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LEASE AGREEMENT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

This Agreement made this 1st day of February, 1967,
by and between CLARICE STONE FARRIS, a widow, of Calera,
Alabama, as "Lessor", and PURE OIL COMPANY, A DIVISION
OF UNION OIL COMPANY OF CALIFORNIA, a California corpora-
tion, with offices at 200 East Golf Road, Palatine, Illinois,
as "Lessee",

W I T N E S S E T H:

WHEREAS, Lessor is the owner of that certain tract
of land out of the Southeast Quarter of the Northwest
Quarter of Section 22, Township 22 South, Range 2 West,
in Shelby County, Alabama, as more particularly delineated
and described in the plat of survey and field notes prepared
by Frank W. Wheeler under date of February 26, 1964, a copy
of which plat of survey and field notes is attached hereto
as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, a Pure Oil Company Service Station is located
on property lying East of Lessor's land, which service sta-
tion property is separated from Lessor's land by a county
road and which service station property is more particularly
described in a Deed dated June 17, 1964 from Ralph L. Collum,
et ux, as Grantor, to Station Development Corporation, as
Grantee, said Deed being recorded in Deed Book 231 at Page 67
in the Probate Office of Shelby County, Alabama; and

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WHEREAS, Lessee desires to lease from Lessor a small area for the purpose of erecting a complex sign advertising Lessee's service station business, which complex sign will also be utilized for advertising a restaurant business (or possibly a motel business, as noted in Section 1(b), below) conducted on Lessor's land, and Lessor is agreeable to leasing said small area to Lessee for such purposes, all in accordance with the following terms and provisions:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the premises and the additional undertakings of Lessee as hereinafter set forth, Lessor hereby leases and lets unto Lessee that certain tract or parcel of land out of the Southeast Quarter of the Northwest Quarter of Section 22, Township 22 South, Range 2 West, in Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 22, Township 22 South, Range 2 West; thence run West along the North line of said Quarter-Quarter Section, a distance of 237.58 feet to the right-of-way line of old Highway No. 25; thence turn an angle of $36^{\circ} 13'$ to the left and run along said right-of-way line a distance of 494.17 feet to the East right-of-way line of I-65; thence turn an angle of $68^{\circ} 07'$ to the left and run along said right-of-way line a distance of 232.65 feet; thence turn an angle of $10^{\circ} 50'$ to the left and run along said right-of-way line a distance of 233.81 feet; thence turn an angle of $76^{\circ} 34'$ to the left and run a distance of 5.00 feet to the point of beginning; thence continue in the same direction a distance of 35.00 feet; thence turn an angle of $103^{\circ} 26'$ to the left and run a distance of 25.00 feet; thence turn an angle of $76^{\circ} 34'$ to the left and run a distance of 35.00 feet; thence turn an angle of $103^{\circ} 26'$ to the left and run a distance of 25.00 feet to the point of beginning.

Said leased tract is more particularly delineated and de-

scribed in the plat of survey and field notes prepared by Frank W. Wheeler under date of June 23, 1966, a copy of which plat of survey and field notes is attached hereto as Exhibit "B" and made a part hereof for all purposes.

TO HAVE AND TO HOLD the same unto Lessee for a period of twenty-five (25) years commencing on the first (1st) day of March, 1967 and ending on the twenty-ninth (29th) day of February, 1992 (hereinafter referred to as the "original term").

Lessee is hereby granted the option of extending this lease for an additional period of five (5) years commencing on the first (1st) day of March, 1992 and ending on the twenty-eighth (28th) day of February, 1997, under the same terms and conditions as outlined herein for the original term hereof (except as to the rental payable therefor) by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the original term.

Lessee is hereby granted the further option of extending this lease for an additional period of five (5) years commencing on the first (1st) day of March, 1997 and ending on the twenty-eighth (28th) day of February 2002 under the same terms and conditions as outlined herein for the original term hereof (except as to the rental payable therefor) by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the first extended term.

As rental for said premises, Lessee agrees to pay to Lessor the sums specified below at the times indicated:

A. Rental for the original twenty-five (25) year

term is the sum of Twenty-Five Dollars (\$25.00), which sum of Twenty-Five Dollars (\$25.00) Lessee has this day paid to Lessor and the receipt thereof is hereby acknowledged.

- B. If Lessee exercises its option to extend the term of this lease to February 28, 1997, the rental for said first extended term will be the sum of Five Dollars (\$5.00), which will be paid by Lessee to Lessor when Lessee gives written notice of exercise of its option to extend.
- C. If Lessee exercises its further option to extend the term of this lease to February 28, 2002, the rental for said second extended term will be the sum of Five Dollars (\$5.00), which will be paid by Lessee to Lessor when Lessee gives written notice of exercise of its option to extend.

Rental may be paid by check or draft of Lessee, mailed or delivered to Lessor at Lessor's address shown below, on or before the due date.

This lease is upon the following additional terms and provisions:

- 1.(a) Lessee shall have the right, at its sole cost and expense, but not the obligation, to erect, or cause to be erected, and thereafter to maintain on the tract hereby leased, a 60' complex sign consisting generally of two (2) sign poles standing approximately 60' in height on which will be mounted a 16' Pure Seal (or some equivalent sign), advertising Lessee's service station business, and an 8' x 30' restaurant sign (or some equivalent sign), adver-

tising Lessor's restaurant business; provided that if said complex sign is installed, then so long as Lessee displays thereon and maintains the 16' Pure Seal (or its equivalent), Lessee shall also be obligated (except as otherwise provided in paragraph (b) of this Section 1, below) to display thereon and maintain the 8' x 30' restaurant sign (or its equivalent).

