

900.00 per mo.

LEASE

1. WITNESSETH:  
2. This lease made as of the 2 day of March, 19 77, by and between  
3. SUITSUS DEVELOPERS, INC.  
4. Lessor (hereinafter called Landlord), and JITNEY-JUNGLE, INC. Lessee (hereinafter called Tenant)

5. For and in consideration of a rental of One Dollar (\$1.00) and other good and valuable considerations, the receipt and  
6. sufficiency of which are hereby acknowledged, the Landlord does hereby lease and demise unto Tenant, upon and subject to  
7. each of the covenants and undertakings hereinafter set forth as well as each covenant, agreement, and undertaking set forth  
8. in a certain lease agreement between Landlord and Tenant and bearing even date herewith (hereinafter called Lease Agree-  
9. ment), those premises located at

10. Shelby State of Alabama, (hereinafter called the "demised premises"), and more particular-

11. ly described as follows:

A building 55' x 42' and a 24' x 24' area as redlined on the attached plot plan marked Exhibit "A" to the Lease Agreement, together with the right, privilege and easement to use in common with other tenants, all of the herein described property not occupied by store buildings or shown on the plot plan to be delivery, garbage or compressor area. Such parts of the herein described property not covered by store buildings shall be called "common area". The common area shall be reserved for unobstructed pedestrian traffic and the parking of automobiles of the Tenant and all persons trading with or doing business with the Tenant and other occupants of the premised located on the herein described property on which the demised premises are located more particularly described as follows:

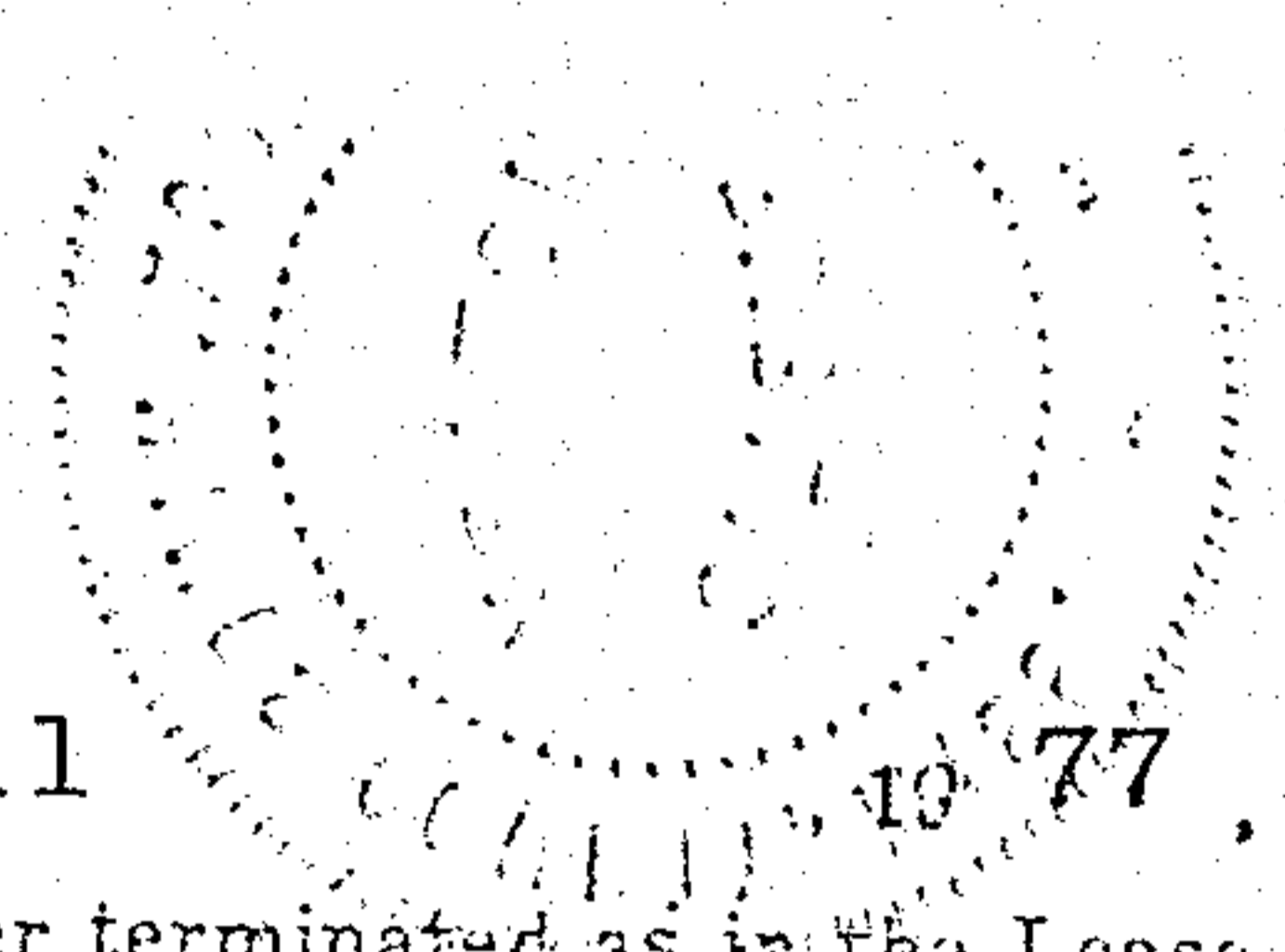
Begin at the N.E. corner of the E 1/2 of Section 21, T-22-S, R-3-W and run southerly along the East side of the said E 1/2 for 3203.04', then turn an angle of 90 degrees to the right and run Westerly for 28.34' to a point on the W. R.O.W. of State Highway No. 119 (said point is also on the S.E. 60' R.O.W. of Valley Street), this being the point of beginning. Then turn an angle of 38 degrees 41'38" to the left and run Southwesterly along the S.E. R.O.W. of Valley Street for 271.08' to the N.E. R.O.W. (60') of Wadsworth Street, then turn an angle of 90 degrees 00' to the left and run southeasterly along the N.E. R.O.W. of Wadsworth Street for 180.67'. to a point on a curved portion of the West R.O.W. of State Highway 119, said curve having a radius of 537.99' and being concave Northwesterly, then run Northeasterly along the said R.O.W. through a central angle of 35 degrees 14'52" for 330.96' back to the point of beginning. The above described parcel contains .69 acres and is subject to the easements, rights of ways, and restrictions of record.

