STATE OF ALABAMA)
SHELBY COUNTY)

2842

19710504000017490 1/6 \$.00 Shelby Cnty Judge of Probate, AL

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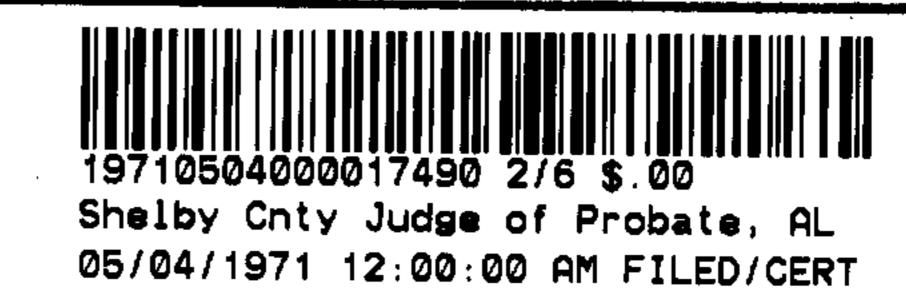
LEASE

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 I or different use or purpose for and during the term of five (5) Myears 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, 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"

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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 croping 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.

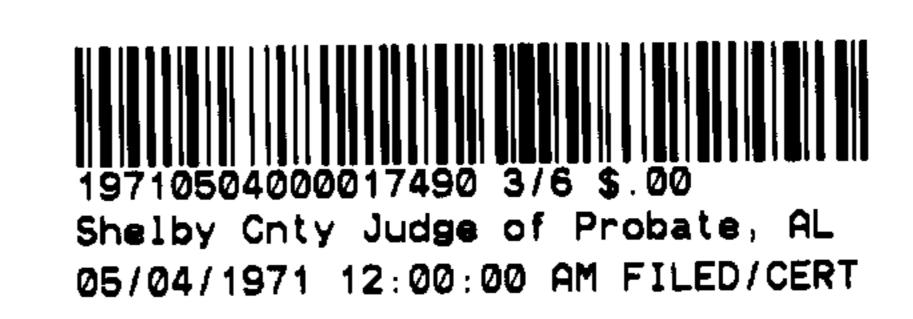
To take proper care of the lessors property, to make every reasonable effort to keep buildings, fences, and other improvements in good repair, prevent erosion, conserve soil fertility, prevent weeds from ripening seeds, and keep the premises tidy and neat.

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.



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-President

ATTEST:

Secretary Secretary

John T. Maxwell

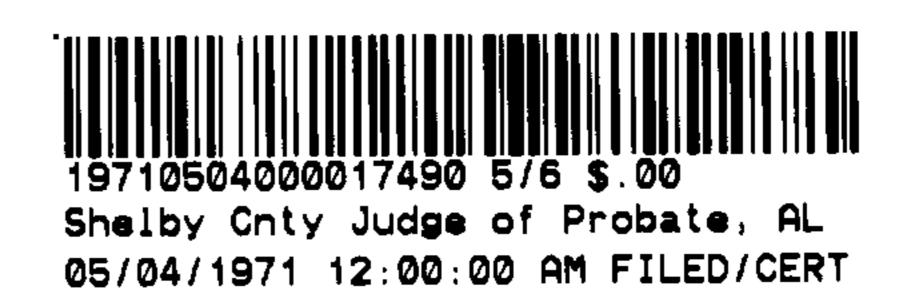
Lesse



A S S I G N M E N T

April 24, 1971 DATE
m indohted to Design
m indebted to Borinquen Farms, 87,000.00 and do hereby
end do hereby rinquen Farms, Inc.
per month from the
Associated Milk Producers, Inc.
ade on or before the 25th
om the xanasaskixxxxnonth's advance
to be paid each month to the
oducers, Inc.
en paid to the Assignee until
o Assignor and the Assignee
rket my milk through any other
foresaid, these presents shall
or association of this assignment
ion shall have the same authority
nments which takes precedence
ust deed or mortgage in favor
than the terms of each instrumen
e company or association to which
responsibility hereunder other
hereof.
have priority
ASSIGNOR
ASSIGNEE

