

1969
STATE OF ALABAMA)

(S) Lessor shall L.E.A.S. Et his own expense all
COUNTY OF SHELBY)
materials for repairs to fences, buildings and structures

located THIS INDENTURE made this 9th day of January, 1975,
by and between Charles W. Mobley, party of the first part,
hereinafter referred to as Lessor, and Clifford Hershel Lansford,
party of the second part, hereinafter referred to as Lessee,

WITNESSETH:

1. The Lessor hereby leases and demises to the Lessee
the following described lands, situated in Shelby County,
Alabama, to-wit: 950 acres of farmland located near Harpersville, Alabama,
with the buildings and structures located thereon, being part of the following
described property: See attached Exhibit "A"
for use and occupation as farmland and for no other or different
use or purpose, to hold the same to the Lessee from the 1st day
January, 1975, for a term of five (5) years. In consideration
thereof, the Lessee agrees to pay to the Lessor a yearly rental
of Twelve Thousand (\$12,000.00) Dollars. Payment is to be made
on December 31st of each year, with the first payment to be
made on December 31st, 1975.

Provided, however, if during the term of this lease,
the Lessor shall sell any of said land, and the same be thereby
withdrawn from use and operation under this lease, the annual
rental shall be reduced at the rate of \$10.00 per acre of land
so sold and withdrawn, and if and when additional land is cleared
and taken in for use and operation under this lease, the annual
rental shall be increased at the rate of \$10.00 per acre of
land so cleared and taken in under this lease.

It is expressly understood and agreed that at all times
during the term of this lease, the Lessee shall be entitled
to the use of not less than 850 acres of land, and if land
is withdrawn from said lease, resulting in a reduction to less
than said 850 acres, then the withdrawn land shall be replaced
by other lands to the extent necessary to supply not less than
850 acres of land for Lessee's use.

2. Lessor and Lessee covenant as follows:

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Shelby Cnty Judge of Probate, AL
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(A) Lessor shall provide at his own expense all materials for repairs to fences, buildings and structures located on said demised premises.

(B) Lessee shall furnish all labor and/or costs of same required to make repairs referred to in sub-section (A) above.

3. Lessee covenants as follows:

(A) To pay the rents hereinabove set out on the days and in the manner aforesaid.

(B) Not to assign, underlet or part with the possession of any part of the premises without the written consent of the Lessor.

(C) Not to commit spoil or waste in any part of the premises.

(D) Not to use said land, or allow said land to be used for hunting and/or fishing, such rights being expressly excluded from this lease, and to assist in keeping said lands free of trespassers.

(E) To farm, cultivate, fertilize and manage the whole of the premises in a good and husbandlike manner, according to the most approved methods of husbandry followed in the area, and to keep the whole in good condition and not to allow any part of the lands to become impoverished, and to have the same at all times clean and free from weeds.

(F) And to yield up at the expiration of the tenancy upon giving 10 days written notice to Lessee terminate this lease, re-enter, take possession and re-let said premises and management as shall be in compliance with the covenants

IN WITNESS WHEREOF, the above named Lessor and Lessee have hereunto set their respective signatures, this 10th day of 1975.

4. Lessor hereby covenants that the Lessee paying the rental due hereunder and observing and performing the several covenants and stipulations herein on his part contained, shall peaceably hold and enjoy the demised premises during the said term, without any interruption or hindrance by the Lessor and/or any person rightfully claiming under him.



5. Lessee shall have the option to renew this lease

for an additional five year term, under the terms, conditions, rental amounts and/or rental amounts per acre to be agreed upon by the parties at the time said option to renew is exercised. Lessee shall give Lessor 60 days notice in writing of his intention to renew said lease prior to the expiration of this lease.

6. Where the context so admits, the terms "Lessor" and "Lessee" shall include their respective heirs, executors, administrators and assigns.

7. In the event Lessee fails to pay any one or more of said rent payments, or any other amount owing or accruing hereunder as and when due, or if an execution or other legal process is levied upon the goods and chattels located on said premises, or upon the interest of the Lessee in this lease, or if a petition in bankruptcy is filed by or against Lessee, or an assignment for the benefit of creditors is made by Lessee, or if a receiver of Lessee's property is appointed, or if Lessee uses or permits any part of the premises to be used for any purpose prohibited by State, County, City or Federal Laws, or if Lessee uses or permits the same to be used for any other purpose than for which the premises are hereby let, or if Lessee violates any of the other terms, conditions or covenants herein contained, then, and upon the happenings of any one or more of said events, Lessor or his agents may, at their option upon giving 10 days written notice to Lessee terminate this lease, re-enter, take possession and re-let said premises.

IN WITNESS WHEREOF, the above named Lessor and Lessee have hereunto set their respective signatures, this 7th day of

January, 1975.

WITNESS:

[Signature]
[Signature]

Charles W. Mobley LS
Lessor
Clifford D. H. [Signature] LS
Lessee

The SE 1/4 of NW 1/4; SW 1/4 of NE 1/4; S 1/2 of SW 1/4 and SW 1/4 of SE 1/4 of Section 3, Township 20 South, Range 2 East.

The SE 1/4 and E 1/2 of SW 1/4 of Section 4, Township 20 South, Range 2 East.

All of S 1/2 of SW 1/4 of Section 16, Township 20 South, Range 2 East, lying South of Highway # 76 right of way, EXCEPT tract belonging to Trustees of Klein Baptist Church as described in Deed Book 269 on Page 938 in Probate Office.

The SE 1/4; W 1/2 of NE 1/4 of Section 20, Township 20 South, Range 2 East, EXCEPT tract belonging to Scott Grove Baptist Church.

All of Fractional Section 21, Township 20 South, Range 2 East, that lies West of Coosa River.

W 1/2 of NW 1/4 and E 1/2 of SW 1/4 of Section 28, Township 20 South, Range 2 East.

The N 1/2 of NE 1/3 of Section 10, Township 20 South, Range 2 East.

E 1/2 of NE 1/4 and all that part of the SW 1/4 of NE 1/4 of Section 29, Township 20 South, Range 2 East, that lies Northeast of Yellow Leaf Creek.

All of E 1/2 of W 1/2 of Section 33, Township 20 South, Range 2 East, that lies North of Coosa River and South of Southern Railroad right of way.

All of E 1/2 of Section 33, Township 20 South, Range 2 East, that lies North of Coosa River and South of Southern Railroad right of way.

All that part of Fractional Section 34, Township 20 South, Range 2 East that lies South of Southern Railroad right of way and West of Coosa River.

EXCEPTING from above described lands the right of way of Highway #25 and Highway # 76.

EXCEPTING from above described lands 79.2 acres of land condemned by Alabama Power Company, which said condemned lands is described in Pending Suit Book 4 on Page 381, in Probate Office of Shelby County, Alabama.

This conveyance is made subject to lien for 1973 ad valorem taxes; all easements and rights of way for public roads and public and private utilities; easements or other interests in said property held or owned by Alabama Power Company; any outstanding mineral or mining rights or interests; rights of tenants in possession (rents for the current year to be prorated between Martha Anne Livingston and Grantee when collected, ___/12 to Livingston and ___/12 to Grantee).

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U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF PROBATE
Conrad M. Johnson

STATE OF ALABAMA, SHELBY COUNTY
I HEREBY CERTIFY THIS
INSTRUMENT WAS FILED
1975 JAN 10 PM 1:43
Filed Jan 6:00