

COMMERCIAL LEASE

STATE OF ALABAMA }
Jefferson County }
Shelby

4630

THIS LEASE, made this 14th day of April, 1975

by and between Donna Kaye Tully, an unmarried female

hereinafter called "Lessor", of the one part, and by
Ralph S. Tully, Building Account

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 Shelby County, Alabama, to-wit:

"See Exhibit A"

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which
the property is situated, for use and occupation by the Lessee as

Use

Real Estate Offices and Convenience Store

and for no other or different use of purpose, for and during the term of ten years

beginning on 1st day of May 1975

and ending on the 30th day of April 1985

Rent

1 IN CONSIDERATION WHEREOF, the Lessee agrees to pay the Lessor's Agent,

2

3 on the first day of each month of said term, in advance, as rent for said premises, the sum of

4 Five Hundred Twenty Two and 12/100 DOLLARS (\$ 522.12) per month.

5 being at the rate of Sixty Two Hundred Sixty Five DOLLARS (\$ 6265.44) per annum.
and 44/100

6 Lessee agrees that a Service and Bookkeeping charge of None shall become due and payable each and
7 every month that the rent has not been received in the office of Ralph S. Tully, Bldg. Acct.
8 by the 10th of the month.

9 Should premises be completed and turned over to Lessee either prior to, or after April 30, 1975,
10 then in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on the
11 first day of the next calendar month.

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Shelby Cnty Judge of Probate, AL
05/22/1975 12:00:00AM FILED/CERT

Quiet
Enjoyment

12 This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the
13 Lessee in possession of said premises during said term, but shall not be liable for the loss of use by eminent
14 domain nor the failure or inability of the Lessee to obtain possession thereof provided the Lessor shall exercise
15 due diligence and effort to place the Lessee in possession. Nothing herein contained shall be construed as a
16 warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they
17 are let. The Lessor or Lessor's agent have made no representations or promises with respect to said building,
18 or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises and
19 accepts the same in the physical condition in which the same now exists (except as otherwise expressly pro-
20 vided herein.)

Condition of
Premises

Roof

21 Should the roof of the building leak at any time during said term, due to no fault on the part of the
22 Lessee, the Lessor will repair the same within a reasonable time after being requested in writing by the Lessee
23 so to do, but in no event shall the Lessor be liable for damages or injuries arising from the failure to make
24 said repairs after being so notified, except to the extent of the reasonable cost of repairing said roof; nor shall
25 the Lessor be liable for damages or injuries arising from defective workmanship or materials, the Lessee here-
26 by expressly waiving the same. Lessor and its agents, shall not be liable for any deaths, injury, loss or damage
27 resulting from any repair or improvement undertaken, voluntarily or involuntarily, by or on behalf of, the
28 Lessor, other than willfully wrongful acts of Lessor.

Air
Conditioning
and Signs

29 In the event air conditioning equipment, or a part of any air conditioning equipment is installed on the
30 roof of any building hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall
31 be responsible for repairing any roof leaks, attributable to such installation, during the term of this lease at
32 Lessee's sole cost and expense, but no such air conditioning equipment or sign may be installed until the con-
33 sent in writing of the Lessor is first had and obtained thereto.

Roof and
Drains, etc.,
Debris On

Repairs

Inspection
and Showing

Failure of
Lessee to
Repair

Signs

Alterations
and Improve-
ments By
Lessee

Upkeep

Compliance
With Law

Public
Liability
Insurance
And
Indemnity

Defects In
Premises

Snow, Ice,
Trash

Events of
Default

Removal
of Goods

Acceleration
of Rent

Default—
Attorney
Fee and Cost

Waiver of
Exemptions

34 The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash,
35 and the Lessee will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good
36 working order.

37 Lessor shall not be obligated or required to make any other repairs or do any other work on or about said
38 premises or any part thereof, or the elevators therein, if any, or on or about any premises connected there-
39 with, but not hereby leased, unless and only to the extent herein agreed. All other portions of any building
40 hereby leased shall be kept in good repair by Lessee and at the end of the term hereof, the Lessee shall de-
41 liver the demised premises to Lessor in good repair and condition, reasonable wear and tear and damage from
42 fire or other casualty excepted. However, Lessor reserves the right to enter upon said premises and to make
43 such repairs and to do such work on or about said premises as Lessor may deem necessary or proper, or that
44 Lessor may be lawfully required to make. Lessor reserves the right to visit and inspect said premises at all
45 reasonable times and the right to show said premises to prospective tenants and purchasers, and the right to
46 display "For Sale" and "For Rent" signs on said premises.