Except for the Southwest 100' thereof which is reserved for the development of a SONIC Drive-In Restaurant.

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12. together with each and every appurtenance thereunto appertaining.  
 13. To have and to hold the same for a term commencing on the first day of April  
 14. and ending on the last day of March, 19 92. at midnight unless sooner terminated as in the Lease  
 15. Agreement provided or permitted.

16. Tenant shall be entitled to 3 successive renewals hereof, each for a term of 5 years, upon the same terms and  
 17. conditions as herein set forth, except as to term and number of renewals, and it is agreed that unless Tenant shall notify  
 18. Landlord not less than thirty (30) days prior to the expiration of the original term, or of any renewal term, of its intention to  
 19. terminate this lease, it shall be deemed to have exercised its option to renew this lease for the next ensuing term and shall  
 20. not be required to give any further notice of its intention to avail itself of such renewal term. In the event Tenant should  
 21. give notice of its intention not to exercise its right to renew this lease, all succeeding renewals shall thereupon terminate.

22. In the event that Landlord shall at any time during the term hereof desire to sell the demised premises pursuant to  
 23. any bona fide offer which it shall have received, it shall offer them to Tenant at the same price as that contained in such bona  
 24. fide offer. Tenant shall have thirty (30) days from and after receipt thereof to decide whether or not to purchase the de-  
 25. mised premises at such price. If Tenant shall give notice of intent not to purchase or shall give no notice within the time  
 26. herein limited, Landlord may accept such offer and proceed with the sale thereunder. If Tenant notifies Landlord that it  
 27. elects to purchase the demised premises at such price, the parties shall enter into a contract of purchase and sale forthwith.  
 28. Such contract shall provide, among other things, for prorating taxes to date of closing; supplying of title insurance to  
 29. Tenant by Landlord in the full amount of the purchase price; and conveyance free and clear of easements, restrictions and  
 30. encumbrances by general warranty deed, with revenue stamps affixed, properly executed and in form for recording.

