

STATE OF ALABAMA)
SHELBY COUNTY)

Book 187 Page 400

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00), and other good and valuable consideration to us, in hand paid by J. M. Hightower, of Sylacauga, Alabama, the receipt of which is hereby acknowledged, we, the undersigned, Ollie Varden and wife, Mary Varden, being the lessees in a certain indenture of lease dated December 3, 1954 from J. J. Hightower and wife, Neal Hightower, demising certain lands situated in Shelby County, Alabama, described as follows, to-wit:

Begin at a point on the west right of way line of U.S. Highway No. 280 in Shelby County, Alabama, near the Morgan Bridge over the Coosa River, near Childersburg, Alabama, said point being marked with a concrete post having the following marking: "A-285, 1949"; this being also the point where said right of way line intersects with the SE boundary of Lessor's lands; said boundary running 35 feet from said right of way line to the east right of way line of Ala Highway 76; from this point go in a Northerly direction along said west right of way line of U.S. Highway 280, 307 feet to a point; thence run West 100 feet to a point; thence run in a southwesterly direction to a point on the east right of way line of Ala. 76, which point is 216 feet northwesterly along said right of way from the intersection of said right of way with the SE boundary of Lessor's lands previously referred to above; thence run in a southeasterly direction along said right of way 216 feet to said intersection with Lessor's SE boundary; thence 35 feet along Lessor's SE boundary and being also the intersection right of way line in a northeasterly direction to the point of beginning.

for the term of twelve years, do hereby assign, transfer, and set over to J. M. Hightower of Sylacauga, Alabama, all of our estate, right, title, and interest in and to said lease and the premises therein demised.

As a part of the consideration above named, undersigned further hereby grant, bargain, sell and convey unto said J. M. Hightower the following described personal property located in a building on the above described premises presently being operated as "Buck's Drive-In", to-wit:

One coffee urn; One coffee table; One Cookie rack; One cash Register; Seven stools; Six tables; Two counters; One drink box; One steam table; One grill; One Deep fat fryer (french fryer); Two Frigidaires; Two sinks; One Hot water heater.

Undersigned further covenant with the said J. M. Hightower that they are the owners of the above described property and that they have a good right to sell the same and that they will warrant and defend the title to said property against the lawful claims of all persons.

Witness our hands this 13th day of June, 1957.

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Ollie Varden

Mary Varden

STATE OF ALABAMA

SHELBY COUNTY

I, Walter C. Cresswell, a Notary Public, in and for said County, in said State, hereby certify that Ollie Varden and wife, Mary Varden, whose names are signed to the foregoing assignment of lease and bill of sale, and who are known to me, acknowledged before me on this day, that, being informed of the contents of this assignment of lease and bill of sale, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 13th day of June, 1957.

Walter C. Cresswell
Notary Public

LEASE AGREEMENT

This agreement entered into this 3rd day of December, 1954, between J. J. Hightower and wife Neal Hightower, hereinafter known as the Lessors, and Ollie Varden and wife Mary Varden, hereinafter known as the Lessees,

WITNESSETH:

WHEREAS, the Lessors are the owners of certain lands hereinafter described, and,

WHEREAS, the Lessees desire to lease said lands for a period of twelve years and to erect thereon a filling station, and,

WHEREAS, at the expiration of said twelve years the building located on said land shall revert to the said Lessors,

NOW, THEREFORE, the parties hereto do hereby mutually covenant as follows:

1. The Lessors do hereby lease unto the Lessees for a period of twelve years beginning January 1, 1955, and terminating December 31, 1966, the lands described

as follows: Begin at a point on the West right of way line of U.S. Highway number 200 in Shelby County, Alabama Near the Morgan Bridge over the Coosa River, near Childersburg, Alabama, said point being marked with a concrete post having the following markings: "A-285, 1949"; this being also the point where said right of way line intersects with the Southeast boundary of Lessor's lands; said boundary running 35 feet from said right of way line to the East Right of way line of Ala. Highway 76; from this point go in a Northerly direction along said west right of way line of U.S. 280, 307 feet to a point; thence run West 100 feet to a point; thence run in a Southwesterly direction to a point on the East right of way line of Ala. 76 which point is 216 feet Northwestarly along said right of way from the intersection of said right of way with the Southeast boundary of lessor's lands previously referred to above; thence run in a Southeasterly direction along said right of way 216 feet to said intersection with Lessor's Southeast boundary; thence 35 feet along Lessor's Southeast boundary and being also the intersection right of way line in a Northeasterly direction to the point of beginning.

2. As a consideration for the lease of the above lands, Lessees do hereby agree to pay to the Lessors the sum of \$50.00 on the first day of January, 1955, and \$50.00 on the first day of each month thereafter through the first day of December, 1966, being a total consideration of \$7,200.00.

3. Lessors covenant to keep the Lessees in quiet possession of the premises during said term provided all stipulations of this lease are complied with.

4. The Lessees covenant that the premises covered by this lease shall be used (only) as a filling station for the retail sale of gasoline, oil and related products, and the Lessees further covenant that within a reasonable time they will erect on said premises a structure suitable for the use as set out above at a cost to the

Lessees of no less than \$7000.00. Lessees specifically agree that they will not look to the Lessors to pay any part of the cost of erecting said structure or any improvements thereon or repairs thereto.

5. Lessees further covenant that as soon as said building has been erected that they will obtain fire and extended coverage insurance up to the insurable value of said property with a loss payable clause to the Lessors. (It is understood that the proceeds of said insurance shall be used to rebuild the structure on the premises or should the Lessees fail to rebuild then the Lessors shall be entitled to said monies free of any claim by the Lessees.)