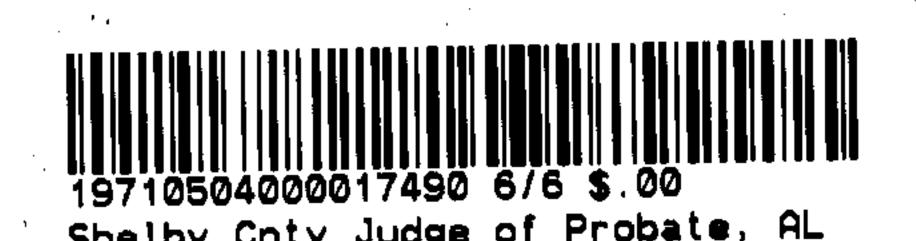
19710504000017490 4/6 \$.00 Shelby Cnty Judge of Probate, AL 05/04/1971 12:00:00 AM FILED/CERT



ASSIGNMENT

I, John T. Maxwell am indebtonc in the amount of \$ 48,780 ssign and set over unto the said Borinquen	
in the amount of \$ 48,780	00 and do hereby
ssign and set over unto the said Boringuen	Farms, Inc.
prignation of the matter para portugues.	
s Assignee, the sum of \$ 2,439.00	per month from the
roceeds of milk I market through the <u>Associ</u>	ated Milk Producers, Inc.
Montgomery, Alabama,	•
The first payment is to be made on o	or before the <u>13th</u>
ay of June , 1971, from the	preceeding month's
roduction and I direct the said amount to be	paid each month to the
aid Assignee by Associated Milk Producers,	Inc.
ntil the total amount due will have been paid	d to the Assignee until
otice of termination signed by both the Assig	gnor and the Assignee
ill have been given.	
If for any reason I should market my	y milk through any other
ompany or association other than the aforesat	id, these presents shall
e a notice to such subsequent company or asso	ociation of this essignment
nd such subsequent company or association she	all have the same authority
s the association or company aforesaid.	
In the event one of the assignments	which takes precedence
ver this assignment is covered by a trust dec	ed or mortgage in favor
f F.H.A. or other government agencies, than	the terms of each instrument
s to assignment. In no event shall the compa	any or association to which
hese presents are delivered assume any respon	nsibility hereunder other
han compliance with the specific terms hereof	f.
Previous assignments of \$ 87,000.00	have priority
ver this assignment.	
CCEPTED:	·

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05/04/1971 12:00:00 AM FILED/CERT

<u>ASSIGNMENT</u>

	APTIL 24, 1971 DATE
	I, <u>John T. Maxwell</u>
	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.
	gnee, the sum of \$ 2,139.00 per month from the
proceed	s of milk I market through the Associated Milk Producers, Inc.
	omery, Ala
	The first payment is to be made on or before the 13th
day of	Eebruary, 19734, from the preceeding month's
	ion and I direct the said amount to be paid each month to the
	signee by Associated Milk Producers, Inc.
	he total amount due will have been paid to the Assignee until
	of termination signed by both the Assignor and the Assignee
	ve been given.
	If for any reason I should market my milk through any other
company	or association other than the aforesaid, these presents shall
	tice to such subsequent company or association of this assignment
	a subsequent company or association shall have the same authority
	association or company aforesaid.
	In the event one of the assignments which takes precedence
over thi	ls assignment is covered by a trust deed or mortgage in favor
	. or other government agencies, than the terms of each instrument
	signment. In no event shall the company or association to which
	esents are delivered assume any responsibility hereunder other
	pliance with the specific terms hereof.
	Previous assignments of \$ 1,450.00 have priority
over thi	s assignment.
ACCEPTED	
3 */ •	ASSIGNOR STORES
	ASSIGNEE