31. Should Tenant remain in possession of the demised premises after termination of this lease, or of any renewal term of  
 32. which Tenant shall have availed itself, or after any earlier termination provided or permitted by the Lease Agreement, it  
 33. shall be a tenant from month to month at the same rental and on the same conditions, except as to term, as herein provided.

34. Landlord specifically covenants and agrees, so long as this lease shall be in effect, not to lease, rent, occupy, or permit  
 35. to be occupied any premises owned or controlled, directly or indirectly, by Landlord, its successors, heirs, or assigns, Land-  
 36. lord's principal owners, stockholders, directors, or officers, or their heirs or assigns, which are within 1/2 mile of the  
 37. demised premises for the purpose of conducting therein a retail business for the sale of grocery products, meats, beer for off  
 38. premises consumption, produce, dairy products, bakery products, or any of them; and further, that if Landlord owns, or they  
 39. own any land, or hereinafter so long as this lease shall be in effect Landlord acquires, or they acquire, any land within such dis-  
 40. tance of the demised premises, Landlord, or they, will not sell the same without imposing thereon a restriction to secure com-  
 41. pliance with the terms of this Lease. Provided, however, that if the initial first Mortgagee shall become the owner of the de-  
 42. mised premises, this paragraph shall not be applicable to any property, other than the demised premises, which such mortgage  
 43. may then or thereafter own, and, if Tenant shall have received notice of assignment of its lease, Tenant shall notify both Land-  
 44. lord and Mortgagee in writing of any current violation of this paragraph, and shall allow sixty (60) days after the date of such  
 45. notice for rectification of such violation prior to exercising other rights provided hereunder. This covenant shall run with the  
 46. land. Landlord acknowledges that in the event of any breach hereof Tenant's remedies at law would be inadequate and therefore,  
 47. in such event, Tenant shall be entitled to cancel this Lease or to relief by injunction, or otherwise, at Tenant's option.  
 48. IN WITNESS WHEREOF, this lease has been duly executed as of the day and year first above written.

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Signed and acknowledged in  
 duplicate in presence of:  
 Witnesses for Landlord:

Senelle Peterson

Judy Tyson

Witnesses for Tenant:

Russell McCarty

Landlord:

SUITSUS DEVELOPERS, INC. (Seal)

Eddie B. Byars Pres.  
 E. (Seal)

Raymond C. Cheek  
 Tenant:

JITNEY-JUNGLE, INC. ✓

By Harold R. Rame  
 President

P. O. Box 3419  
Prichard, Miss. 39207



STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

This day, before me, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted and who upon oath acknowledged himself to be the Landlord in the foregoing Lease and acknowledges the execution thereof signing to be voluntary act.

Witness my hand official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,

My commission expires \_\_\_\_\_ Notary Public

STATE OF Mississippi }  
COUNTY OF Hinds } SS

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Danny W. Neal and Eddie B. Byars, with whom I am personally acquainted and who upon oath acknowledged ~~himself~~/themselves to be President and Vice President of Suitsus Developers, Inc.

the Landlord in the foregoing Lease, and that as such officer(s) being duly authorized so to do they executed the foregoing instrument for the purposes therein contained by signing in the name of the corporation as such officer(s).

Witness my hand official seal this 2nd day of March, 19 77,

My commission expires \_\_\_\_\_ My Comm. Expires April 19, 1977 Mrs. Sarah Blalock Notary Public

STATE OF Ms. }  
COUNTY OF Hinds } SS

This day, before me, a Notary Public of the State and County aforesaid, personally appeared Howard V. Blair, President, Jitney-Jungle, Inc.

with whom I am personally acquainted and who upon oath acknowledged himself to be such officer of Company, Lessee in the foregoing Lease, and that he as such Officer, being authorized so to do executed the foregoing instrument for the purpose therein contained by signing in the name of the corporation as such officer.

Witness my hand official seal this 2nd day of March, 1977,

My commission expires \_\_\_\_\_ Yates B. Barber Notary Public

C & S PRINTING CO., INC. JACKSON

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