2169

MEMORANDUM OF LEASE

THIS INDENTURE, made and entered into this ___11th___ day

of ___August___, ___1986___, by and between

___Andress Company, Inc.___

of the City of ~~Birmingham~~ _Pass_ County of __Shelby__

State of __Alabama__, hereinafter called Lessor,

and Shoney's, Inc., a Tennessee corporation, hereinafter referred to as

Lessee.

WITNESSETH:

For and in consideration of One ($1.00) Dollar and other good

and valuable considerations and covenants herein contained, Lessor hereby

leases unto Lessee, its successors and assigns, the following described

premises with the appurtenances (hereinafter the word "premises" shall

be construed to include both premises and appurtenances) in the City of

~~Birmingham~~ _Pass_, County of __Shelby__

_____, State of __Alabama__,

to wit:

Commence at the Northwest corner of the N.W. ¼ of the S.E. ¼ of Section 36, Township 18 South, Range 2 West, and run in an Easterly direction along the Northerly line of said Quarter-Quarter section a distance of 669.20 feet to the point of beginning; thence continue along the last stated course a distance of 112.30 feet to a point, thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 273.05 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; thence 89 degrees 59 minutes to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 100.00 feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly direction a distance of 221.98 feet to the point of beginning.

to have and to hold for a term of __fifteen (15__) years beginning on

the 5th ___ day of May ___, 1986 ___, and ending on the

4th ___ day of __May__, __2001__ .

America Title

Lessee shall have the right to renew this Lease, upon the same terms and conditions, for three: further periods of (5) years each from the date of the expirations of the primary term hereof.

This lease is part of and shall be construed in connection with a long form lease executed this day between the parties. All rights and obligations of Lessee and Lessor and any persons claiming by, throught or under them shall be subject to all terms and conditions of said long form lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate the day and year first above written.
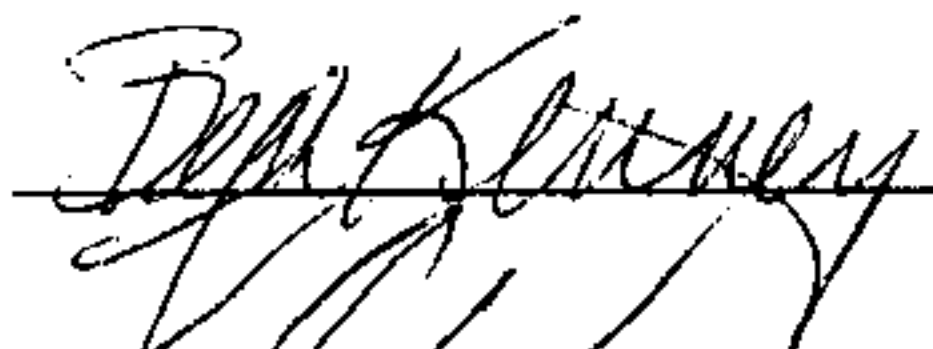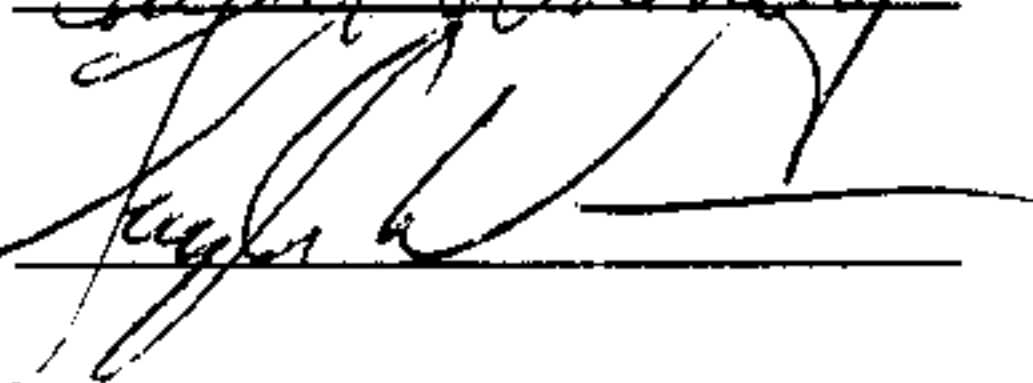
LESSOR:

WITNESS

Andress Company, Inc.

By _____
President

LESSEE:

WITNESS

Shoney's, Inc.

By _____
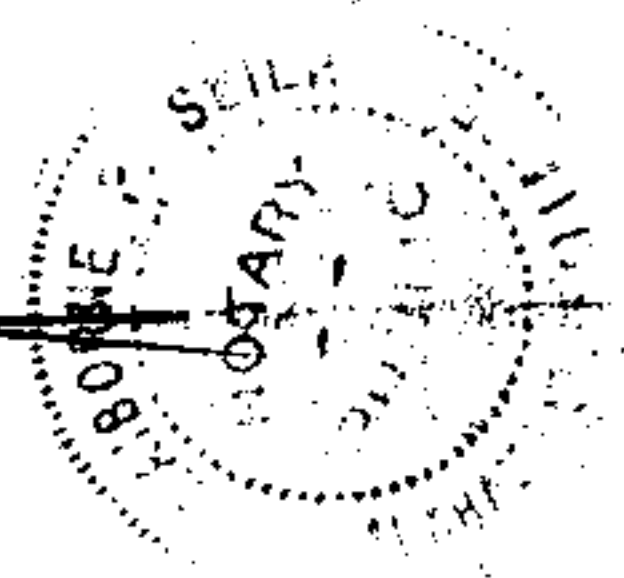Vice President of Real Estate

STATE OF _Alabama_

COUNTY OF _Jefferson_

Before me, _Carlos R Dien_, a Notary Public of the State and County aforesaid, personally appeared _Harry R Andrew_ _____, with whom I am personally acquainted and upon oath acknowledged himself to be the _President_ of _Andrew Company, Inc_, a Corporation, and that he as such _President_, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as _President_.

Witness my hand and official seal this the _21st_ day of _August_, 19_56_.

Carlos R Dien
NOTARY PUBLIC

My Commission Expires:

1. Deed Tax $ _12 00_
2. Mtg. Tax
3. Recording Fee _7 50_
4. Indexing Fee _1 00_
TOTAL _20 50_

STATE OF _Tennessee_

COUNTY OF _Davidson_

Before me, _Susann B. Shearon_, a Notary Public of the State and County aforesaid, personally appeared _O. S. Tidwell_ _____, with whom I am personally acquainted and upon oath acknowledged himself to be the _Vice President_ of _Shoney's, Inc._, a Corporation, and that he as such _Vice President_, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as _Vice President_.

Witness my hand and official seal this the _11th_ day of _August_, 19_86_.

Susann B. Shearon
NOTARY PUBLIC

My Commission Expires: _11-12-89_

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