(b) At any time during the term of this lease, or any extension hereof, Lessor shall have the right, at Lessor's sole cost and expense, but not the obligation, to have removed the 8' x 30' restaurant sign (or its equivalent) and to purchase and have installed in lieu thereof one of Lessee's "Code 2216" 5' x 24' motel signs (or its equivalent), advertising Lessor's motel business. In this connection, however, it is expressly understood that if Lessor so elects to substitute a motel sign for the restaurant sign, then the cost of the motel sign, together with the expenses attributable to removal of the restaurant sign and the mounting and subsequent maintenance of the motel sign, shall be borne entirely by Lessor (except that Lessee will perform minor maintenance on the motel sign from time to time as it performs similar work on the remainder of the complex sign). The motel sign shall be the property of Lessor, but Lessee shall retain title to the restaurant sign and may take same from the leased premises. Further, in order to assure protection to the overall complex sign installation, Lessee reserves and shall have the right to approve Lessor's

selection of the party who will perform the substitution of signs, and Lessor will indemnify Lessee against damage to the remainder of the complex sign arising during the substitution work.

2. If Lessee erects, or causes to be erected, said complex sign, then Lessee agrees that it will construct, or cause to be constructed, around the base thereof a brick flower planter having inside dimensions of 16' in length, 5' in width and 3' in height. Lessor shall then have the right (but no obligation) to plant and maintain in said planter, flowers and shrubs of Lessor's selection. Lessee shall have no obligation with reference to the planting of said planter. The maintenance of said planter (as distinguished from the maintenance of the complex sign itself) shall be the responsibility of the Lessor.

3. Lessor hereby gives and grants unto Lessee full rights of ingress and egress over Lessor's adjacent property to allow Lessee, its agents and servants, free access to the tract hereby leased for the purpose of erecting and maintaining, or causing to be erected and maintained, said complex sign. Lessor also gives and grants to Lessee the right to run, or cause to be run, such electrical service lines on, under, over and across Lessor's adjacent property to the complex sign as may be needed therefor; provided, that should electric lines be installed beneath the surface, then after such installation, Lessee will, as nearly as possible, restore the surface to its condition prior to the excavation, including the restoration of any paving or similar surfacing.

4. Except as otherwise expressly provided to the contrary in this agreement (including particularly, but without limitation by enumeration, the contrary provisions of Section 1(b) hereof), Lessee shall be solely responsible for the total cost of Lessee's construction, operation and maintenance of the complex sign, including the payment of all utility bills connected therewith, and Lessor shall in no manner be responsible for any present or future expenses incurred in connection with the installation and maintenance of said complex sign. Lessee agrees that it will comply with all valid laws, ordinances, rules and regulations of any governmental authority respecting Lessee's installation and maintenance of said complex sign, and that it will allow no liens to attach to Lessor's property as a result of Lessee's installation, maintenance and operation of said complex sign.

5. Lessor agrees to pay as they become due all taxes, assessments and obligations which are or may become a lien on the land itself which is leased hereunder and any property belonging to Lessor located or installed thereon, and if Lessor should fail or refuse to do so, Lessee shall have the right, but not the obligation, to make such payments for the account of Lessor, in which event Lessee shall be subrogated to all the rights of the holder of such lien. Lessee agrees to pay as they become due all taxes, assessments and obligations levied or assessed against Lessee's property included in the complex sign and any other property of Lessee located on the leased premises.

6. It is a condition of this lease that Lessee shall receive from the proper authorities such licenses, consents and permits, if any, as shall be required for the installation, maintenance and operation of the complex sign on the demised premises, and Lessee shall have the right to apply for any such required licenses, consents or permits, either in the name of Lessor or in the name of Lessee or Lessee's nominee. If any such licenses, consents or permits, when granted, impose conditions upon Lessee, or upon the erection, maintenance and operation of said complex sign which, in Lessee's sole judgment, are or may become unduly burdensome, Lessee shall have the right to reject same. In event Lessee is unable to secure any such required licenses, consents or permits, or in event Lessee rejects same, then Lessee may at any time thereafter forthwith cancel this lease by giving written notice thereof to Lessor.

Further, if at any time during the term of this lease, or any extension hereof, any one (1) or more of the following events shall exist or occur:

(a) The use of the leased premises for the purposes contemplated hereby shall be prevented, suspended or limited by any zoning statute or ordinance, or by any other federal, state, municipal or governmental action, law or regulation; or if the use of said premises for such purposes be affected or impaired by the widening, altering or improving of any streets or roadways fronting or adjoining said premises; or should the state or federal government reroute any state or

federal highway now adjacent to or in close proximity to the leased premises; or

(b) The complex sign be destroyed or severely damaged by fire, lightning, action of the elements or similar causes and Lessee shall elect not to rebuild or repair same; or

(c) It be determined that Lessor does not have good and marketable title to the leased premises; or

(d) The operation of a service station handling Pure Oil Company or Union Oil Company of California products on property to the East of the leased premises, as recited above, no longer be continued;

then in any or either of such events, Lessee, at its option, may at any time thereafter forthwith cancel this lease by giving written notice thereof to Lessor.

In addition to the foregoing, Lessee shall have the right, at its option, to terminate this lease at any time upon the giving of not less than thirty (30) days written notice thereof to Lessor and the payment to Lessor of the sum of One Hundred Dollars (\$100.00) in cash.

