

654

No. 15-104

REAL ESTATE HANDBOOK

No. 15-104

No. 15-104. Assignment of Lease.

THE STATE OF ALABAMA
Shelby COUNTY

First American Bank, Pelham

This Assignment of Lease made this .. day of .., 19.., by and between .. and .., Assignors, and the .., Assignee.

T. H. Kittrell
WITNESSETH:

That for and in consideration of the sum of One and no/100 Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable considerations, not herein recited but hereby receipted for, the Assignors do hereby assign and transfer unto the Assignee that certain lease made and entered into on the .. day of .., 19.., between .. and .. as Lessors, and .. and .. as Lessees, subject to all the conditions, stipulations, and agreements contained therein, a true copy of said Lease being attached and made a part as Exhibit "A". The said lease is for the hereinbelow described property:

One building approximately 25' by 50' located at
283fJ Montgomery Highway
Pelham, Ala. Pelham, AL 35124

It is specifically agreed that in the event the Assignor should, for any reason, whatsoever, during the term of said lease, decide to surrender the lease to the Lessor, the Assignor will advise the Assignees of such determination prior to such surrender, in order that they may, if they so desire, take over the lease on the above described property for the remainder of the term of the said lease.

The Assignors for said consideration hereby agree to assign to the Assignee all licenses which are assignable, now in operation on or for the business.

In Witness Whereof, the parties have set their hands and seals this .. day of .., 19..

T. H. Kittrell
Assignor

Assignor

Witnesses: James D. Win

THE STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that .. whose name as .. of the .. a corporation, is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.
Given under my hand this the .. day of .., 19..

James Shockley
Notary Public

My Commission Expires December 6, 1987



First Amer. Bank of Pelham

THIS FORM IS FURNISHED BY
ALABAMA TITLE CO., INC.
 BIRMINGHAM, ALABAMA
COMMERCIAL LEASE

This is a legally binding contract. If not understood, seek competent advice.

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS
 AMENDED OCTOBER, 1976

LEASE FORM
 150

STATE OF ALABAMA }
 Jefferson County }

This lease made this first day of March 1984 by and between
James E. Kelly-Pelham Mall

hereinafter called "Lessor", by
 XXXXXXXXXXXXXXX
 as agent for the Lessor and by T. H. Kittrell, a/b/a Frogs Lounge

hereinafter called "Lessee":

WITNESSETH: That the Lessor hereby demise and let unto the Lessee the following described premises in the City of
Alabama, to-wit:

One building approximately 25' by 50' located at 2834J
 Montgomery Highway -Pelham Mall Pelham, Al. 35124

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Lessee as

Use

Lounge - no food

Term

and for no other or different use of purpose, for and during the term of one year
 beginning on first day of March, 1984
 and ending on the twenty-eighth day of February, 1985

Rent

1. In consideration whereof, the Lessee agrees to pay the Lessors agent at office of said agent, XXXXXXXXXXXXXXXXXXXX
JAMES E. Kelly
- 2.
3. on the first day of each month of said term, in advance, as rent for said premises, the sum of
4. Five hundred and 00/100 DOLLARS (\$ 3500.00) per month,
5. being at the rate of Six thousand and 00/100 DOLLARS (\$ 6000.00) per annum.
6. Lessee agrees that a Service and Bookkeeping charge of \$30.00 shall become due and payable each
7. and every month that the rent has not been received in the office of JAMES E. Kelly by the 10th of the month.
- 8.
9. Should premises be completed and turned over to Lessee either prior to, or after XX
10. then in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on the first day of the next calendar month.

Quiet
 Enjoyment

Condition of
 Premises

11. This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in
12. possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or in-
13. ability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee
14. in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suit-
15. able for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representations or promises with
16. respect to said building or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises
17. and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein.)

