

1763

LEASE

This agreement, entered into this 26th day of September,
19 85, between J. R. SIMMONS
hereinafter referred to as the Lessor, and MAUDE ELIZABETH SIMMONS
_____, hereinafter referred
to as the Lessee.

Witnesseth, that in consideration of the covenants herein
contained, on the part of the said Lessee to be kept and performed
the said Lessor does hereby lease to the said Lessee that certain
property

described as follows:

Begin at a point 160 feet west from the intersection of the west boundary line
of the right of way of Shelby County Road No. 37 with the south boundary line of
the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 21 South, Range 1 West and run thence
west along the south line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 180 feet; thence run
north and perpendicular to said south boundary line a distance of 130 feet; run
thence east and parallel to said south boundary line a distance of 180 feet; run
thence south perpendicular to said south boundary line a distance of 130 feet to
point of beginning; situated in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 35, Township 21 South,
Range 1 West, comprising 23,400 square feet.

Also,

A parcel of land described as follows: Beginning at a point on the intersection
of the west boundary line of the right of way of Shelby County Road No. 37 with
the south boundary line of NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 21 South, Range
1 West; thence run west along the south boundary line of said quarter-quarter
section a distance of 160 feet; thence run north perpendicular to said south
boundary line a distance of 130 feet; thence run east and parallel to said south
boundary line of said section a distance of 160 feet to the west boundary line
of said right of way; thence run south along the west right of way line of said
road a distance of 130 feet to the point of beginning; comprising approximately
20,800 square ft; this being situated in NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 35, Twp. 21 So., R. 1 W.

to hold the said premises hereby leased unto the said Lessee
from the 26th day of September, 19 85, to the 26th
day of September, 19 2015. The said Lessee paying
therefore the rent of \$ 1.00 a ~~month~~ ^{YEAR} as follows:

PAID IN FULL ON THIS DATE.

043 222

Cindy E. Tuten
P.O. Box 977
Columbiana, AL 35051

043 223

Lessor covenants with the Lessee that the Lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the said premises for the full term of this lease without let, hindrance, eviction, molestation or interruption whatever, excepted as provided below, and the said lessee covenants with the Lessor:

Lessee is hereby specifically granted, by Lessors, an option to renew said lease for Ten year period at the expiration of this lease on the 26th day of Sept., ~~19~~ 2015. Said notice to renew is to be given to Lessor on or before the 26th day of SEPTEMBER, ~~19~~ 2015.

Lessee further covenants and agrees as follows:

1. To pay said rent hereinbefore reserved at the time at which the same is made payable.
 2. To pay all water, electric, gas and telephone charges which may be assessed upon the demised premises during the term hereof
 3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of same.
 4. Not to assign this lease or underlet the said premises or any part thereof without the previous consent of the said Lessor being first obtained in writing.
 5. That this lease shall terminate when the Lessee vacates the said premises, providing all payments have been made hereunder or a sub-lease agreement has been executed.
 6. At the termination of said tenancy to quietly yield up the said buildings and grounds in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are.
 7. Lease will be terminated at the death of the lessee.
- Lessor shall have the following remedies in addition to its other rights and remedies in the event lessee breaches this lease agreement:

a) Lessor may re-enter the premises immediately and remove the property and personnel of lessee, store the property in a public warehouse or at a place selected by lessor, at the expense of lessee.

b) After re-entry lessor may terminate the lease on giving ten (10) days written notice of termination to lessee. Without such notice re-entry will not terminate the lease. On termination lessor may recover from lessee all damages proximately resulting from the breach including the cost of recovering the premises and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which term shall be immediately due lessor from lessee.

If lessor files an action to enforce any agreement contained in this lease, or for breach of any covenant or condition lessee shall pay lessor reasonable attorney's fee for the service of lessor's attorney in action, all fees to be fixed by the Court.

IN WITNESS WHEREOF, the parties have executed this lease on the year and day first above written.

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

1985 OCT -2 AM 11:20

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

Accepted .50
Rec. 750
Ind. 100

900

Lessor

Lessor

Lessee

Lessee

Sworn to and subscribed before me this 2nd day of October, 1985.

Notary Public

My Commission Expires September 20, 1988