Should this lease be terminated by Lessee in accordance with any of the foregoing provisions of this Section 6, Lessor shall not be obligated to refund to Lessee any portion of the rent theretofore paid by Lessee to Lessor hereunder; however, Lessee shall have the right to dismantle and remove the complex sign and any other equipment of Lessee in accordance with the provisions of Section 7 following; and in event of any such termination, each party shall thereupon be relieved of any further obligation to the other hereunder.

7. The complex sign and all components thereof and all structures and equipment which may be installed or placed on the leased premises by Lessee (including the restaurant sign, but excluding any motel sign which may be bought and installed by Lessor pursuant to the provisions of Section 1(b), above) shall remain and be the property of Lessee, and (subject to the provisions of Section 1(a), above) Lessee shall have the right and privilege of removing any and all of such property and equipment at any time during the original term, or any extension thereof, and at the end of this lease (whether by expiration of the original term, or any extension thereof, or by earlier termination) and for a period of sixty (60) days thereafter. In this connection, and in event of such dismantling and removal, Lessee shall make every reasonable effort to refrain from damaging the planter to be installed around the base of the complex sign (as well as any motel sign installed by Lessor pursuant to the provisions of Section 1(b), above), but Lessee shall not be responsible for any damage thereto, nor shall Lessee be required to restore same if the planter (or such motel sign) be damaged or destroyed in the removal of Lessee's property.

8. If the leased premises be condemned or appropriated by public authority or any party exercising the right of eminent domain, then this agreement shall thereupon terminate. Lessor shall be entitled to receive the entire proceeds of any award allocable to the land and Lessee

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shall be entitled to receive the entire proceeds of any award allocable to the loss of the right to display the complex sign and the cost of dismantling and removal thereof. Each party shall pay its own costs and expenses incurred in connection with any such condemnation proceeding.

9. Notwithstanding anything in the foregoing provisions of this lease, it is specifically agreed that unless Lessee commences, or causes to be commenced, the installation of the complex sign within one (1) year from the date hereof and thereafter diligently pursues said installation to completion, then Lessor shall have the right to terminate this lease by giving written notice thereof to Lessee. Further, after said complex sign has been completed, if at any time during the term of this lease, or any extension hereof, said complex sign be destroyed by fire, storm or similar catastrophe, then unless within a period of one (1) year after such destruction Lessee commences, or causes to be commenced, the restoration of said complex sign, Lessor shall have the right to terminate this lease by giving written notice thereof to Lessee.

Should this lease be terminated by Lessor in accordance with the foregoing provisions of this Section 9, Lessor shall not be obligated to refund to Lessee any portion of the rent theretofore paid by Lessee to Lessor hereunder; however, Lessee shall have the right to dismantle and remove such portion of the complex sign as may then be on the leased premises, together with any other equipment of Lessee thereon,

in accordance with the provisions of Section 7, above; and in event of any such termination, each party shall thereupon be relieved of any further obligation to the other hereunder.

10. At all times during the term of this lease, and any extension hereof (and except as may be otherwise specifically provided in this agreement), Lessee agrees and obligates itself to protect, indemnify and save Lessor wholly harmless from any and all costs, claims, damages, liabilities, judgments and decrees in any wise growing out of, attributable to or resulting from loss or damage to any property whatsoever or injury to or death of any person whomsoever, occurring, suffered or sustained by reason of any act, negligence, default or commission of Lessee, its agents, servants and employees, in connection with Lessee's installation, maintenance and operation of said complex sign, or which may in any manner or to any extent be attributable thereto, including damage to property of Lessor; provided that Lessee shall not be obligated under this Section 10 with reference to any loss, damage or injury caused by Lessor, including any loss which might result from Lessor's substitution of a motel sign for the restaurant sign, pursuant to the provisions of Section 1(b), above.

11. Lessee shall have the right to assign this lease or sublet the leased premises, and the terms, conditions and covenants hereof shall extend to, be binding upon and inure to the benefit of the parties hereto and their successive heirs, executors, administrators, successors and assigns, respectively, and shall run with the land.

12. The undertakings of Lessee hereunder and the payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for any and all options and rights herein granted by Lessor to Lessee. Any notices or inquiries regarding this lease shall be delivered to Lessor at:

P. O. Box 137
Calera, Alabama

and to Lessee at:

200 East Golf Road
Palatine, Illinois (60067)
Attention: Real Estate Manager

or such other address as the parties, respectively, may from time to time designate in writing. Notice may be given by registered or certified mail, in which event the date of service shall be the date on which such notice is deposited in a United States Post Office, properly stamped and addressed.

WITNESS the execution hereof in duplicate originals on the day and year first above written.

Clarice Stone Farris
CLARICE STONE FARRIS

PURE OIL COMPANY, A DIVISION OF
UNION OIL COMPANY OF CALIFORNIA

By J. D. Leahy
Vice President
UNION OIL COMPANY OF CALIFORNIA

By W. E. Froese
Assistant Secretary
UNION OIL COMPANY OF CALIFORNIA



STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned authority, in and for said county, in said state, hereby certify that CLARICE STONE HARRIS, a widow, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 15th day of February, 1967

J. P. Nelson

Notary Public in and for
Shelby County, Alabama

My commission expires:

January 1971

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned authority, in and for said county, in said state, hereby certify that D. D. Clark, whose name as Vice President, and H. C. Froeschle, whose name as Assistant Secretary, of UNION OIL COMPANY OF CALIFORNIA, a corporation, are signed to the foregoing instrument, and both of whom are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, they, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 21st day of February, 1967.

