

STATE OF ALABAMA  
SHELBY COUNTY

# 40,000

See attached  
affidavit

130

This lease made this 15th day of May, 1978, by and between J. W. Carden, party of the first part, hereinafter called the Lessor and Ernest W. Tinsley and Gary L. Stringfield, party of the second part, hereinafter called the lessee, WITNESSETH:

That the Lessor does hereby rent and lease unto the lessee the hereinafter described premises for two years, beginning the 15th day of May, 1978. Said Lease to cover the following described premises:

Spring Creek Grocery Store and adjacent parking area, including gasoline equipment, refrigeration equipment, shelves and all other items presently located in the Spring Creek Grocery located in Shelby County, Alabama, which is located on the following described premises: Commence at the northwest corner of Section 11, T24 N, R 15 E and run east along the north boundary of said section a distance of 3816.05 feet to the northwest corner of Roger Carden property; thence turn an angle of 101° 38' to the right and run a distance of 364.70 feet to the southwest corner of said property; thence turn an angle of 38° 16' to the left and run a distance of 503.81 feet to the point of beginning on the southeast 40 foot right of way line of Shelby County Highway #71; thence turn an angle of 46° 44' to the left and run a distance of 270.00 feet to a point; thence turn an angle of 104° 00' to the right and run a distance of 479.50 feet to a point; thence turn an angle of 59° 05' to the right and run a distance of 305.34 feet to a point on the southeast 40 foot right of way line of said Shelby County Highway #71; thence turn an angle of 120° 55' to the right and run a distance of 570.00 feet to the point of beginning.

Said parcel of land is located in the NE 1/4 of Section 11, T 24 N, R 15 E and contains 3.6 acres, more or less, subject to road easements.

Subject to easements and road rights of way of record.

Said Lessor covenants to keep the Lessee in possession of said premises during said term or any extension thereof.

In Consideration whereof, the Lessee agrees to pay the Lessor as rent in advance the sum of Four Hundred (\$400.00) per month, the first payment being due on the 15th day of May, 1978, and monthly thereafter during the term of this lease or any extension thereof. Should the Lessee fail to pay the rents as they become due as aforesaid, in arrearage more

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Shelby Cnty Judge of Probate, AL  
09/05/1978 12:00:00AM FILED/CERT

ERNEST W. TINSLEY  
Box 37H-1  
SHELBY, ALABAMA

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more than 15 days, or violate any other condition of this Lease, the Lessor shall then have the right, at his option to re-enter said premises and annul this lease. And in order to entitle the Lessor to re-enter, it shall not be necessary to give notice of the rents becoming due and unpaid or to make any demand for the same, the execution of this lease, signed by the Lessee, which execution is sufficient notice of the rents being due, and of the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding. Said rent may be paid by mail at Rt. 1 Box 36A, Shelby, Alabama 35143.

It is further understood and agreed that the Lessee shall have the right to renew this lease, for an additional two year ~~AND EACH TERM THEREAFTER. EOT~~ *ELS J.W. Carter* period. At the expiration of this term or any subsequent term thereof, this lease shall automatically renew, without any action on the part of the lessee, unless said lessee shall give the Lessor thirty (30) days notice in writing prior to the expiration of same of their intention not to renew said lease.

Lessee agrees to permit no waste of said property, but to take good care of the same and when this lease is terminated to surrender quiet and peaceable possession of said premises, natural wear and tear excepted.

It is understood and agreed that the Lessee leases said premises with all installations and equipment thereon as is and assumes full responsibility for lessee and his family for the use and occupancy of said premises as against all of which the lessee does hereby release, quit claim and forever hold the lessor harmless from any claims he or his tenants or any person occupying the same by and through said tenants as against the Lessor.

It is further agreed that the lessee shall assume full responsibility for repair of the building except that the lessor shall assume responsibility to repair the roof unless the need for repair to the roof is caused by an intentional act of the lessee. The Lessee shall not be responsible for loss of the building by casualty, fire, windstorm or the taking by



eminent domain. The parties further agree and contract that in the event of the loss of said building that this lease shall apply to any replacements made of the premises. Lessor further covenants and agrees that lessor shall not operate a grocery or bait-tackle business or carry on any other business engaged in by the Spring Creek Grocery within ten miles of the premises located in Shelby County, Alabama

In Testimony Whereof, we have hereunto set our hands and seals this the 17 day of May, 1978, in duplicate.

WITNESSES:

LESSOR:

Eason Mitchell

J.W. Carden

Janice Mitchell

Leanne Carden

LESSEE

Eason Mitchell

Ernest W. Tinsley

Janice Mitchell

Gary L. Strangfeld

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that the above named lessor and lessees who are known to me, did voluntarily execute the above Lease on this the 17th day of May, 1978.

Eason Mitchell

Notary Public

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

COPIES WAS FILE

Ed. Jay #40.00

17TH SEP -5 AM 11:25

Thomas W. Strangfeld  
JUDGE OF PROBATE

Rec 6.00

Ind 1.00

\$ 47.00



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Shelby Cnty Judge of Probate, AL  
09/05/1978 12:00:00AM FILED/CERT

AFFIDAVIT

My name is Wayne Tinsley and I am familiar with the value of the real estate which is described in the attached exhibit "A". The fair market value of the aforesaid real estate is Forty Thousand dollars (\$40,000.00). I have hereunto affixed my hand and seal this the 5 day of September, 1978.

Wayne Tinsley  
Wayne Tinsley

Sworn to and subscribed before me this the 5 day of September, 1978.

Cass Mitchell  
Notary Public



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