

4769

STATE OF ALABAMA, }  
 HANCOCK COUNTY. }  
 SHELBY

THIS LEASE, made this 27th day of April, 1976

by and between

Marie Taylor

(Party of the first part, hereinafter called "Lessor")

David Nicholas Cubero

(party of the second part, hereinafter called "Lessee".)

19760503000039240 1/2 \$.00  
 Shelby Cnty Judge of Probate, AL  
 05/03/1976 12:00:00AM FILED/CERT

WITNESSETH: That the LESSOR does hereby lease and rent unto the LESSEE the following described premises, in the City of ~~Childersburg~~, viz:

Wilsonville, Ala

Taylor's Restaurant, including building, equipment, and approximately 2 acres of land

for occupation and use as cafe

and not otherwise

for and during the term of One Year

to-wit.

From the 1st day of May, 1976 to the 30th day of April, 1977

IN CONSIDERATION WHEREOF, the LESSEE agrees to pay to said Agents for said LESSOR, AT THEIR OFFICE, in Childersburg, Alabama, on the FIRST DAY OF EACH MONTH of said term, in advance, as rent for the premises herein leased, the sum of One Hundred Seventy Five and No/100\*\*\* Dollars (\$175.00) per month, being at the rate of Two Thousand One Hundred and No/100\*\*\*\* Dollars (\$2,100.00) per annum.

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS, AND COVENANTS:

1. The Lessor covenants to keep the Lessee in possession of said premises during said term, provided, however, that the Lessor
2. shall not be liable for the failure or inability of the Lessee to obtain possession thereof unless such failure or inability be due solely
3. to the acts of the Lessor.
4. Nothing herein contained shall be construed as a warranty that said premises are in GOOD CONDITION or FIT or SUITABLE
5. for the use and purposes for which they are hereby let.
6. The Lessor shall not be REQUIRED to make any repairs or do any work on or about said premises or any part thereof, or
7. on any premises connected therewith, but not hereby leased, unless and only to the extent hereinafter set out. However, the Lessee
8. hereby gives the Lessor, or said Agents, the right to enter said premises at any reasonable hour to make such repairs and to do
9. such work on or about said premises as Lessor may be lawfully required to make, or deem necessary. The Lessee hereby gives the
10. Lessor, or said Agents, the right to VISIT and INSPECT said premises at all reasonable times and to show said premises to prospective
11. tenants or purchasers, and to display "For Rent" and "For Sale" signs on or about said premises at any time
12. The Lessee herein agrees NOT to make any ALTERATIONS in said building or premises, or on about any premises connected
13. therewith, but not hereby leased, nor to paint upon or attach any signs, wires or other material, other structure, apparatus or
14. radio antennae without the written consent of the Lessor, or said Agents.
15. The Lessee further agrees with the Lessor: That light housekeeping shall not be permitted or suffered in said premises and
16. that only the kitchen shall be used for cooking without the written consent of said Lessor or his agents, that the Lessee will
17. replace all glass broken and keys lost or broken, if, and when broken and lost, will pay all bills for water, gas and elec-
18. tricity used on or about said premises to take good care of said premises, commit no waste of property or permit same to
19. be done, and to keep in good condition all water closets, lavatories, fixtures and other plumbing and all electrical wires and fixtures,
20. and to clear all sewers that may become stopped; that Lessee will promptly repair and make good all injury or damage to said
21. premises caused by the Lessee, members of Lessee's family, or any other person or persons on or about said premises, and that
22. failing so to do the Lessor, by giving five days notice to the Lessee, may repair and make good the same at the cost of the Lessee,
23. and such cost shall be considered as additional rent for said premises, secured by landlord's lien, and that the Lessee will pay the
24. Lessor on the first day of the month following the month in which the same were incurred by the Lessor; that the Lessor shall
25. have a lien upon all goods, furniture and effects and fixtures of the Lessee on said premises, or to be placed thereon during said