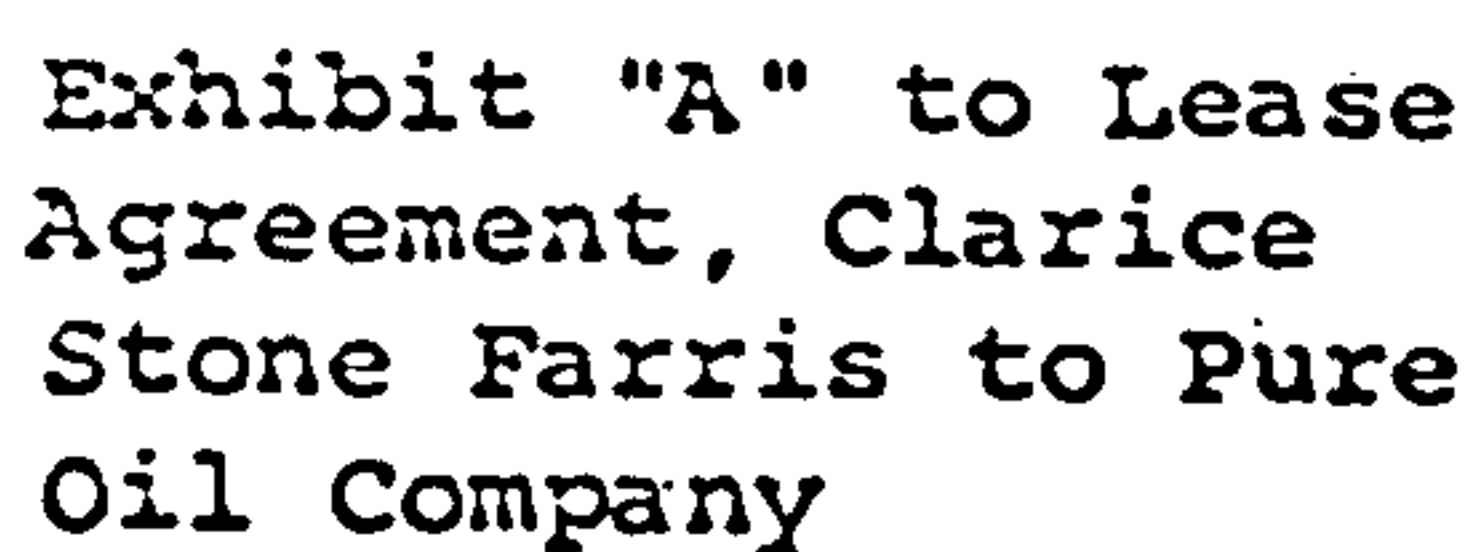
Helen V. Ramm

Notary Public in and for
Cook County, Illinois

My commission expires:

HELEN V. RAMM
NOTARY PUBLIC, Cook County, Illinois
My commission expires May 8, 1968