47 Should the Lessee fail to make repairs agreed to by him under this lease, the Lessor may enter the prem-
48 ises and make such repairs and collect the cost thereof from the Lessee as additional rent. Except as herein
49 specifically provided, the Lessee will not make or permit to be made any alterations, additions, improvements
50 or changes in the premises, nor will the Lessee paint the outside of the building or permit the same to be
51 painted without the written consent of the Lessor before work is contracted or let. No signs of any character
52 shall be erected on the roof until the consent thereof in writing is first had and obtained from the Lessor.
53 The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, nor
54 a waiver of, a restriction against alterations, additions, improvements or changes for the future.

55 Lessee will replace all plate and other glass, if and when broken, and failing so to do the Lessor may re-
56 place the same and the Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will re-
57 place all keys lost or broken, and will pay all bills for water, light and heat used on said premises. Lessee will
58 keep all elevators, air conditioning equipment, electric wiring, water pipes, water closets, drains, sewer lines
59 and other plumbing on said premises in such good order and repair and will do all repairs, modifications and re-
60 placements which may be required by the applicable laws or ordinances. Lessor shall not be liable for any dam-
61 ages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said
62 elevators, air conditioning equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing,
63 or any of them. Lessee will comply, at all times and in all respects with all the applicable laws and ordinances
64 relating to nuisance, insofar as the building and premises hereby let, and the streets and highways bounding the
65 same, are concerned, and the Lessee will not by any act, or omission render the Lessor liable for any violation
66 thereof. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of
67 said building and said premises at all times.

68 The Lessee agrees to pay all sewer rentals or other charges becoming due, levied under the authority of the
69 Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949. Failure to pay said rental shall
70 constitute a default under the terms of this lease.

71 Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance pay-
72 ment of premiums, public liability insurance in an amount of not less than \$ 100,000.00 for injury to or death
73 of one person or as a result of one occurrence and not less than \$ 300,000.00 for injury to or death of more than
74 one person as a result of one occurrence and for damage to property in the amount of \$ 100,000.00, or single
75 limit of \$, insuring Lessee, Lessor, and Lessor's Agents, Ser-
76 vants, and employees (as an additional assured) against any liability that may accrue against them or either of
77 them on account of any occurrences in or about the demised premises during the term or in consequence of Les-
78 see's occupancy thereof and resulting in personal injury or death or property damage. Lessee shall on request
79 furnish to Lessor certificates of all insurance required under this paragraph.

80 Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect in said build-
81 ing, or its equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in said premises, or
82 caused by, or growing out of fire, rain, wind, leaks, seepage or other cause.

83 If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground
84 adjacent to the street, the Lessee will keep the sidewalk, curb and gutter in front thereof or adjacent thereto
85 clean and free from snow, ice, debris and obstructions and will hold the Lessor harmless from all damages or
86 claims arising out of the Lessee's failure to so do.

87 Upon the happening of any one or more of the events as expressed in this paragraph, the Lessor shall have
88 the right, at the option of the Lessor, to either annul and terminate this lease upon two days written notice to
89 Lessee and thereupon re-enter and take possession of the premises; or the right upon two days written notice
90 to the Lessee to re-enter and re-let said premises, from time to time, as agents of the Lessee, and such re-
91 entry or re-letting or both, shall not discharge the Lessee from any liability or obligation hereunder, except
92 that rents (That is, gross rents less the expense of collecting and handling, and less commission) collected
93 as a result of such re-letting shall be credited on the Lessee's liability up to the amount due under the terms
94 of this lease and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to re-
95 quire the Lessor to re-enter and re-let, nor shall anything herein be construed to postpone the right of the
96 Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary, the Lessor is here-
97 by given the right to sue therefor at any time after default. The events of default referred to herein are: fail-
98 ure of the Lessee to pay any one or more of the installments of rent, or any other sum, provided for in this
99 lease as and when the same become due, within ten (10) days after written demand for the payment thereof
100 is made by Lessor upon Lessee; the removal, attempt to remove or permitting to be removed from said prem-
101 ises, except in the usual course of trade, the goods, urniture, effects or other property of the Lessee or any
102 assignee, or sub-tenant of the Lessee; the levy of an execution or other legal process upon the goods, furni-
103 ture, effects or other property of the Lessee brought on the leased premises or upon the interest of the Lessee
104 in this lease; the filing of a Petition in Bankruptcy, a Petition for an Arraignment or reorganization by or
105 against the Lessee; the appointment of a receiver or trustee, or other court officer, for the assets of the
106 Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation or abandonment
107 by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the
108 same are hereby let or (if the rental herein is based in whole or in part on the percentage of Lessee's sales)
109 failure of the Lessee to exercise diligent effort to produce the maximum volume of sales; the assignment by
110 Lessee of this lease or the re-letting or sub-letting by the Lessee of the leased premises or any part thereof
111 without the written consent of the Lessor first had and obtained; the violation by the Lessee of any other of
112 the terms, conditions or covenants on the part of the Lessee herein contained and failure of the Lessee to
113 remedy such violation within ten (10) days after written notice thereof is given by the Lessor to the Lessee.

