

19731020000058510 1/4 \$.00
Shelby Cnty Judge of Probate, AL
10/20/1973 12:00:00 AM FILED/CERT

LEASE 490

THIS INDENTURE, made and entered into this 20th day of October, 1973, by and between Kathryn F. Brown, as Lessor, and herself, Kathryn F. Brown, and her husband, George W. Brown, as Lessees, witnesseth:

That the Lessor does grant, demise and lease to the Lessees, and the Lessees do hire and rent from the Lessor, the following described property situated in Shelby County, Alabama:

Start at the center of Section 34, of Township 19 South, Range 2 East and go South on said center line of Section 34 322.3 feet, more or less, to the Southerly right of way line of Highway 280; thence South 54 deg. 00 min. East along said Southerly right of way line 303.8 feet to the point of beginning which point is 240 feet perpendicular from said center line of Section 34; thence South 1 deg. 48 min. East 814.5 feet, more or less, to a point in the North line of the South Half of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34; thence West 240 feet at right angle to last described course to the said center Section 34; thence South on said center line of Section 34 a distance of 660 feet, more or less, to a point in the South line of the North Half of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34; thence East on the South line of the North Half of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 34 1320 feet, more or less, to its Southeast corner; thence North along the East line of North Half of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ 660 feet, more or less, to the Southerly right of way line of Highway 280; thence North 54 deg. 00 min. West along said Southerly right of way line 1328.92 feet, more or less, to point of beginning and containing 29.8 acres, more or less, and subject to legal highways, according to survey of G. E. Culp, Registered Land Surveyor, dated September 20, 1973, a map or sketch of said parcel being attached hereto as Exhibit "A" and by reference hereto is made a part hereof.

The term of this Lease shall be from this present date, for and during the term of the life of the Lessee, George W. Brown, to terminate upon the death of said George W. Brown. Should the death of the Lessee, Kathryn F. Brown, occur prior to the death of the Lessee, George W. Brown, this Lease shall remain in full force and effect for the sole and exclusive benefit of said George W. Brown, as sole Lessee, thereafter until the death of said George W. Brown.

The rental payments to be paid by the Lessees to the Lessor is and shall be at the rate of \$1.00 per year for and during the term of this Lease and until the death of the Lessee, George W. Brown, and the Lessor acknowledges receipt from the Lessees of the sum of

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\$10.00 as advanced rental payments under the terms of this Lease, there being no further rental payments due by the Lessee until October 20, 1983.

The Lessees shall have the right to improve the above describe property as a trailer park, or otherwise as they may see fit, to landscape said property, to install and to maintain, and to contract for the installation or maintenance of, water, gas, electric, sewer, and other utility lines, roads and roadways, and to grant permanent or personal rights of way and easements over and across said property to extend beyond the term of this Lease, to run with the land, and to develop said property as the Lessee see fit.

The Lessees shall have the right to sub-let said property, or any portion or lot thereof, to extend beyond the term of this Lease, but not to extend more than five years from the date of said sub-lease.

The Lessees agree to keep the leased premises in a condition of reasonable cleanliness during the term of this Lease.

The Lessees agree to pay all ad valorem taxes which may be levied against the leased premises during the term of this Lease.

At the termination of this Lease, and if said George W. Brown has survived said Kathryn F. Brown, said George W. Brown's heirs assigns, and personal representatives shall deliver the above described property, with all improvements situated thereon, and subject to any existing sub-lease or sub-leases of said property or portions thereof which have been made by him during his lifetime and not exceeding the term of five years from the date of said sub-lease or sub-leases, and subject to all easements and rights of way which have been granted by him during his lifetime, to the Lessor's heirs and assigns, or personal representatives, this Lease, and the terms and provisions hereof, being binding upon the respective heirs, assigns, and personal representatives of the Lessor and the Lessees.

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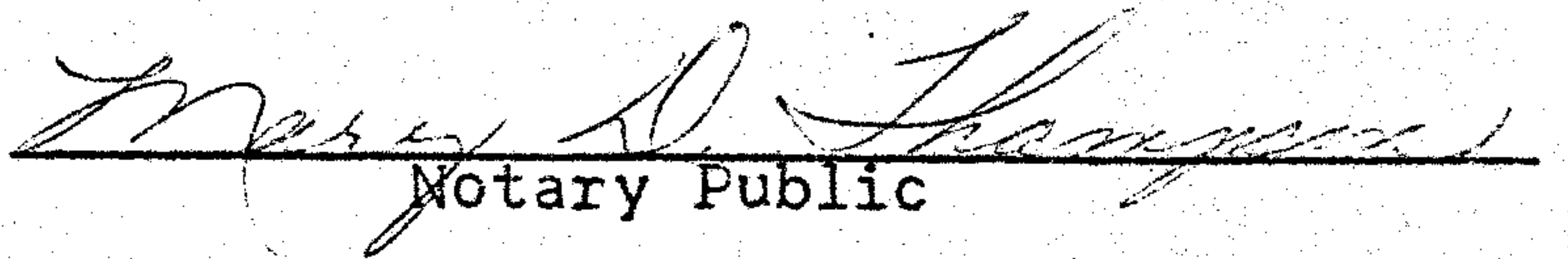
Witness

