

LEASE

STATE OF ALABAMA

SHELBY COUNTY

3212

This lease made this 24th day of March, 1975, by and between Mary Frances Carden, party of the first part, hereinafter called the Lessor, and Carol Stephenson, party of the second part, hereinafter called the lessee, WITNESSETH:

That the Lessor does hereby rent and lease unto the Lessee the hereinafter described premises for 15 years, beginning the 24th day of March, 1975. Said lease to cover the following described premises:

The North 50 feet of the following described property:
Begin at a concrete post on right-of-way of Interstate Highway No. 65, run South 24 feet to iron stake on the 40 line of NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, Township 21, Range 3 West; run East on 40 line 137 feet to the West side of right-of-way of South Central Bell Telephone Company; thence Northwest 185 feet to iron stake; thence West 50 feet to concrete post on right-of-way on Highway 65; thence run parallel with fence on right-of-way 129 feet to the point of beginning.

and Lessor covenants to keep the Lessee in possession of said premises during said term or any extension thereof.

In Consideration Whereof, the Lessee agrees to pay the Lessor as rent in advance the sum of \$25.00 per month, the first payment being due on the 24th day of March, 1975, and monthly thereafter during the term of this lease or any extension thereof. Should the Lessee fail to pay the rents as they become due as aforesaid, or violate any other condition of this Lease, the Lessor shall then have the right, at her option to reenter said premises and annul this lease. And in order to entitle the Lessor 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.

It is understood and agreed that the Lessee may terminate this lease at any time by giving the lessor 30 days written notice of her intention to terminate the same.

Lessee agrees not to underlease said property nor transfer or assign this lease without the written consent of the Lessor and Lessee agrees to permit no waste of said property, but to take good care of the same and when this lease is terminated to surrender quiet and peaceable possession of said premises, natural wear and tear excepted.



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It is understood and agreed that the Lessee leases said premises with all installations thereon as is and assumes full responsibility for lessee and her family for the use and occupancy of said premises as against all of which the lessee does hereby release, quit claim and forever hold the lessor harmless from any claims she or her tenants or any person occupying the same by and through said tenants as against the lessor.

In the event of the employment of an attorney by the lessor on account of violation of any of the conditions of this lease, by the lessee, the lessee agrees that she 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 Lessor prompt payment of said rents as herein stipulated or any damage that the Lessor 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 Lessor under this contract, the said Lessee hereby waives all right which she or 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 hereunto set our hands and seals this 24th day of March, 1975, in duplicate.

WITNESSES:

W. L. Conner

LESSOR

Mary Frances Carden
Mary Frances Carden

LESSEE

Carol Stephenson
Carol Stephenson

Eva D. Moore

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1975 MAR 25 AM 11:58
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JUDGE OF PROBATE
C. J. STEPHENSON