Roof

18. Should the roof of the building leak at any time during said term, due to no fault on the part of the Lessee, the Lessor will
19. repair the same within a reasonable time after being requested in writing by the Lessee so to do, but in no event shall the Lessor
20. be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the
21. extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective
22. workmanship or materials, the Lessee hereby expressly waiving the same. Lessor and its agents, shall not be liable for any deaths,
23. injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf
24. of, the Lessor, other than willfully wrongful acts of Lessor.

Air
 Conditioning
 and Signs

25. In the event air conditioning equipment or a part of any air conditioning equipment is installed on the roof of any building
26. hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall be responsible for repairing any roof
27. leaks, attributable to such installation, during the term of this lease at Lessee's sole cost and expense, but no such air condition-
28. ing equipment or sign may be installed until the consent in writing of the Lessor is first had and obtained thereto.

Roof and
 Drains, etc.,
 Debris On

29. The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Lessee
30. will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

Repairs

31. Lessor shall not be obligated or required to make any other repairs or do any other work on or about said premises or any
32. part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless
33. and only to the extent herein agree. All other portions of any building hereby leased shall be kept in good repair by Lessee and
34. at the end of the term hereof, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonable,
35. wear and tear excepted.

Section
 Sewing

36. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do, such work on or about
37. said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right
38. to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchasers,
39. and the right to display "For Sale" and "For Rent" signs on said premises.

085 PAGE 299

Non-Waiver
Eminent
Domain and
Condemn-
ation

213. If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the exercise of any
214. similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are con-
215. demned and ordered torn down or removed by lawful authority, then the term of this lease shall cease as of the date possession
216. shall be taken by the condemning authority, or as of the date improvements are ordered torn down or removed, whichever may
217. be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be; provided,
218. however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building
219. forming a part of the demised premises is reduced by not more than twenty-five percent (25%), the Lessor may elect to con-
220. tinue the term of this lease and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with
221. storefront, signs and interior of equal appearance and utility as they had previous to the taking, but there will be prorata re-
222. duction of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the premises un-
223. less, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its election to terminate this lease. The
224. Lessor shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain,
225. including any part of such award as may be attributable to the unexpired leasehold interest or other rights of the Lessee in the
226. premises, and the Lessee hereby assigns, and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.

Clean
Premises
Upon
Termina-
tion, etc.

227. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will promptly remove
228. from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave the floors, stairs, passage-
229. ways, elevator and shafts as clean as it is possible to clean them by means of the use of broom and shovel.

Taxes and
Insurance

230. In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes, special assessments,
231. or insurance cost levied or assessed on the subject property owned by Lessor should be increased over and above the Real Estate
232. taxes, special assessments or insurance costs for the first full lease year, then Lessee shall pay to Lessor as additional rent a pro-
233. rata share of such increased taxes, special assessments, or insurance costs which shall be in the proportion which the total area
234. of the Leased Premises bears to the total building area owned by the Lessor of which these premises are a part.

Addendum
Clause

235. This lease consists of _____ pages together with an Addendum of _____ pages which is attached hereto,
236. initialed by the parties and incorporated in this lease by reference. In case of conflict between the printed portion of this lease
237. and the Addendum, the terms of the Addendum shall prevail.

238. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessee, its executor, adminis-
239. trator, heirs, assigns or successor.

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF
Lessee pays all utilities

No signs to be erected without the written consent of Lessor

Lessee shall furnish fire extinguishers in accordance with
insurance regulations

If parking lot is not repaired in front of buildings 2834

G H I J and gravel parking lot on side of building J -

within 60 days from March 1, 1984 lease will be null and void.

BOOK 085 PAGE 300

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

1986 AUG -8 PM 3:54

Thomas P. Shivers, Jr.
JUDGE OF PROBATE

fifth

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this

day of March, 1984

Agent

Witness for Lessor:

Tami Chapman

Witness for Lessee:

Tami Chapman

James E. Kelly
James E. Kelly (Lessor)

T. H. Kittrell
T. H. Kittrell (L. S.)
Lessee

Frogs Lounge

(L. S.)
Lessee