

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 termina-
74. ted 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. ~~Lessor hereby reserves the right to cancel this lease by giving the Lessee 30 days' written notice prior to such cancellation in event~~
101. ~~of any breach of the within lease.~~

102. IN TESTIMONY WHEREOF, we have hereunto set our hands, in duplicate, the day and year first above written.

The Lessee has Five options to renew same Lease for Five one year periods for Four
Hundred and No/100 per month *AND AN OPTION TO RENEW THAT LAST YEAR*
LEASE FOR FIVE MORE YEARS AT Four hundred & No/100 dollars per month
the Lessee may sub-let or subrent said premises under this lease.
The Lessee will replace broken glass with wood boards or Block if necessary.
The Lessee is not obligated to honor any other Leases by Lessor.

BOOK 311 PAGE 265

The Lessee will air condition the building situated on said premises in a manner sufficient to cool said building and will also provide and install suitable insulation for said building within a period of two months from date.

The Lessee will maintain the following coolers which are presently situated in said building:

- One 3-door reach-in cooler
- Two 2-door reach-in cooler
- One cooper-lined RC Colar box cooler
- One Cafeteria type cooler, 20 case case

The Lessee will keep and maintain said building in good repair, including the roof, and including broken windows and doors.

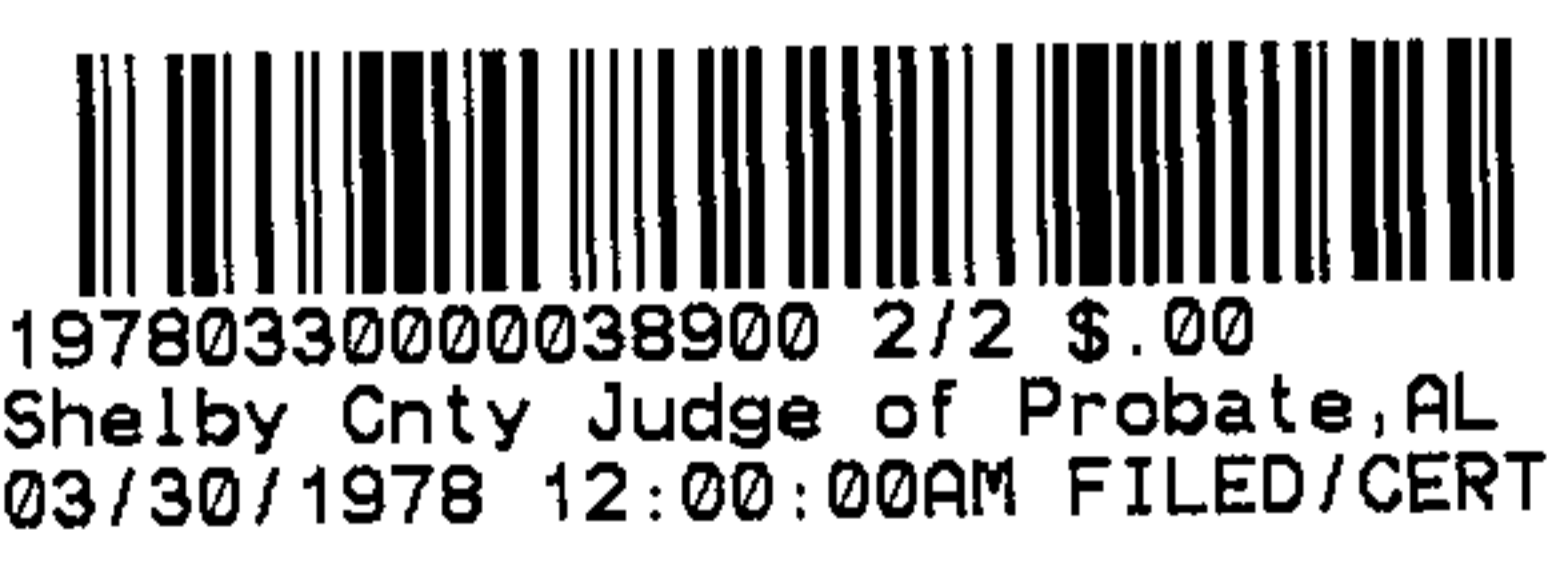
Nancy Hicks
Witness

Lee Haney
Lee Haney (L.S.)

Abbott Vending Machines

Rodger D. Woodall
Witness

BY *John Abbott*
John Abbott (L.S.)



The Write-in Option

is confirmed by:
Lee Haney

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

1978 MAR 30 PM 1:21

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Recd 38.00
Rec. 3.00
Index 1.00
112-07

Lee Haney
John Abbott
By *John Abbott*