

STATE OF ALABAMA)
)
SHELBY COUNTY)

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19731025000059120 1/2 \$.00
Shelby Cnty Judge of Probate, AL
10/25/1973 12:00:00 AM FILED/CERT

WITNESS this lease made this 19 day of OCTOBER, 1973, by and between MERCHANTS AND PLANTERS BANK, a banking corporation, herein referred to as "Lessors" and MINNIE LOU WARNKE, a widow, hereinafter referred to as "Lessee":

WITNESS, that the Lessor does hereby rent and lease unto Lessee the real property hereinafter described, situated in Montevallo, Shelby County, Alabama, to-wit:

Begin at the westernmost corner of Lot 28, according to the map of the Original Plan of the Town of Montevallo, Shelby County, Alabama, said point of beginning lying on the southeast boundary of Valley Street, thence run 25 feet in a southeasterly direction along the south boundary line of Lot 28; thence turn at an angle of 89°59' to the left and run thence northerly 10 feet parallel with the southeast boundary of Valley Street; thence turn at an angle of 89°59' to the left and run westerly 25 feet parallel with the south boundary line of Lot 28 to the southeast boundary of Valley Street, thence turn at an angle of 89°59' to the left and run southerly 10 feet along the southeast boundary of Valley Street to point of beginning.

It being the sole intention of the Lessor to lease to the Lessee the said described property for the sole purpose of providing access to Lessee's property, a portion of Lot 27 according to the Original Plan of the Town of Montevallo. The above said property is leased unto the Lessee for use by the Lessee as a driveway entrance only and not otherwise, for and during the term from 1 day of NOVEMBER, 1973, until the 1 day of NOVEMBER, 1974. The Lessor reserves the right to use the said described property for parking purposes and for access to the parking lot of said Lessor.

In consideration whereof, said Lessee agrees to pay to said Lessor the sum of \$1.00 (One Dollar) per year, as rental for said 25-foot strip of land as described above. This agreement and lease entered into is subject to the following terms, agreements and conditions:

1. It is understood and agreed that the Lessor may terminate this lease at any time by giving the Lessee ten (10) days written notice of its intention to terminate the same.
2. It is further understood and agreed that the Lessor shall have the sole right to renew this lease for additional one year periods by giving Lessee thirty (30) days notice in writing prior to the expiration of the same of its intention to renew said lease.
3. Lessee shall not sublease, underlease or sublet or assign said premises or any part thereof or transfer this lease without the prior written consent of the Lessor.
4. In the event the Lessee violates any of the terms of this agreement Lessee agrees to pay a reasonable attorneys fee to Lessors in the event of employment of an attorney to collect any rents, damages or amount which may be

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due by Lessee under the terms of this agreement or to enforce the same, and Lessee does hereby waive any or all rights to claim or have any personal property of the Lessee exempt from levy or other legal process under the constitution and laws of the State of Alabama or any other State of the United States.

It being the intention of the parties hereto, Lessor and Lessee, not to create any type of easement.

IN TESTIMONY WHEREOF, we have hereunto set our hands in duplicate on the date first given above.

LESSOR:

MERCHANTS & PLANTERS BANK

Dean C. Buck
OKelly
Witnesses for Lessor

By James A. Kelly
Its President

LESSEE

Dean C. Buck
OKelly
Witnesses for Lessee

Minnie Lou Warnke
Minnie Lou Warnke, a widow



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SHELBY COUNTY JUDGE OF PROBATE
ALABAMA
OCT 25 1973
12:00 PM
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COURT CLERK
SHELBY COUNTY, ALABAMA