland Road to Spring Creek Road, containing thirty (30) Acres more or less, all situated in the South one-half of Section 15, the Northeast quarter of Section 22, the Northwest quarter and the West one-half of the Southwest quarter of Section 22, The Southeast quarter of the Northeast quarter of Section 21, the Northeast quarter of the Southwest quarter and northwest quarter of the Southeast quarter of Section 22, all in Township 22, Range 3 West, subject to existing easements, if any, and regulatory laws and ordinances of the political subdivision which the property is situated, for use and occupation by the lessee as a farm, dairy farm, and livestock, and for no other or different use or purpose for and during the term of five (5) years beginning at the close of business the 24th day of April, 1971, and ending at the close of business on the 24th day of April, 1976. In consideration thereof, the lessee agrees to pay to the lessor, on the 13th day of each month as per assignment, attached hereto and marked "Exhibit A"

*See Subdivision of Lease Agreement
Spec Bk 2 Page 279 9-20-72*

See Term of Lease agree More Bk 12 Page 575 9-12-75

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REC-207
1971

as rent for said premises, the sum of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS PER month being at the rate of TWELVE THOUSAND AND NO/100 (\$12,000.00) DOLLARS per annum.

It is the intention of the Lessor and the Lessee that the farm be operated as a dairy farm and that the cropping system be planned primarily to provide for an ample supply of pasture and roughage for the livestock on the farm.

The Lessor agrees to keep the houses for the tenants in a suitable living condition, the barn in a safe condition, to properly house crops and livestock, and the milkhouse, stables, and water supply to meet the requirements of the market, or other markets mutually agreed upon.

The Lessee agrees to operate the farm in a husband-like manner, plant crops in good season and care for them properly.

To take proper care of the lessors property, to make every reasonable effort to keep buildings, fences, and other improvements in good repair, prevent erosion, conserve soil fertility, prevent weeds from ripening seeds, and keep the premises tidy and neat.

To keep such accounts as are necessary to show clearly all farm transactions.

Lessor reserves the right to clean out loafing shed and to use the manure from said loafing shed.

Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect in said buildings, or its equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in said premises, or caused by or growing out fire, rain, wind, leaks seepage or other causes.

Lessee agrees to maintain the farm, barn, milk house, stables and water supply according to standards set by the Health Department for the State of Alabama.

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It is agreed and understood by the parties hereto that this lease is one of three leases executed in duplicate simultaneously for the dairy herd, the farm machinery and equipment, and the premises and if the Lessee shall make default in any covenant or agreement contained in any of the leases and such default shall continue for a period of ten (10) days the Lessor may, at his option, terminate all leases by written notice of not less than five (5) days; Provided, however, the Lessee shall have ten (10) days after receipt of said written notice of default to correct said default.

IN WITNESS WHEREOF, the Lessee and Lessor have respectively executed these presents this 29th day of April, 1971.

BORINQUEN FARMS, INC.

BY: William B. Surface
William B. Surface-President

ATTEST:

June C. Surface
Secretary

John T. Maxwell
John T. Maxwell Lessee

BOOK 237 PAGE 543

A S S I G N M E N T

April 24, 1971 DATE

I, John T. Maxwell,

am indebted to Borinquen Farms, Inc. in the amount of \$ 87,000.00 and do hereby assign and set over unto the said Borinquen Farms, Inc., as Assignee, the sum of \$ 1,450.00 per month from the proceeds of milk I market through the Associated Milk Producers, Inc. Montgomery, Alabama,

The first payment is to be made on or before the 25th day of May, 19 71, from the ~~preceding~~ month's advance production and I direct the said amount to be paid each month to the said Assignee by Associated Milk Producers, Inc. until the total amount due will have been paid to the Assignee until notice of termination signed by both the Assignor and the Assignee will have been given.

If for any reason I should market my milk through any other company or association other than the aforesaid, these presents shall be a notice to such subsequent company or association of this assignment and such subsequent company or association shall have the same authority as the association or company aforesaid.

In the event one of the assignments which takes precedence over this assignment is covered by a trust deed or mortgage in favor of F.H.A. or other government agencies, than the terms of each instrument as to assignment. In no event shall the company or association to which these presents are delivered assume any responsibility hereunder other than compliance with the specific terms hereof.

Previous assignments of \$ None have priority over this assignment.

ACCEPTED:

BY:

TITLE

ASSIGNOR

ASSIGNEE

BOOK 267 PAGE 510

Exhibit "A"



19710504000017490 5/6 \$.00
Shelby Cnty Judge of Probate, AL
05/04/1971 12:00:00 AM FILED/CERT

A S S I G N M E N T

April 24, 1971 DATE

I, John T. Maxwell,
am indebted to Borinquen Farms,
Inc. in the amount of \$ 48,780.00 and do hereby
assign and set over unto the said Borinquen Farms, Inc.,
as Assignee, the sum of \$ 2,439.00 per month from the
proceeds of milk I market through the Associated Milk Producers, Inc.,
Montgomery, Alabama,

The first payment is to be made on or before the 13th
day of June, 1971, from the preceeding month's
production and I direct the said amount to be paid each month to the
said Assignee by Associated Milk Producers, Inc.
until the total amount due will have been paid to the Assignee until
notice of termination signed by both the Assignor and the Assignee
will have been given.

If for any reason I should market my milk through any other
company or association other than the aforesaid, these presents shall
be a notice to such subsequent company or association of this assignment
and such subsequent company or association shall have the same authority
as the association or company aforesaid.

In the event one of the assignments which takes precedence
over this assignment is covered by a trust deed or mortgage in favor
of F.H.A. or other government agencies, than the terms of each instrument
as to assignment. In no event shall the company or association to which
these presents are delivered assume any responsibility hereunder other
than compliance with the specific terms hereof.

Previous assignments of \$ 87,000.00 have priority
over this assignment.

ACCEPTED:

BY: _____

TITLE _____

ASSIGNOR

ASSIGNEE

BOOK 267 PAGE 511



19710504000017490 6/6 \$.00
Shelby Cnty Judge of Probate, AL
05/04/1971 12:00:00 AM FILED/CERT

A S S I G N M E N T

April 24, 1971 DATE

I, John T. Maxwell,

am indebted to Borinquen Farms, Inc
in the amount of \$ 85,560.00 and do hereby
assign and set over unto the said Borinquen Farms, Inc.,
as Assignee, the sum of \$ 2,139.00 per month from the
proceeds of milk I market through the Associated Milk Producers, Inc.
Montgomery, Ala.

The first payment is to be made on or before the 13th
day of February, 1973, from the preceeding month's
production and I direct the said amount to be paid each month to the
said Assignee by Associated Milk Producers, Inc.
until the total amount due will have been paid to the Assignee until
notice of termination signed by both the Assignor and the Assignee
will have been given.

If for any reason I should market my milk through any other
company or association other than the aforesaid, these presents shall
be a notice to such subsequent company or association of this assignment
and such subsequent company or association shall have the same authority
as the association or company aforesaid.

In the event one of the assignments which takes precedence
over this assignment is covered by a trust deed or mortgage in favor
of F.H.A. or other government agencies, than the terms of each instrument
as to assignment. In no event shall the company or association to which
these presents are delivered assume any responsibility hereunder other
than compliance with the specific terms hereof.

Previous assignments of \$ 1,450.00 have priority
over this assignment.

ACCEPTED:

BY: _____

TITLE _____

ASSIGNOR

ASSIGNEE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1971 MAY -4 AM 11:54
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
JAMES H. PROCTOR
County Clerk