R.B.J. Co. Form 100

5927

STATE OF ALABAMA
Jefferson County

THIS LEASE, made this 24th day of October, 1964

by and between Alabaster Shopping Center, Inc., a corporation

hereinafter called "Lessor," of the one part, and , as agents and

Dan Standifer, d/b/a Alabaster Bake Shop

hereinafter called "Lessee," of the other part:

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

A unit of a building in Alabaster Shopping Center and outlined in red on the rental plan attached hereto and made a part hereof and marked Exhibit "A", said building being described as Shop #6 on said Exhibit.

for use and occupation by the Lessee as a bake shop and delicatessen to sell all other items covered under foods and drinks, etc.

and for no other or different use or purpose, for and during the term of Five (5) years, beginning on the day of occupancy, and ending on the ~~xxx~~ Five ~~xxxx~~ day of years thereafter

In Consideration Whereof, the Lessee agrees to pay the Lessor, or said Agent, at the office of said agent in Birmingham, Ala., on the first day of each month of said term, in advance, as rent for said premises, the sum of One Hundred Thirty-five--- Dollars ($ 135.00) per month, being at the rate of Sixteen Hundred Twenty--------- Dollars ($ 1620.00) per annum.

This lease is made upon the following terms, conditions and covenants:

The Lessor covenants to keep the Lessee in possession of said premises during said term, but shall not be liable for the failure or inability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representations or promises with respect to said building or the demised premises except as herein expressly set forth.

Repairs

Lessor shall not be obligated or required to make any repairs or do any work on or about said premises or the elevator therein if any or any other part thereof, or on or about any premises connected therewith, but not hereby leased, unless and only to the extent hereinafter agreed. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do such work on or about said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right to visit and inspect said premises at all reasonable times, and the right to show said premises to prospective tenants and purchasers, and the right to display "For Sale" and "For Rent" signs on said premises.

Should the Lessee fail to make repairs agreed to by him under this lease, the Lessor may enter the premises and make such repairs and collect the cost thereof from the Lessee as additional rent.

Lessee Covenants

Lessee will make no material alterations in said building and will not paint any part of the outside of said building without the written consent of the Lessor. No signs of any character shall be erected on roof without Lessor or Agents written consent. Lessee will replace all plate and other glass, if and when broken, and failing so to do the Lessor may replace the same and the Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will replace all keys lost or broken, and will pay all bills for water, light and heat used on said premises. Lessee will keep all elevators, electric wiring, water pipes, water closets and other plumbing on said premises in such good order and repair as may be required by the laws or ordinances of the City of Birmingham. Lessor shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective condition of said elevators, electric wiring, pipes, closets or plumbing, or any of them. Lessee will comply, at all times and in all respects, with all the laws of the City of Birmingham, relating to nuisance, insofar as the building and premises hereby let, and the streets and highways bounding the same, are concerned, and the Lessee will not by any act, or omission render the Lessor liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times.

Lessor shall not be liable for any damages caused by, or growing out of, any defect in said building, or in said premises, or caused by, or growing out of fire, rain, wind or other cause.

If the demised premises, or any part thereof, consists of first floor space, adjacent upon the street, the Lessee will keep the sidewalk and curb in front thereof or adjacent thereto clean and free from snow and ice, and save harmless the Lessor from all damages or claims for damages for failure so to do.

Upon the happening of any one or more of the events as expressed below in (a) to (h) inclusive, the Lessor

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Defaults and Re-entry

shall have the right at the option of the Lessor, to either annul and terminate this lease, upon two (2) days written notice to Lessee, and thereupon re-enter and take possession of said premises; or the right upon two (2) days written notice to Lessee to re-enter and re-let said premises from time to time, as agents of the Lessee, and such re-entry and/or re-letting shall not discharge the Lessee from any liability or obligations hereunder, except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit on the Lessee's liability for rents under the terms of this lease. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let in such event. Nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Lessor is hereby given the right to sue therefor at any time after default.

(a) In the event the Lessee should fail to pay any one or more of said monthly installments of rent as and when the same become due, and such default should continue for ten (10) days after written demand for the payment thereof is made by the Lessor upon Lessee.

(b) In the event Lessee removes, attempts to remove or permits to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon.

(c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on said premises, or upon the interest of the Lessee in this lease.

(d) In the event a petition in bankruptcy is filed by or against the Lessee (or either of them, if more than one) or the Lessee is adjudged a bankrupt.

(e) In the event an assignment for the benefit of creditors is made by the Lessee.

(f) In the event of the appointment of a Receiver of Lessee's property.

(g) In the event the Lessee, before the expiration of said term, and without the written consent of the Lessor, vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use said premises for the purposes herein specified.