7-1-28
WOMAN'S CLUB



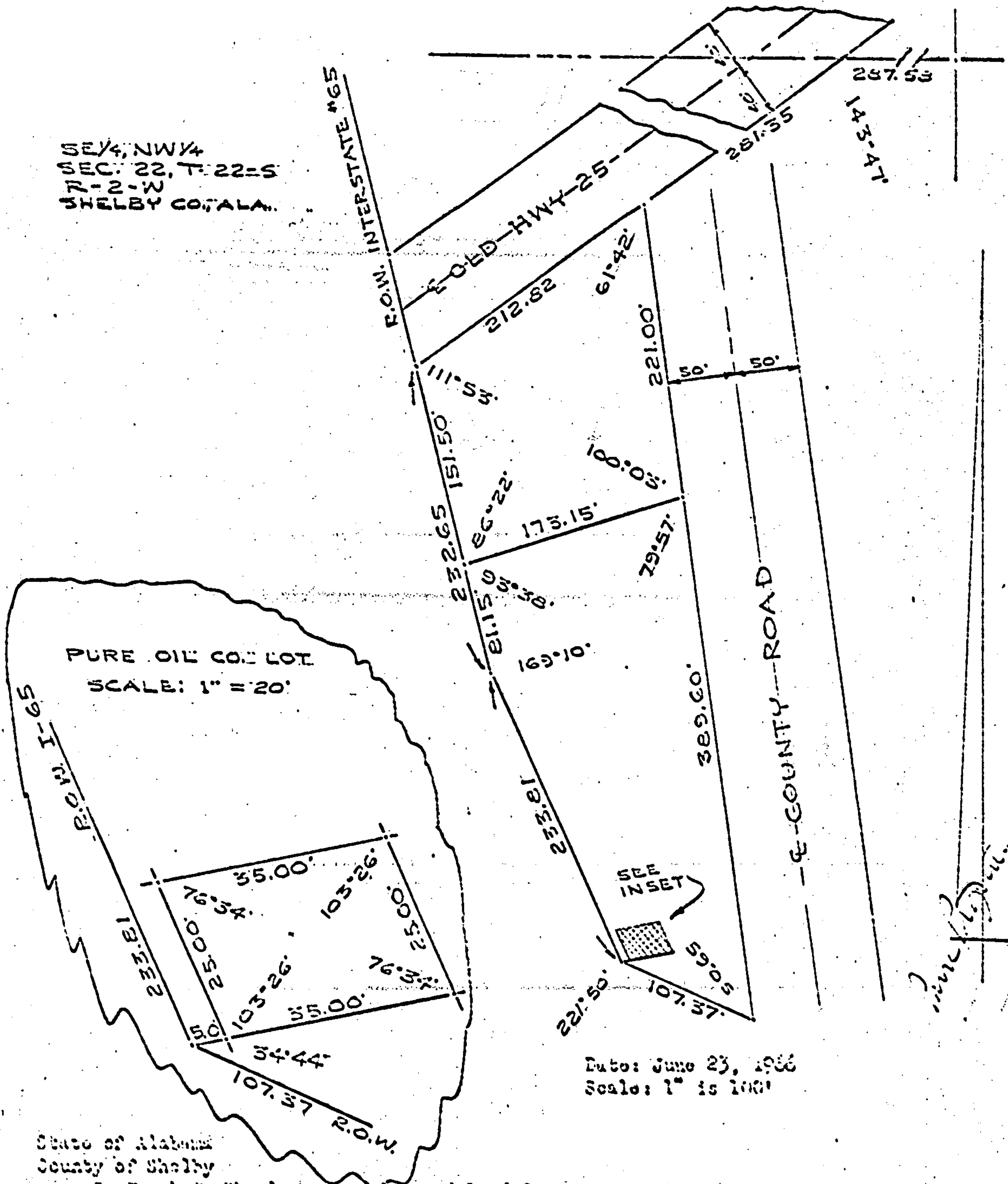
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Commence at the NE corner of the NE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 22, T-22-S, R-2-W, thence run West along the North line of said $\frac{1}{4}$ Sec. a distance of 267.58 ft., thence turn an angle of 36 deg. 13 min. to the left, and run a distance of 281.75 ft., thence turn an angle of 61 deg. 42 min. to the left, and run a distance of 221.00 ft., to the point of beginning, thence continue in the same direction a distance of 580.60 ft., thence turn an angle of 120 deg. 54 min. to the right and run a distance of 107.37 ft., thence turn an angle of 41 deg. 50 min. to the right and run a distance of 233.81 ft., thence turn an angle of 10 deg. 50 min. to the right and run a distance of 81.15 ft., thence turn an angle of 30 deg. 22 min. to the right and run a distance of 173.15 ft., to the point of beginning. Situated in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 22, T-22-S, R-2-W, Shelby County, Alabama.

This the 25. day of Nov. 1864.

Front 8. Wheel 14

SE 1/4, NW 1/4
SEC. 22, T. 22-S
R. 2-W
SHELBY CO., ALA.



State of Alabama
County of Shelby

I, Frank W. Wheeler, a registered Land Surveyor in the State of Alabama, hereby certify that this is a true and correct plan of a survey made by me in the SE 1/4 of the NW 1/4 of Sec. 22, T-22-S, R-2-W, Shelby County, Alabama, described as follows:

Commence at the NE corner of the SE 1/4 of the NW 1/4 of Sec. 22, T-22-S, R-2-W, thence run West along the North line of said 1/4 Sec., a distance of 287.53 ft., to the R.O.W. line of old Hwy. No. 25, thence turn an angle of 36 deg. 13 min. to the left and run along said R.O.W. line a distance of 143.41 ft., to the East R.O.W. of I-65, thence turn an angle of 68 deg. 07 min. to the left and run along said R.O.W. line a distance of 232.65 ft., thence turn an angle of 10 deg. 50 min. to the left and run along said R.O.W. line a distance of 253.81 ft., thence turn an angle of 76 deg. 31 min. to the left and run a distance of 5.00 ft., to the point of beginning, thence continue in the same direction a distance of 35.00 ft., thence turn an angle of 103 deg. 26 min. to the left and run a distance of 25.00 ft., thence turn an angle of 76 deg. 31 min. to the left and run a distance of 35.00 ft., thence turn an angle of 103 deg. 26 min. to the left and run a distance of 25.00 ft., to the point of beginning. Situated in the SE 1/4 of the NW 1/4 of Sec. 22, T-22-S, R-2-W, Shelby County, Alabama.

This the 23rd day of June 1966

Frank W. Wheeler
Frank W. Wheeler
Ala. Reg. L.S. 5585

Exhibit "B" to Lease
Agreement, Clarice
Stone Farris to Pure
Oil Company

BMH 236-66

FRANK W. WHEELER LAND SURVEYING COLUMBIANA, ALABAMA	
DATE	JUNE 23, 1966
SCALE	NOTED
OWNER	PURE OIL CO. MURFREESBORO, TENN.