114 The Lessee shall not remove any of the goods, wares or merchandise of the Lessee from said premises other
115 than in the regular course of Lessee's trade or business without having first paid all rent due or to become
116 due under the terms of this lease.

117 Upon termination of this lease or re-entry upon said premises for any one or more of the causes set forth
118 above, or upon any termination of this lease or re-entry of said premises, the rents provided for in this lease
119 for the balance of the original rental term and all other indebtedness to the Lessor owed by the Lessee, shall be
120 and become immediately due and payable at the option of the Lessor and without regard to whether or not pos-
121 session of the premises shall have been surrendered to or taken by the Lessor.

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

Abandonment

Re-Letting

Re-Entry, etc., No Bar

Improvements and Additions Property of Lessor

Fire & Other Casualty

Transfer or Assignment, Conditions

Lease Assignment Fee Clause

Notices and Demands

Agents Commission Agreement

Agents Repair and Improvement Supervision Fee

Lessee Will Hold Harmless

Waiver of Subrogation Rights

Holdover

132 In the event the Lessee abandons the leased premises before the expiration of the term, whether volun-
133 tarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the
134 privilege at Lessor's option of re-entering and taking possession of said premises and leasing all or any por-
135 tion of said premises for such term and for such use deemed satisfactory to the Lessor, applying each month
136 the net proceeds obtained from said leasing to the credit of the Lessee herein, up to the amount due under the
137 terms of this lease and the balance to the Lessor and said leasing shall not release the Lessee from liability
138 hereunder for the rents reserved for the residue of the term hereof, but Lessee shall be responsible each month
139 for the difference, if any, between the net rents obtained from such leasing and the monthly rent reserved
140 hereunder, and said difference shall be payable to the Lessor on the first day of each month for the residue of
141 the term hereof.

142 No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, con-
143 ditions, or covenants on the part of the Lessee herein contained. The receipt of rent after breach or condition
144 broken, or delay on the part of Lessor to enforce any right hereunder, shall not be deemed a waiver of forfei-
145 ture, or a waiver of the right of the Lessor to annul the lease or to re-enter said premises or to re-let the
146 same, or to accelerate the maturity of the rents hereunder.

147 All improvements and additions to the leased premises shall adhere to the leased premises, and become the
148 property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fix-
149 tures; said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the
150 Lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of with-
151 in contract have been complied with by Lessee and provided said Lessee restores the building and premises to
152 its original condition, normal wear and tear excepted.

153 In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by
154 fire or other casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings
155 to the conditions to which they existed immediately prior to the occurrence of such casualty, at Lessor's cost
156 and expense, provided such cost does not exceed the proceeds of insurance collected on the buildings, by reason
157 of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage
158 provision, from being used toward the cost of restoration and repairing the same; provided, further, that if the
159 unexpired portion of the term or any extension thereof shall be two (2) years or less on the date of such casualty
160 and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value of said
161 damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to
162 the Lessee, within thirty (30) days after the occurrence of such casualty, terminate this lease. If Lessor exer-
163 cises the above right to terminate this lease and Lessee elects to exercise an option of renewal privilege which
164 Lessee may have under this lease, which if exercised, would extend the unexpired term beyond two (2) years,
165 Lessee may void such above notice of Lessor's right to terminate this lease by exercising such option renewal
166 privilege within such thirty (30) day period. If the insurance proceeds are insufficient to effect such restora-
167 tion or repairs, Lessor at its option may cancel this lease by written notice to Lessee within thirty (30) days
168 after the occurrence of such casualty.

169 In the event the repairing and restoring of the buildings can not be completed within four (4) months after
170 the date of occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall
171 have the right to terminate this lease upon giving written notice to Lessor within thirty (30) days from the
172 date of occurrence of said casualty. From the date of such damage or destruction until said building has been
173 substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee.