6. At the expiration of this lease or at its termination should it be cancelled before the expiration thereof any buildings erected on this property and any improvements added thereto shall revert to and become the property of said Lessors.

7. Lessee agrees not to sublet the property, or any portion thereof or assign this lease, without the written consent of Lessors; to permit no waste of the property, but, on the contrary to take good care of same; and upon termination of this lease, to surrender possession of same without notice, in as good condition as reasonable use and wear thereof will permit.

8. Lessees agree to comply with all laws and city ordinances affecting the use or occupation of the premises hereby leased, and to fully relieve Lessors from any compliance therewith, or liability for violation thereof; to pay all charges for water, light, electricity and gas used on the premises during the term. Lessees agrees to take proper care of and protect said property from damage and shall be accountable for failure to do so. Lessees shall replace all broken glass, replace all keys or locks lost or broken and keep property in sanitary condition.

9. Lessors are under no duty to make any repairs except as hereinafter provided and Lessees agrees that Lessors shall not be liable for any damages caused by failure to make any repairs.

10. Lessees agree to pay a reasonable attorney's fee and all costs if it becomes necessary for Lessors to employ an attorney to collect any of the rent agreed to be paid or to enforce performance of any of the provisions of this lease; and Lessee expressly waives all exemptions secured to Lessee under the laws of the State of Alabama or of any State in the United States as against the collection of any debt herein or hereby incurred or secured. Lessee hereby further covenants that if any default is made in the payment of said rent or any part thereof, at the time above specified, or if default be made in the performance of any of the covenants or agreements herein contained, the said lease, at the option of the Lessors, shall wholly cease and terminate, and said Lessor shall

and may re-enter the said premises and remove all persons and property therefrom; and the said Lessee hereby expressly waives the service of any notice of intention to re-enter, notice to terminate the tenancy, notice to quit or demand for possession.

11. It is agreed that if Lessees shall fail to pay any one of the above described installments of rent at maturity or fail to perform any of the provisions of this lease, then, at the election of Lessors, all of the remaining notes or installments shall at once become due and payable and Lessors may treat them as due and payable without notice to Lessees. Lessees hereby waive notice of any default of this contract.

12. It is further agreed that in the event Lessees shall be adjudged a bankrupt during the term of this lease the rent for the whole term of this lease shall be immediately due and payable and Lessors may without notice or demand proceed to enforce the collection of same. Lessees agree to claim full exemptions in the event of bankruptcy. Lessees hereby appoint Lessors as their true and lawful attorney in fact to claim and collect Lessees's said exemptions in the event Lessees fail to claim same and to apply same on the payment of rent and other charges due under this lease, and Lessees hereby assign to Lessors so much of said exemptions as will pay the rent due under this lease and all other charges.

13. It is further understood and agreed that the Lessors shall not be liable for any damage that may occur on account of any defect of said building or premises, or from fire, rain, wind or any other cause.

14. Acceptance of rent by the Lessors from any assignee, sub-tenant, grantee or successor in interest to the Lessees with or without notice shall not relieve the Lessees from their obligation to pay the rent or other charges herein provided for.

15. The parties agree that the words Lessors and Lessees, wherever used in this lease, include heirs, devisees, legatees, executors, administrators, legal representatives, successors or assigns of the Lessors and Lessees respectively as if each time fully expressed.

16. The failure of the Lessors to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options but the same shall be and remain in full force and effect.

17. It is agreed that if the leased premises shall be abandoned or become vacant during the term of this lease, without the Lessees having paid in full the rent for the entire time then and in such case the Lessors shall have the right

at their option to take possession of the leased premises and to let the same as the agent of the Lessees and apply the proceeds received from such letting toward the payment of the rent due by Lessees under this lease and such re-entering and re-letting shall not discharge the Lessees from liability for rent or other charges, nor from any other obligations under the terms of this lease; or at the option of the Lessors the rent for the entire term shall at once become due and payable and the Lessors may proceed to the collection of rent for the entire term as if by the terms of this lease the entire rent for the entire term should be made payable in advance, or the Lessors may at their option re-enter the leased premises and annul and terminate this lease. These provisions, however, are not to be construed as limiting the Lessors's legal rights but are in addition to such existing rights.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the 3 day of December, 1954. Executed in duplicate.

J. J. Hightower (L.S.)
Lessor

Neal Hightower (L.S.)
Lessor

Abbe Jones (L.S.)
Lessee

Mary Varden (L.S.)
Lessee

STATE OF ALABAMA

Salado COUNTY,

BOOK 1-1-1-406

I.

Notary Public

in and for said County, in said State, hereby certify that Ollie Varden and wife Mary Varden

whose name s are signed to the foregoing lease

and who are known to me, acknowledged before me on this day that, being informed of the contents of the lease, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the

3rd

day of

December

19_____

Notary Public

STATE OF ALABAMA

Jalisco COUNTY,

I,

Notary Public

in and for said County, in said State, hereby certify that J. J. Hightower and wife Neal Hightower

whose name s are signed to the foregoing lease

and who are known to me, acknowledged before me on this day that, being informed of the contents of the lease, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the

3

day of December

1954

Notary Public

State at Large

My Comm. Expires 11-18-50

State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within _____ was filed in this office for record the _____ day of _____ 1917 at _____ A.M. and recorded in _____ Record _____ Page _____ & examined _____ and the Mortgage Tax of \$ _____ Deed Tax of \$ _____ has been paid.
Fee \$ _____
_____ Judge of Probate

Judge of Probate