(h) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee herein contained, and fails to remedy the same within ten (10) days after written notice thereof is given by Lessor to Lessee.

Upon the termination of this lease or re-entry upon said premises for any one or more of the causes set forth above or upon any termination of this lease or re-entry of said premises whether by acceleration or otherwise, the rents hereunder for the entire rental period and other indebtedness, if any, payable under provision hereof shall be and become immediately due and payable and without regard whether or not possession of the premises shall have been surrendered to or taken by the Lessor.

Improvements and Fixtures

All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee upon the expiration of this lease, provided all terms, conditions and covenants of within contract have been complied with by Lessee and said Lessee restores building and premises to its original condition.

This lease shall become null and void in the event said building should be entirely destroyed by fire or other casualty, or in the event said building should be condemned and ordered torn down or removed by due process of the law, and the liability of the Lessee for the rents thereafter accruing hereunder shall cease upon the happening of said events.

Fire Clause

In the event said building should be damaged or injured by fire or other casualty to the extent of more than sixty-one per cent (61%) thereof, then, and in that event, the Lessor may elect to restore said building to substantially the same condition it was in before said fire or other casualty occurred, or may elect to cancel this lease, by giving thirty (30) days' written notice of such election to the Lessee within thirty (30) days after said fire or other casualty occurred. In the event the Lessor elects to restore said building to said substantial condition, and give written notice of said election to the Lessee within said time, then, and in those events, the Lessor will so restore said building as soon thereafter as the Lessor can do so by the exercise of reasonable diligence, and the rents due for that part of said term, beginning on the date of said fire or other casualty and ending on the date said restoration is fully completed, shall be reduced in the proportion that the damaged or injured portion of said building bears to the whole of said building. In the event the Lessor elects to cancel this lease as aforesaid, and gives written notice of said election to the Lessee within said time, then, and in those events, this lease shall cease and determine without further notice, upon the expiration of thirty (30) days from the date said notice is given to the Lessee. In the event the Lessor fails, within said period of thirty (30) days, to elect to restore said building to said substantial condition, and fails, within said time, to elect to cancel this lease, then, and in those events, the Lessee may, within thirty (30) days thereafter, terminate this lease, on account of said damage or injury to said building as aforesaid, upon giving ten (10) days' written notice thereof to the Lessor. In the event the Lessee, having the right so to do, fails within thirty (30) days to terminate this lease, then, and in that event, this lease shall be and remain in full force and effect, notwithstanding said building may have been damaged or injured as aforesaid.

In the event said building is damaged or injured by fire or other casualty, to the extent of Sixty-one per cent (61%) or less of said building, then, and in that event, the Lessor will restore said building to the condition that it was in before said fire or other casualty occurred, as soon thereafter as the Lessor can do so by the exercise of reasonable diligence; and the rents due for that part of said term, beginning on the date of said fire or other casualty and ending on the date said restoration is fully completed, shall be reduced in the proportion that the damage or injured portion of said building bears to the whole of said building.

Sub-Letting and Transfer

Each and every transfer or assignment of this lease, or any interest therein, and each and every subletting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto.

The Lessee will, upon the expiration or termination of this lease, surrender the quiet and peaceable possession of said premises in the like good order as the same were in at the commencement of said term, natural wear and tear excepted.

The Lessee will pay Lessor a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of the Lessee upon the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee violates any of the terms, conditions or covenants on the part of the Lessee herein contained. In order to further secure the prompt payment of said rents, and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages and costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all right to claim personal property as exempt from levy and sale.

Notices

All notices and demands authorized or required to be given to the Lessee hereunder, may be served upon the Lessee in person or mailed to the Lessee at said premises.

Every provision hereof applicable to the Lessor and every provision hereof applicable to the Lessee shall also bind, apply to and run in favor of "their respective successors in interest, heirs, executors, administrators or personal representatives" as fully as if said quoted words were inserted after the words "Lessor" and the "Lessee" wherever they appear herein, and the Lessor covenants that the Lessee on paying the rent and additional rent reserved and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the demised premises, provided, however, that no eviction of the Lessee by reason of the foreclosure of any mortgage now or hereafter on the demised premises shall be construed as a breach of this covenant, nor shall any action by reason thereof be brought against the Lessor; and further provided that this covenant shall bind and be enforceable against Lessor only so long as said Lessor is the owner of the fee of the land and building of which the demised premises are a part.

The Lessee will indemnify and save harmless the Lessor of and from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of the Lessee. The Lessee will indemnify, protect and save harmless the Lessor herein, from any loss, cost, damage, or expense caused by injuries to persons or property, while in, on, or about said premises herein leased, and any and all property of said Lessee which may be located or stored either in the demised premises, or the building of which the demised premises form a part shall be at the sole risk of said Lessee.