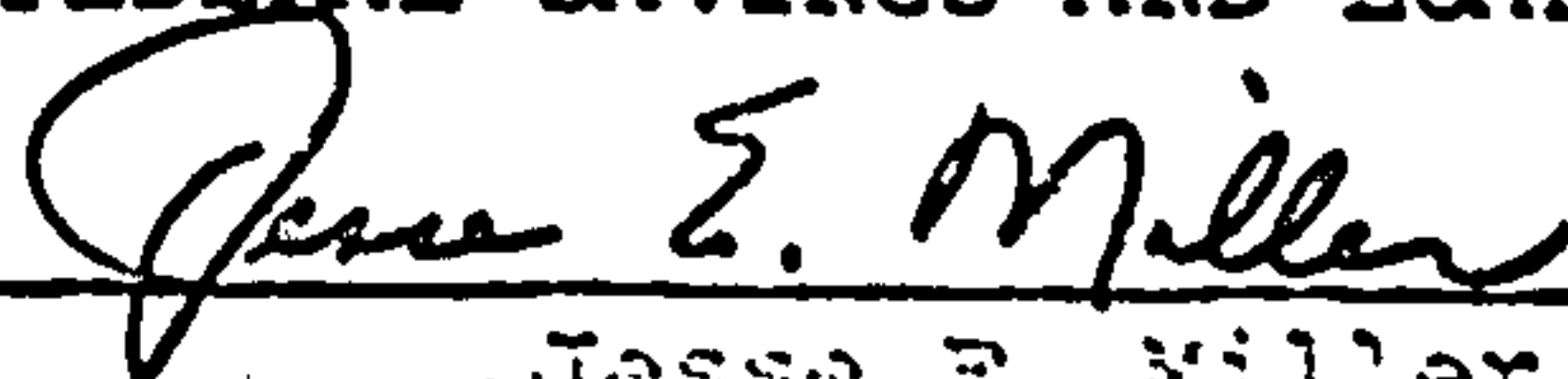
ASSENT OF LIEN HOLDER

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, of Jefferson County, Alabama, the owner and holder of the lien on the premises described in the foregoing Lease Agreement, under the terms of that certain Mortgage Deed from O. C. FARRIS and wife, CLARICE FARRIS, as Mortgagors, to CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, as Mortgagee, dated January 14, 1964 and recorded in Mortgage Book 286 at Page 160 in the Probate Office of Shelby County, Alabama, having read the foregoing Lease Agreement and being familiar with the same, does hereby consent to the provisions thereof and agrees that the complex sign and all components thereof and all structures and equipment which may be installed or placed on the leased premises by the Lessee shall remain and be the property of Lessee, and shall remain personal property, and shall be exempt from levy, sale, attachment or distress for any payment or other obligation due or to become due under said Mortgage Deed or the Note secured thereby, and that said Lessee, its successors and assigns, may enter upon the leased premises with such agents and appliances as it may deem necessary and remove any or all of such complex sign, structures and equipment at any time without notice to the undersigned or legal process directed to the undersigned; and the undersigned further agrees that said lease and the rights of the Lessee thereunder shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises.

WITNESS the execution hereof this 16th day of February, 1967.

CITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By



Jesse E. Miller
President

Attest:



E. C. Gardner
Assistant Secretary

ASSENT OF LIEN HOLDER

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, EXCHANGE SECURITY BANK, of Jefferson County, Alabama, the owner and holder of the lien on the premises described in the foregoing Lease Agreement, under the terms of that certain Mortgage Deed from O. C. FARRIS and CLARICE FARRIS, as Mortgagors, to EXCHANGE SECURITY BANK, as Mortgagee, dated April 1, 1964 and recorded in Mortgage Book 287 at Page 455 in the Probate Office of Shelby County, Alabama, having read the foregoing Lease Agreement and being familiar with the same, does hereby consent to the provisions thereof and agrees that the complex sign and all components thereof and all structures and equipment which may be installed or placed on the leased premises by the Lessee shall remain and be the property of Lessee, and shall remain personal property, and shall be exempt from levy, sale, attachment or distress for any payment or other obligation due or to become due under said Mortgage Deed or the Note secured thereby, and that said Lessee, its successors and assigns, may enter upon the leased premises with such agents and appliances as it may deem necessary and remove any or all of such complex sign, structures and equipment at any time without notice to the undersigned or legal process directed to the undersigned; and the undersigned further agrees that said lease and the rights of the Lessee thereunder shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises.

WITNESS the execution hereof this 16th day of February, 1967.

EXCHANGE SECURITY BANK

By J. L. Clark, A.C.
Vice President ASST. CASHIER

Attest:

Helen S. Kerner

ASSENT OF LIEN HOLDER

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, BERNICE HIGHTOWER, joined herein by her husband, JOHN M. HIGHTOWER, of Talladega County, Alabama, the owner and holder of the lien on the premises described in the foregoing Lease Agreement, under the terms of that certain Mortgage from O. C. FARRIS and wife, CLARICE FARRIS, as Mortgagors, to BERNICE HIGHTOWER, as Mortgagee, dated July 14, 1965 and recorded in Mortgage Book 294 at Page 713 in the Probate Office of Shelby County, Alabama, having read the foregoing Lease Agreement and being familiar with the same, does hereby consent to the provisions thereof and agrees that the complex sign and all components thereof and all structures and equipment which may be installed or placed on the leased premises by the Lessee shall remain and be the property of Lessee, and shall remain personal property, and shall be exempt from levy, sale, attachment or distress for any payment or other obligation due or to become due under said Mortgage or the Note secured thereby, and that said Lessee, its successors and assigns, may enter upon the leased premises with such agents and appliances as it may deem necessary and remove any or all of such complex sign, structures and equipment at any time without notice to the undersigned; and the undersigned further agrees that said lease and the rights of the Lessee thereunder shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises.

WITNESS the execution hereof this 16 day of February, 1967.