Witness Mary A. Thompson

Witness

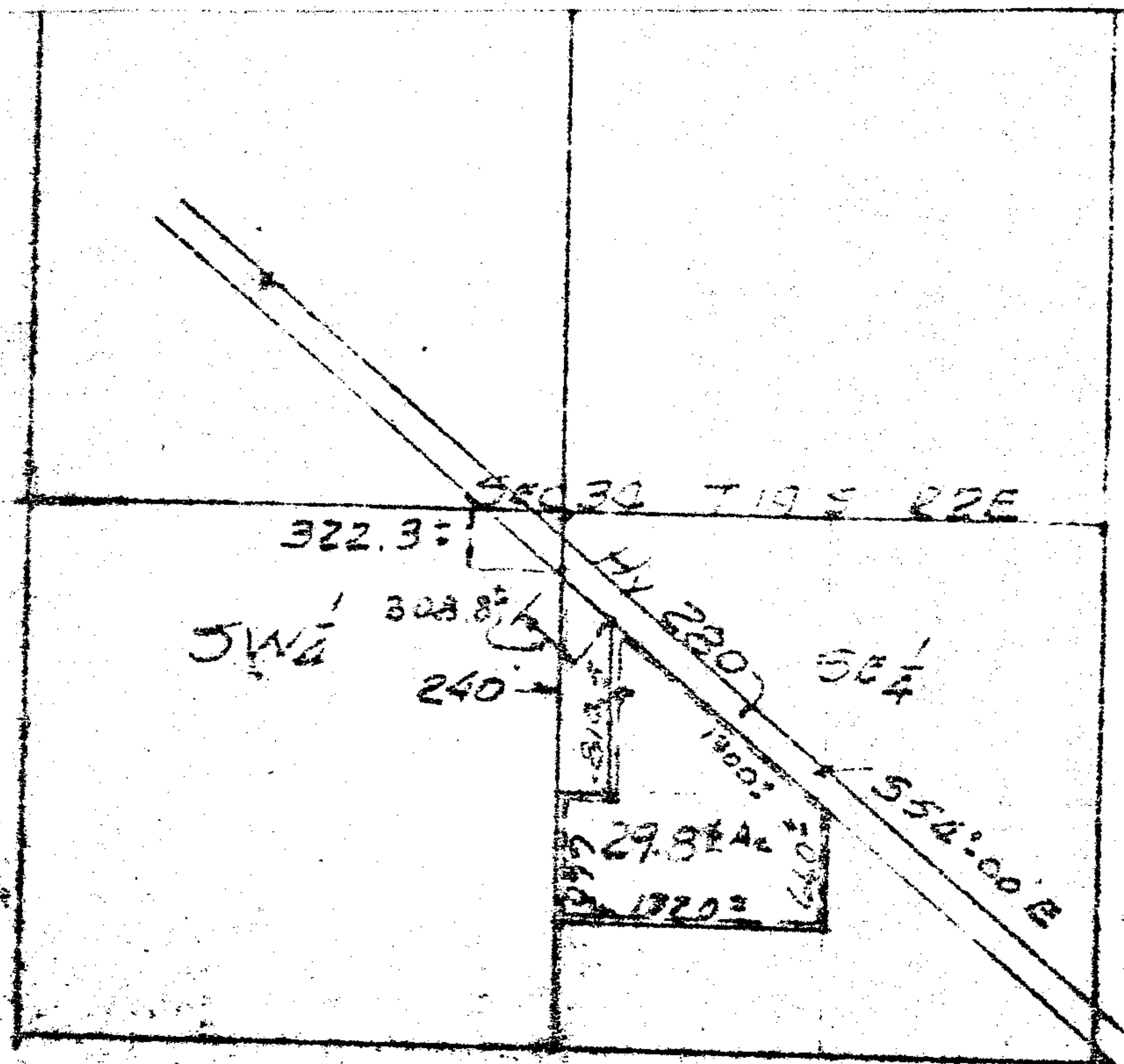
George W. Brown
George W. Brown, Lessee

Witness Mary A. Thompson



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