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136 The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants,
137 of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the
138 future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the
139 Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach,
140 and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing,
141 and assigned by the Lessor.

142 Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture in-
143 curred, whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no event
144 a tenancy from month to month, or from year to year.

Approval of Owner

145 Lessor, in consideration of the services rendered by , as agent of Lessor in
146 leasing said premises to Lessee, does hereby authorize said , its successors or assigns,
147 to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals or extensions of the
148 within lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's successors or
149 assigns, and hereby agrees to pay to the said , its successors or assigns, for the
150 services rendered in effecting this lease or any renewal, extension or re-leasing as above provided, an amount equal to five
151 (5%) per cent of all rents paid by virtue thereof, whether or not effected by
152 or any other person, firm or corporation, or whether or not said rent is paid direct to

153 , its successors or assigns, payment of said commissions to be made as and when rents are received by the Lessor,
154 its successors or assigns, and the said , its successors or assigns, shall be entitled to said
155 commission from the present Lessor, the Lessor's personal representatives, heirs, successors, assigns, or grantees in title of
156 the property herein described, and the same shall be a charge upon the land, tenements and hereditaments herein described.

Further Terms and Conditions Made a Part of This Lease

1. An option is hereby granted to Lessee to renew this lease for one additional five year term upon the same terms as the original term provided Lessee notifies Lessor in writing of its intention to so renew 90 days prior to the expiration of the original term.

2. If the demised premises, or such portion thereof as renders the balance unsuitable for the purposes of Lessee, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this lease, provided that such notice is given within thirty (30) days after Lessee has been deprived of possession by such taking.

Out of any award for any taking of the demised premises, in condemnation proceedings, or by right of eminent domain, Lessor shall be entitled to receive and retain the amounts awarded for such demised premises, except that Lessee shall be entitled to receive and retain only any amounts which may be specifically awarded to it in any such condemnation proceedings because of the taking of its trade furniture or fixtures and its leasehold improvements which have not become part of the realty, but not otherwise. It is understood in the event of the termination of the lease as aforesaid, Lessee shall have no claim against Lessor for the value of any unexpired term of its lease and no right or claim to any part of the award on account thereof.

3. In that the real estate and property covered by this lease is located in Alabaster, Alabama - the word "Alabaster" should and does take the place of Birmingham at all places when the word Birmingham appears in this lease.

The covenants, conditions, and agreements contained in this Lease shall bind and insure to the benefit of the Lessor and the Lessee and their respective heirs, executors, administrators, successors, and, except as otherwise provided in lines 104 to 106 hereof inclusive, their assigns.

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this 24th day of October, 19 64

ALABASTER SHOPPING CENTER, INC.,
By [signature]
President (Lessor)
Agents

Witness for Lessee:

[signature]

By [signature]
DAN STANDIFER Lessee (L. S.)

Witness for Lessee:

[signature]