174 Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting
175 of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written con-
176 sent of the Lessor be first obtained thereto. As a condition precedent to the obtaining of such consent, the as-
177 signee or sub-lessee must assume, in writing, all the obligations of the Lessee hereunder, but such assumption
178 shall not operate to release the Lessee from any agreement or understanding on the part of the Lessee ex-
179 pressed or implied in this lease.

180 If a lease Assignment is consummated for this Lessee or any one or more assignees before expiration term
181 of this lease then this Lessee or his subsequent Assignees shall pay a \$25.00 assignment fee to agent for each
182 and every lease assignment made.

183 All notices and demands authorized or required to be given to the Lessee under any provision hereof, may
184 be delivered to the Lessee in person or shall be conclusively deemed to have been delivered to the Lessee if the
185 same be deposited in the United States mail addressed to the Lessee at the leased premises, with the proper
186 postage affixed thereto. All notices herein authorized are required to be given to the Lessor by certified mail,
187 addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in care of the Lessor's
188 rental agent at that time authorized by the Lessor to service this lease.

189 ~~THE COMMISSION PAYABLE TO THE AGENT IN THIS LEASE IS NOT SET BY THE BIRMINGHAM BOARD OF~~
190 ~~REALTORS, BUT IS NEGOTIABLE BETWEEN THE LESSOR AND THE AGENT~~

191 Lessor in consideration of the services rendered by as agent of
192 Lessor in leasing said premises to Lessee, does hereby authorize said
193 its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof
194 and any renewals or extensions of the within lease, whether renewed or extended, or the premises re-leased to the
195 Lessee hereunder, or Lessee's successors or assigns, and hereby agrees to pay to the said
196 its successors or assigns, for the services rendered in effecting this lease or any renewal, exten-
197 sion, or re-leasing as above provided, (an amount equal to per cent of all rents paid by virtue thereof,
198 whether or not affected by or any other person, firm or corporation, or
199 whether or not said rent is paid direct to its successors or assigns, payment
200 of said commissions to be made as and when rents are received by the Lessor, its successors or assigns, and the said
201 its successors or assigns shall be entitled to said commission from the

202 present Lessor, the Lessor's personal representative, heirs, successors, assigns, or grantees in title of the proper-
203 ty herein described, and the same shall be charged upon the land, tenements and hereditaments herein described.

204 As a further consideration for the services rendered by if the
205 term of this lease is for twelve (12) months or less the Lessor agrees to pay the agent % of all rents
206 paid as commission instead of the aforementioned % provided for in the preceding paragraph; if the term
207 of this lease is in excess of one year and less than three years, Lessor agrees that in addition to said commis-
208 sion provided in the preceding paragraph, said agent shall be entitled to receive
209 rent payable hereunder, or, if this lease term is for three years or more, to receive
210 rent payable hereunder, but percentage commission stated above shall not apply on said first month's rent;
211 and this additional rent commission shall not be paid to the agent for any lease
212 renewal or extension to the herein named Lessee.

213 In the event the within lease is cancelled or terminated by virtue of any act or default by the Lessor, includ-
214 ing the sale of the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission
215 which the Agent would have earned, provided the lease had not been cancelled or terminated.

216 If the Lessor undertakes to make any improvements or repairs on the leased premises during the term of
217 this lease, the cost of which exceeds \$200, two hundred dollars, and if the agent supervises the same, the Lessor
218 agrees to pay the said agent a reasonable fee for the additional services rendered.

219 Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and
220 suits caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and
221 save harmless Lessor and Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to per-
222 sons or property while in, on or about the demised premises, not attributable to the willfully wrongful act of
223 the Lessor or Lessor's agent. Any property stored in the demised premises shall be at the sole risk of Lessee.

224 Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured
225 against under fire insurance policies with extended-coverage endorsements, irrespective of whether such loss
226 or damage results from their negligence or that of any of their agents, servants, employees, licensees or con-
227 tractors to the extent that such losses are covered by valid and collectable insurance on the property at the time
228 of the loss.

229 Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfei-
230 ture incurred, whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance
231 and in no event a tenancy from month to month, or from year to year.

232 The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the
233 covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a
234 relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force
235 and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall

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Shelby Cnty Judge of Probate, AL
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Non-Waiver
Eminent
Domain and
Condemnation

Clean
Premises
Upon
Termination,
etc.

