

210
STATE OF ALABAMA
LIMESTONE COUNTY

This agreement made and entered into this 28th day of October, 1933 by and between R.H. Walker, party of the first part herein referred to as Lessor, and W.I. Frazier as party of the second part herein referred to as Lessee, witnesseth:

Lessor has this day rented and does hereby let, lease and rent to Lessee that certain farm or tract of land of 112 acres lying immediately West of L & N Railroad and South of gravel road at Harris in Limestone County, Alabama, for a term of three years beginning January 1, 1934 and ending December 31, 1936, at and for SEVEN BALES OF LINT COTTON averageing 500 pounds each for each year of this contract, aggregating TWENTY-ONE BALES for the three years. The seven bales annual rental under this contract are to be of the first pickings of the years and are to be delivered by Lessee to Lessor at Athens, Ala. on or before November 1st of each year. That is the rental for each year of seven bales is to be delivered on or before November 1st of the year and is to be of the first pickings of that year.

Lessee hereby agrees to accept the rental of the above farm on the terms and conditions as set out herein above and agrees to deliver to Lessor at Athens, Alabama on or before November 1st of each year of this contract SEVEN BALES OF LINT COTTON of the first pickings, averageing 500 pounds each as the rental for the year delivered.

Lessor agrees that if it is necessary he will release to the Government and allow Lessee to get Seed Loans during this contract not greater than \$100.00 to \$150.00 per year, the same to be used by Lessee for feeds, seeds, and fertilizer used on this farm.

Lessee hereby agrees as a further consideration of the rental of this farm that he will take good care of the same and of the buildings thereon and will farm the same in a good and farmer-like manner, and will return the same to Lessor at the end of this lease in as good condition as the same now is, ordinary wear and tear excepted. Damage which may be caused by fire or tornado is not contemplated under this contract. Lessee hereby agrees that if he fails to keep this contract in all essential parts Lessor shall have the right to terminate it because thereof at any time.

As to the obligation hereby created for the payment of the rental on this farm Lessee hereby waives all rights of exemption under the Constitution and Laws of Alabama or any other State and agrees to pay all costs of collection, including attorney's fee, if this rental is not paid promptly as the several items thereof mature. This contract is not executed in lieu of landlord's lien but in addition thereto and all crops of every kind raised on this farm during the years covered by this contract are hereby pledged for the faithful payment of the rent hereby promised.

Signed, sealed, and delivered on the day and date first above written, in triplicate, one copy to be in the hands of each of the contracting parties herein and one copy in the hands of W.M. Chenault of Decatur, Alabama, who is recognized by both the contracting parties hereto as the Agent of Lessor in negotiating this contract. Lessor hereby agrees for himself, his successors, heirs, or assigns to pay his said Agent for his said services five percent (5%) of the value of all the rental collected under this contract, and as the same shall be collected, or to pay the same to the successors, heirs, or assigns of his said agent.

Witness

R. L. Richardson

Thelma Chenault

R. H. Walker (SEAL)
LESSOR

W. I. Frazier (SEAL)
LESSEE

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Witness,

R. L. Richardson

W. M. Chenault

R. H. Walker (SEAL)
LESSOR

W. I. Frazier (SEAL)
LESSEE

CONTRACT

R.H. WALKER, LESSOR

W.I. FRAZIER, LESSEE

The within rental
Contract is hereby as-
signed and trans-
ferred to Frank
Gust. Hockley
Barric of ~~St. Louis~~ ^{St. Louis} ~~Mo.~~ ^{Mo.}
to become ~~lessee~~ ^{lessee} ~~and~~ ^{and}
to become ~~party~~ ^{party} ~~to~~ ^{to}
the same to be
in full paid by said
Frank Gust. Hockley
Barric on 30th 1936
This March 30th 1936
R.H. Walker