(L. S.)
Lessee

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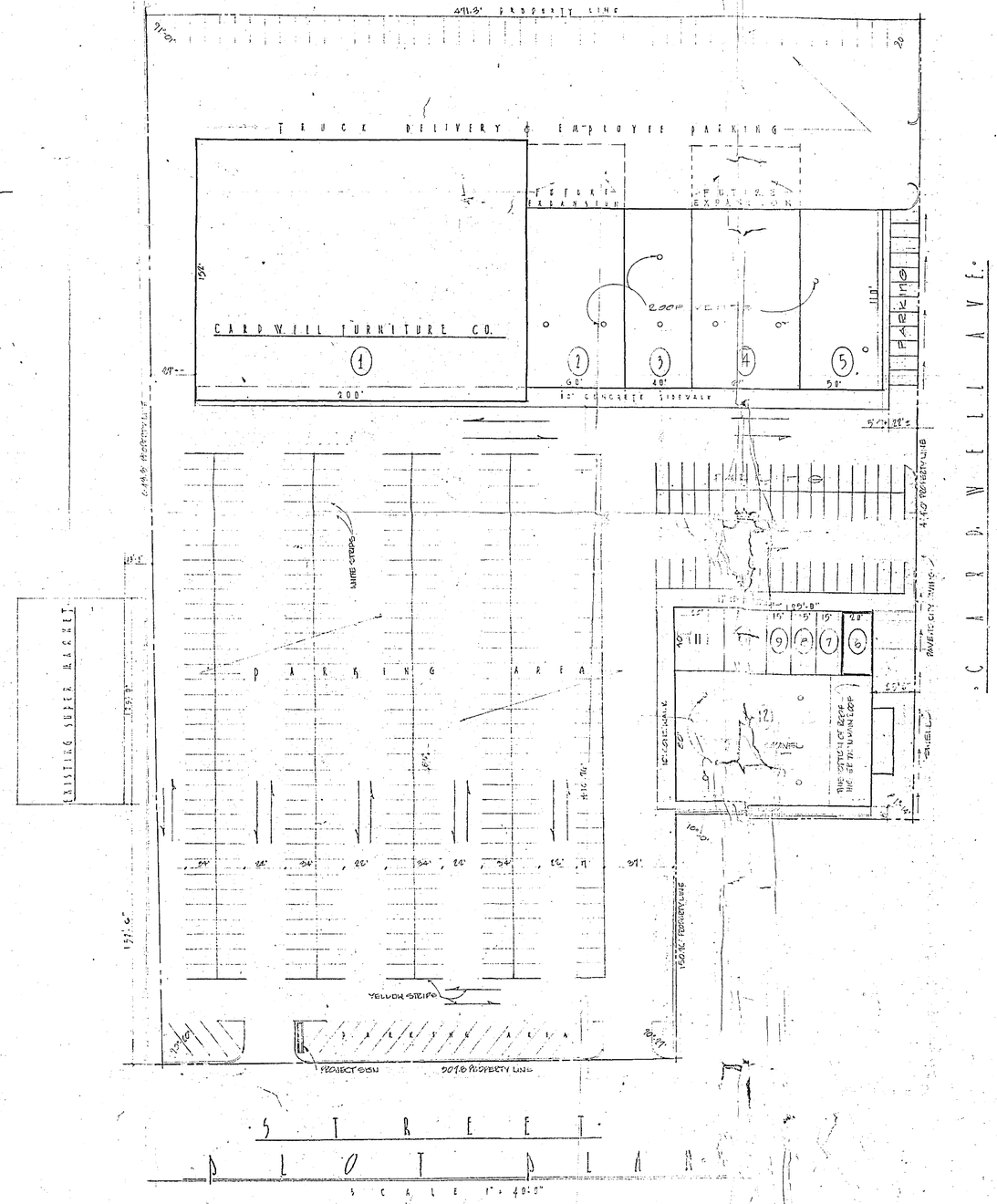
ALABASTER SHOPPING CENTER

MR. H. G. CARDWELL

DEVELOPER

HARRY D. HESTER — ARCHITECT

NO. 6 OFFICE PARK BIRMINGHAM 13, ALABAMA

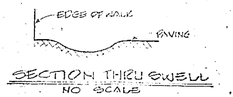


PLOT PLAN

SCALE 1" = 40'-0"

LEGEND OF STORES				
NO	NAME	SIZE	SQ FTG.	REMARKS
1.	CARDWELL FURNITURE CO.	152'X200'	49,953	GROUND FL. 20,462 SQ FT FL. 2 ND 19,624 " BSMT. 9,759 "
2.	ELMORE'S	60'X115'	6,000	50'X50' FOR FUT. EXPANSION
3.	DRUG STORE	40'X115'	4,400	
4.	DEPARTMENT STORE	67'X115'	7,570	67'X50' FOR FUT. EXPANSION
5.	WHITE'S AUTO STORE	50'X115'	5,500	
6.	FLORIST	20'X40'	800	BAKE SHOP
7.	BAKERY	15'X40'	600	FLORIST
8	BEAUTY SHOP	15'X40'	600	
9	BARBER SHOP	15'X40'	600	
10	DRESS SHOP	20'X50'	1,000	
11	SHOP	30'X40	1,200	
12	WESTERN SUPER MARKET	80'X125'	10,000	

GROSS AREA OF SITE ..... 210,822.0 SQ. FT. (4.4 ACRES)
GROSS AREA OF BUILDINGS (SALES AREA) ..... 88,823.00 FT.
CUSTOMER PARKING ..... 464 CARS
EMPLOYEE PARKING ..... 52 CARS
PARKING AREA TO BUILDING AREA ..... MIN. 2.5 TO 1



SECTION THRU CURBS
NO SCALE

"EXHIBIT A"

STATE OF ALABAMA — HARRY D. HESTER — BIRMINGHAM, ALA. — REGISTERED ARCHITECT

3/10/64	ALABASTER SHOPPING CENTER ALABASTER, ALABAMA	7/28/64
DRAWN BY 631		
APP. NO. 405	HARRY D. HESTER ARCHITECT OFFICE PARK BIRMINGHAM 13, ALABAMA	A
STAT. CHK.		

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON 1963
RECORDED IN THE ABOVE MORTGAGE OF REAL PROPERTY
AND $ 2.00 TAX ON THIS INSTRUMENT
PD. ON TAX
JUDGE OF PROBATE

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