Taxes
and
Insurance

Addendum
Clause

236 not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed
237 to have been made unless expressed in writing, and signed by the Lessor.

238 If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the
239 exercise of any similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event
240 the improvements are condemned and ordered torn down or removed by lawful authority, then the term of this lease
241 shall cease as of the date possession shall be taken by the condemning authority, or as of the date improvements
242 are ordered torn down or removed, whichever may be applicable, with the rent to be apportioned as of the date of
243 such taking or of such order, as the case may be; provided, however, if as a result of a partial taking of the de-
244 mised premises by eminent domain, the ground floor area of the building forming a part of the demised premises
245 is reduced by not more than twenty-five percent (25%), the Lessor may elect to continue the term of this lease
246 and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with storefront, signs
247 and interior of equal appearance and utility as they had previous to the taking, but there will be prorata reduction
248 of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the pre-
249 mises unless, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its elec-
250 tion to terminate this lease. The Lessor shall be entitled to receive all of the proceeds of any total or partial
251 taking of the demised premises by eminent domain, including any part of such award as may be attributable to
252 the unexpired leasehold interest or other rights of the Lessee in the premises, and the Lessee hereby assigns,
253 and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.

254 The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will prompt-
255 ly remove from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave
256 the floors, stairs, passageways, elevator and shafts as clean as it is possible to clean them by means of the use
257 of broom and shovel.

258 In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes,
259 special assessments, or insurance cost levied or assessed on the subject property owned by Lessor should be
260 increased over and above the Real Estate taxes, special assessments or insurance costs for the first full lease
261 year, then Lessee shall pay to Lessor as additional rent a pro-rata share of such increased taxes, special assess-
262 ments, or insurance costs which shall be in the proportion which the total area of the Leased Premises bears to
263 the total building area owned by the Lessor.

264 This lease consists of four pages together with an Addendum of One pages which is attached
265 hereto, initialed by the parties and incorporated in this lease by reference. In case of conflict between the printed
266 portion of this lease and the Addendum, the terms of the Addendum shall prevail.

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

266-A Lessor agrees to permit Lessee to sub-let any and all
space in the entire building 106' long x 30' deep. Also
to permit the moving of partitions to make smaller or
larger the rental spaces for best usage. All rental
fees, over and above the \$522.12 monthly mortgage payment
to Vulcan Life Ins. Co., Birmingham, Alabama, are to be
termed as an agents commission in lieu of lines 189 thru
lines 223 of this commercial lease form.

266-B Lessee agrees to provide insurance in the amount of \$50,000
on this building covering fire, windstorm and extended
coverage



19750522000024980 4/5 \$.00
Shelby Cnty Judge of Probate, AL
05/22/1975 12:00:00AM FILED/CERT

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this 16th

day of April, 1975.

Agent

Witness for Lessor:

Donna K. Sully (Lessor)

Radonna T. Sully

Joseph D. Sully (L. S.)
Lessee

Witness for Lessee:

Loretta Freeman (L. S.)
Lessee

BOOK 292 PAGE 306

"EXHIBIT A"

THE FOLLOWING DESCRIBED REAL ESTATE, BUILDING AND IMPROVEMENTS THEREON INCLUDING THE LAND LOCATED IN SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama; thence from the South line of said quarter-quarter turn an angle to the left of 45 degrees 46 minutes 52 seconds and run in a Northeasterly direction a distance of 722.26 feet to the point of beginning; thence continue on last described course a distance of 613.68 feet to it's intersection with the Southeasterly right-of-way line of Valleydale Road; thence run in a Southwesterly direction along the arc of a curve along the said South easterly right-of-way line of Valleydale Road along a curve (angle from last described course to tangent of said curve is 163 degrees 42 minutes 26 seconds (having a central angle of 19 degrees 44 minutes 27 seconds and a radius of 1,389.21 feet; thence continue along the arc of said curve a distance of 478.63 feet to the end of said curve; thence continue in a Southwesterly direction along the tangent of last described curve, continuing along said Southeasterly right-of-way line of Valleydale Road, a distance of 140.64 feet; thence turn an angle to the left of 86 degrees 33 minutes 07 seconds and run in a Southeasterly direction a distance of 44.82 feet to the point of beginning.

BOOK 292 PAGE 307

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Shelby Cnty Judge of Probate, AL
05/22/1975 12:00:00AM FILED/CERT

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1975 MAY 22 AM 8:27
JUDGE OF PROBATE
Cecilia M. Boudin
Dated May 4.00