26. term, for the rent for the full term hereof and for any other amounts owing or accruing hereunder, in addition to the statutory
27. landlord's lien.
28. In the event the Lessee fails to pay any one or more of said installment of rent, or any other amount owing or accruing here-
29. under, as and when due, or if the Lessee removes, or attempts to remove, or permits to be removed from said premises, without
30. the written consent of the Lessor or his agents, any of the goods, furniture, effects or other property of the Lessee brought thereon,
31. without first paying in full all rent herein reserved for the entire term, or if an execution or other legal process is levied upon
32. said goods and chattels, or upon the interest of the Lessee in this lease, or if a petition in bankruptcy is filed by or against
33. 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 the
34. Lessee uses or permits any part of the premises to be used for any immoral, illegal or purpose prohibited by State, County, City or
35. 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,
36. or if the Lessee vacates before the expiration of said term without the written consent of the Lessor or his agents, or if the Lessee
37. fails to allow Lessor, or Agents, to show said premises, or if Lessee violates any of the other terms, conditions or covenants
38. herein contained, then, and upon the happenings of any one or more of said events, Lessor or his agents may, at their option,
39. mature and make due and payable, all rent reserved herein, immediately upon giving written notice to said Lessee. The Lessor or his
40. agents may, whether the above option is exercised or not, terminate this lease upon the happenings of any one or more of the
41. above events, and may upon giving twenty-four hours written notice to Lessee terminate this lease, re-enter, take possession and re-let
42. said premises. The said rights of the Lessor or his agents to mature said rents and to terminate this lease, as above provided,
43. shall be and remain in full force and effect continuously after the happenings of any one or more of the said events, and the failure of
44. Lessor or his agents to exercise said rights, or either of them, shall not be deemed a waiver or relinquishment thereof. No re-entry
45. hereunder shall bar the recovery of rent or damages for breach of any of the terms, conditions or covenants on the part of the
46. Lessee herein contained. The receipt of rent after breach or condition broken shall not be deemed a waiver or forfeiture or a waiver of
47. the right of the Lessor or his agents to terminate said lease, to re-enter or re-let said premises.
48. If the Lessee vacates said premises before the expiration of said term, without the written consent of the Lessor or his agents,
49. the Lessor or his agents may re-enter, and re-let same, from time to time, without notice to the Lessee, as the Agent of Lessee, and
50. such re-entry and re-letting shall not discharge the Lessee from any liability for rent nor from any of the terms, conditions or
51. covenants of this lease; and the Lessee shall make good to the Lessor the difference, if any, between total as provided in the within
52. contract and the total rental collected and remitted from such sub-tenant or tenants.
53. Lessor may terminate this lease upon the expiration or termination of any terms for which Lessor or his agents may re-let the
54. same as Agent of the Lessee, by giving two days notice therefor to the Lessee in writing.
55. The Lessee shall not under-lease, sub-let or sub-rent said premises, or any part thereof, or transfer or assign within lease, without
56. the written consent of the Lessor or his agents. Each transfer and assignment, and each sub-letting or renting of said premises, unless
57. the written consent of the Lessor or his agents be first obtained, shall be and is null and void, at the option of the Lessor or his
58. agents. It is expressly understood and agreed that the Lessee is NOT RELEASED from any liability for rent or from any of the
59. conditions and covenants of the within contract when so transferred.
60. THIS LEASE SHALL BECOME NULL AND VOID in the event the said building should be entirely destroyed or rendered
61. entirely unfit or incapable of being used for the purpose for which the same is hereby let, by fire or other casualty, beyond the control

