

M E M O R A N D U M O F

L E A S E



19740924000046990 1/3 \$.00
Shelby Cnty Judge of Probate, AL
09/24/1974 12:00:00 AM FILED/CERT

1. PARTIES

8473

This Lease made and entered into as of ~~August~~ ^{September} 24, 1974, by and between EVERETT W. SNELL of Calera, Alabama, hereinafter called LESSOR, and ROBERT B. SCHILLI, of 29 Clayton Hills Lane, St. Louis, Missouri, hereinafter called LESSEE.

2. DEMISED PREMISES

LESSOR, in consideration of the covenants, conditions, agreements and stipulations of the LESSEE hereinafter expressed, does hereby demise and lease the land, buildings and all improvements thereon more particularly described as follows:

Begin at the mid-point of the east side of Section 5, Township 24, North, Range 13 East and proceed North 6 deg. 00 min. west along said Section line a distance of 933.09 feet to the Southeast corner of property now owned by Everett W. Snell; thence run West along the South line of said Snell property a distance of 175 ft. to the Southwest corner of same; thence run north and along the West line of said Snell property a distance of 100.0 feet to the South line of Alabama Highway No. 25; thence West along the South R/O/W line of said Highway a distance of 25.0 ft.; thence south and parallel with the east line of said Section line a distance of 1033.09 feet, more or less, to the south line of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 5; thence run east along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 200 feet to the point of beginning. Being the same property conveyed by Philip J. Kyser and wife, Vera Mae Kyser to Everett W. Snell by deed dated April 6, 1970, filed for record in office of Probate, County of Shelby, State of Alabama, on 29th June, 1970, at 8:44 o'clock a.m. and recorded in Deed Book 262, page 850.

Also, a parcel of land situated in the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 5, Township 24 North, Range 13 East and in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 4 Township 24 North, Range 13 East and more particularly described as follows: Begin at the mid point of the East side of Section 5, Township 24 North, Range 13 East and proceed North 6 deg. 00 min. West along said line 933.09 feet to the point of beginning of said tract; thence at an angle of 30 deg. 56 min. to the right a distance of 116.7 feet to the South boundary of Alabama Highway 25; thence at an angle of 121 deg. 03 min. to the left and along said South boundary a distance of 60.0 feet to the East side of said Section 5; thence continue along same 175.0 feet; thence at an angle of 89 deg. 53 min. to the left a distance of 100.0 feet; thence at an angle of 90 deg. 07 min. to the left a distance of 175.0 feet to point of beginning. Being same property conveyed by Philip J. Kyser and wife, Vera Mae Kyser, to H. H. Bearden by deed dated 9th September, 1964, and filed on 14th Sept. 1964 and recorded in Deed Book 232, on page 174 in Probate Office of Shelby County, Alabama; and then sold to Everett W. Snell by H. H. Bearden and wife, Dorothy Bearden on June 27, 1969, filed for record in the Probate Office of Shelby County, Ala. on July 1, 1969, in Deed Book 258, page 472; all being situated in Shelby County, Alabama.

2 $\frac{1}{2}$. The full provisions of said lease are more explicitly set out therein.

3. TERM AND USE: COMMENCEMENT DATE

The term of said lease shall commence on a date when LESSEE is able to effectively move its appurtenances, machinery and other personal property necessary to operate its business onto the

premises and into a tenantable building or on October 1, 1974 whichever date is the earlier. Rental payments shall not be due and owing by LESSEE until the commencement date of this lease. Thereafter the lease shall run for a period of three consecutive years.

4. OPTION TO PURCHASE

LESSEE is granted an option to purchase the demised premises at the expiration of the lease term provided LESSEE gives LESSOR a notice of intent to purchase at least sixty (60) days prior to such expiration.

5. OBLIGATIONS OF SUCCESSORS

LESSOR and the LESSEE agree that all the provisions hereof are to be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each separate paragraph hereof and that all the provisions hereof including the option to purchase shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

6. JOINDER OF SPOUSE

Lyda Faye Snell, wife of Lessor, joins herein and agrees to execute any deed necessary should Lessee exercise his option.

IN TESTIMONY WHEREOF, the LESSOR and LESSEE have caused these presents to be executed and delivered as of the day and year stated in 1. above.

LESSOR:
Lyda Faye Snell
Lyda Faye Snell
Everett W. Snell
Everett W. Snell

LESSEE:
Robert B. Schilli
Robert B. Schilli

STATE OF ALABAMA)
COUNTY OF) ss.
)

On this 24th day of September, 1974, before me personally appeared EVERETT W. SNELL and LYDA FAYE SNELL, to me known to be

the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

David Canvady
Notary Public

* My term expires:

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 20th day of September, 1974, before me personally appeared ROBERT B. SCHILLI, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

James L. Hawkins
Notary Public

My term expires:

JAMES L. HAWKINS

Notary for the County of St. Louis
which adjoins the City of St. Louis
My Commission Expires June 2, 1978



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BOOK 288 PAGE 854

UCC FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
1974 SEP 24 11:50
1974 SEP 24 11:11:42
SHELBY COUNTY JUDGE OF PROBATE
JAMES L. HAWKINS