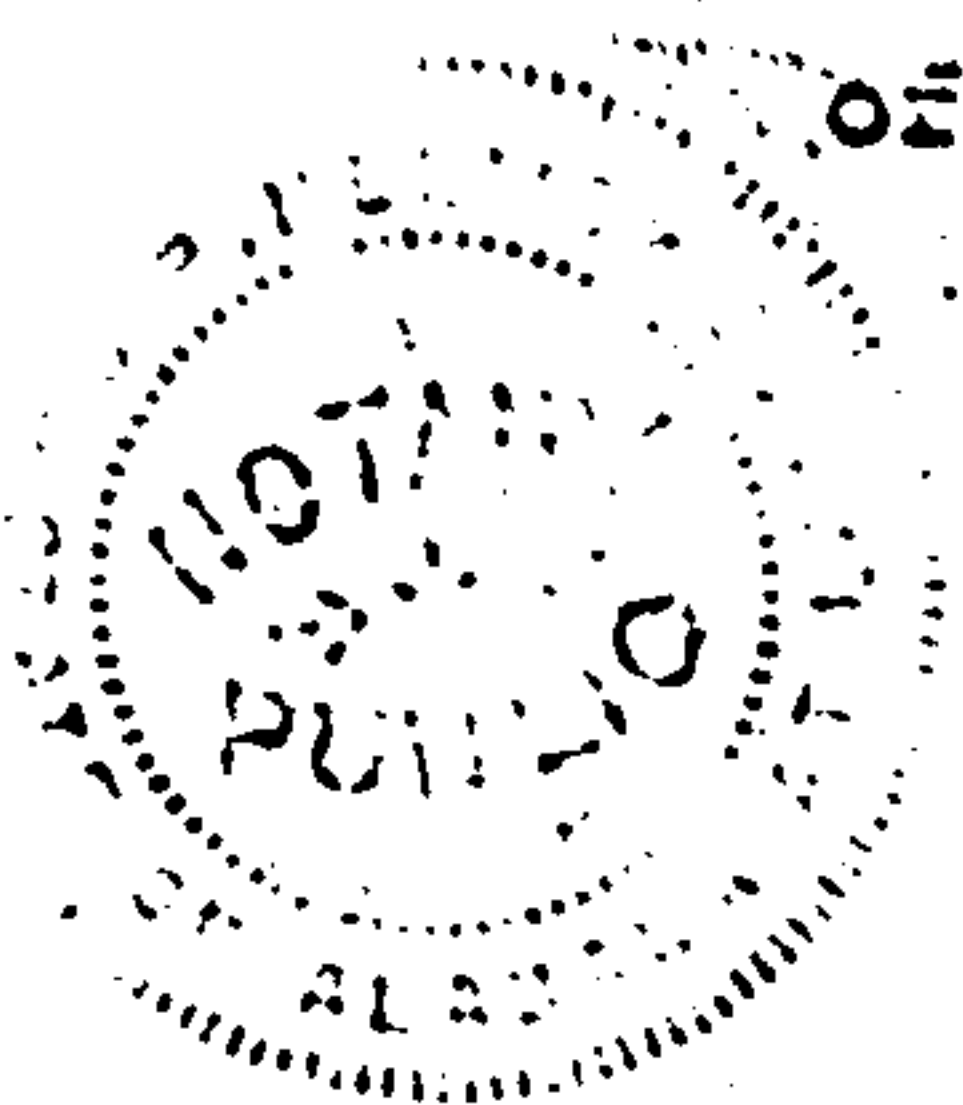
Bernice Hightower
Bernice Hightower

John M. Hightower
John M. Hightower

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned authority, in and for said county, in said state, hereby certify that JESSE E. MILLER, whose name as President, and E. C. GARDNER, whose name as Assistant Secretary, of CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, are signed to the foregoing instrument, and both of whom are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, they, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 16th day of FEBRUARY, 1967.



J. P. Nelson
Notary Public in and for
Jefferson County, Alabama

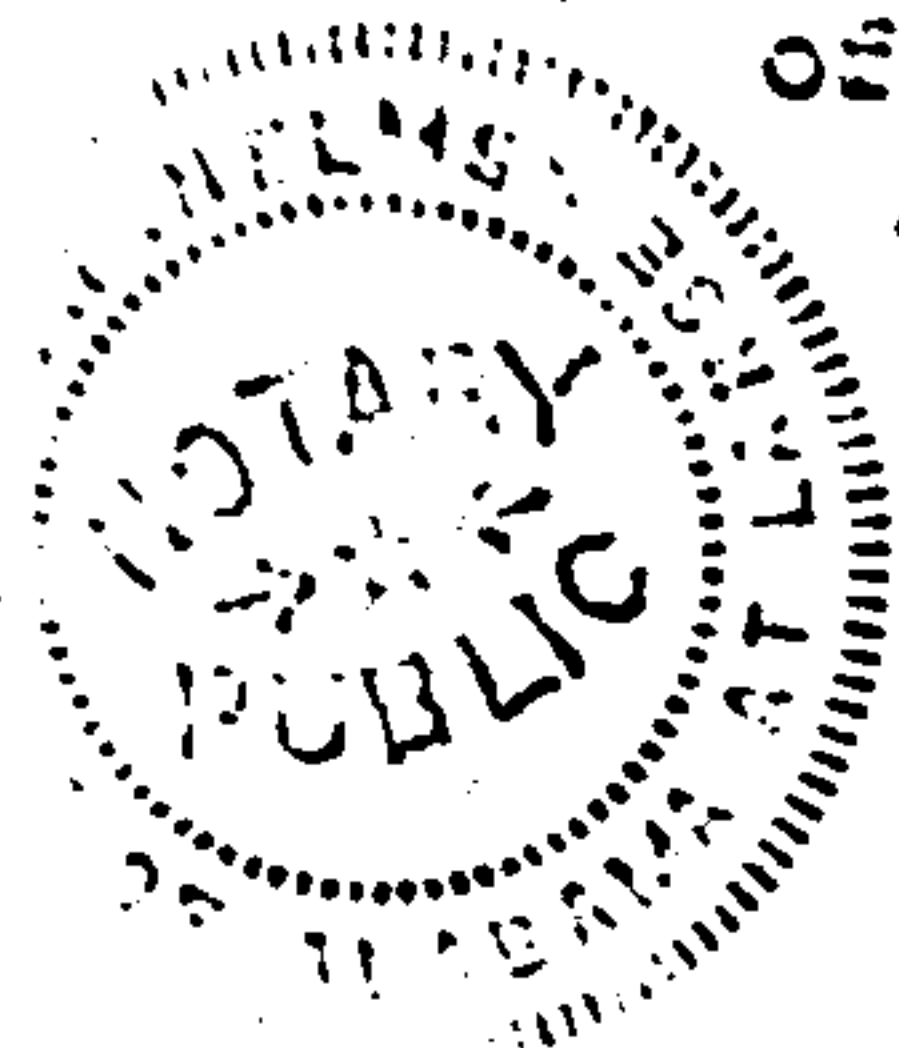
My commission expires:

January 1971

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned authority, in and for said county, in said state, hereby certify that JOHN A. CLARK, whose name as ASST. CASHIER, and HELEN S. KERNER, whose name as SECRETARY, of EXCHANGE SECURITY BANK, a corporation, are signed to the foregoing instrument, and both of whom are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, they, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this 16th day of FEBRUARY, 1967.



J. P. Nelson
Notary Public in and for
Jefferson County, Alabama

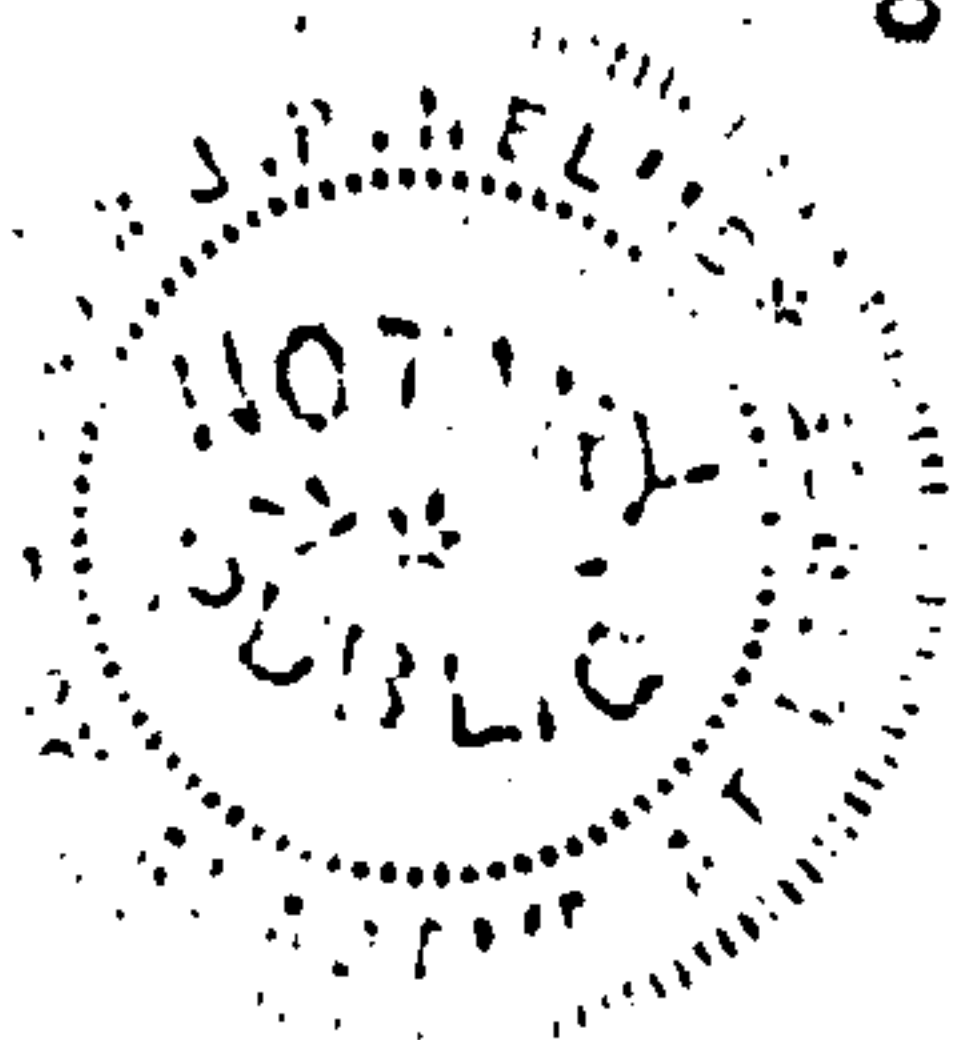
My commission expires:

January 1971

STATE OF ALABAMA)
)
COUNTY OF TALLADEGA)

I, the undersigned authority, in and for said county, in said state, hereby certify that LERVINE HIGHTOWER and JOHN M. HIGHTOWER, her husband, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they each executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 16th day of February, 1967.



J. P. Nelson
Notary Public in and for
Talladega County, Alabama

My commission expires:

January 1971

STATE OF ALA. SHELBY CO.
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