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BOOK



62. of the Lessee, Lessee's family or other occupants of within leased premises, or in the event said building should be condemned and  
63. the Lessor or his agents be forced to tear down and remove said building by the State, County or City authorities, and the liability  
64. of the Lessee for the rents thereafter accruing hereunder shall cease upon the happening of either of said events and such condemnation  
65. by said authorities, destruction or injury shall operate as a cancellation of this lease and Lessee shall thereupon at once give up  
66. possession without further notice from Lessor or Agents, surrender possession of said premises to the Lessor or his agents, and rent  
67. shall be payable only to the time of said surrender.  
68. If said premises are so injured by fire, rain, wind or earthquake as to render the same partially untenable or partially unfit  
69. for the use or purpose for which the same are hereby let and are repairable within a reasonable time after written notice of said  
70. injury is given by Lessee to the Lessor or his Agents, then, and in any of those events, the Lessor or Agents may repair the same  
71. within said time, and the rent during said time shall be reduced in the proportion that said premises in said untenable or unfit  
72. condition bears to said premises in their condition before said injury, provided, however, that in the event Lessor or his agents  
73. fail to commence said repairs within thirty days after Lessee shall notify Lessor or his agents of such injury, this lease may be termin-  
74. ated by Lessee by written notice at any time after the expiration of said thirty days, and before said repairs are commenced by Lessor  
75. or his agents.  
76. It is expressly understood and agreed that the Lessor or his agents are in no wise responsible for any damage that may accrue  
77. caused by repairing, restoring, or rebuilding said premises as above provided; nor shall the Lessor or his agents be liable for any  
78. damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of any pipes, toilets, plumb-  
79. ing, electric wires, or fixtures, gas pipes, fixtures, apparatus, or connections, or any of them, or caused by or growing out of any  
80. defects in said premises, or any part thereof, or by fire, wind, rain or other cause, or during the repairing, alteration, or construction  
81. thereof.  
82. The Lessee further agrees that, upon the termination or expiration of the within lease, to surrender quiet and peaceable possession  
83. of said premises in the like good order as at the commencement of said term, and notice so to do is hereby waived. It is further  
84. understood and agreed that if the Lessee shall continue in possession of any part of said premises after the expiration of the afore-  
85. said term without the written consent of Lessor or his agents, then this lease, at the option of the Lessor or his agents, shall continue  
86. in full force until the next succeeding September thirtieth, with all conditions, covenants, and terms herein set forth except that the  
87. rental of said premises shall be DOUBLE THE AMOUNT herein fixed.  
88. The Lessee hereby agrees that any written notice addressed to him in care of the premises herein leased or left on leased premises  
89. shall be legal notice the same as if personally served.  
90. The Lessee agrees to pay the Lessor or his agents a reasonable attorney's fee in the event of the employment of an attorney  
91. to collect any rents, damages, or amounts that may become due by the Lessee under the within contract, or to file and prosecute a  
92. suit against Lessee or one holding under this lease for unlawfully withholding possession of said premises, or to protect the interest  
93. of the Lessor in the event the Lessee is adjudged a bankrupt or legal process is levied upon the goods and chattels of the Lessee  
94. in or upon said premises, or because of the violation of any of the terms, conditions, or covenants on the part of the Lessee herein  
95. contained. In order to further secure prompt payment of said rents, or any other amounts, as and when the same mature, and the  
96. faithful performance by the Lessee of all and singular the terms, conditions, and covenants on the part of said Lessee herein contained,  
97. and all damages and costs that the Lessor or his agents may sustain by reason of the violation of said terms, conditions, or covenants,  
98. of any of them, the Lessee does hereby waive any and all right to claim or have any personal property of the Lessee exempt from levy  
99. or other legal process under the Constitution and Laws of the State of Alabama or any other State of the United States.  
100. The Lessor hereby reserves the right to cancel this lease by giving the Lessee 30 days' written notice prior to such cancellation in event  
101. a sale is made of within leased premises.  
102. IN TESTIMONY WHEREOF, we have hereunto set our hands, in duplicate, the day and year first above written.

Security Deposit In The Amount Of \$ . . . . . Required

Lessee has option to purchase land, building and equipment for the sum of  
\$20,000.00.

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1976 MAY -3 AM 7:52  
Deed Feb 25  
Conrad M. Johnson  
JUDGE OF PROBATE

Marie Taylor (L. S.) Lessor.  
By (L. S.)  
David Y. Cubero (L. S.) Lessee.  
(Tenant Sign Above)  
(L. S.) Lessee.  
(Tenant Sign Above)

APPROVAL OF OWNER

The property described in within contract is owned by the undersigned who hereby ratifies and approves the execution of  
within lease by Agents, and in consideration of the securing of said tenant the undersigned agrees for  
himself, his heirs and assigns the said Agents, their heirs, successor or assigns shall have during the  
term of this lease, or any renewal, extension or re-leasing thereof, the right to collect all rents due thereunder and to retain  
a commission of for such service, and hereby agrees to notify any purchaser, before closing trade for pur-  
chase of within property, of the existence of within contract and to make sale subject to said contract.

19760503000039240 2/2 \$.00  
Shelby Cnty Judge of Probate, AL  
05/03/1976 12:00:00AM FILED/CERT

(Owner)

David Cubero  
P.O. Box 1392  
Columbiana Ala 35051  
LEASE

Ala Hwy 25 Wilsonville, Ala	FROM	Marie Taylor	FOR	Landlord Marie Taylor	TO	Tenant David Nicholas Cubero
RESIDENCE, SMALL STORES and APARTMENTS						
				Lease Dated		
				Rent Begins		
				Lease Expires		
				Entered Landlord Register	2.50	
				Entered Tenants Register	3.00	
				Card Made	1.00	
				Entered Expiration Register	6.50	