

COW
#159,1325

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW
POST OFFICE BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA

SHELBY COUNTY

LEASE-SALE CONTRACT

This lease-sale contract, made this 30th day of October, 1984, by and between A. LESTER BURBIC, JR., Lessor, and RANDALL D. HEATH and LOWELL E. WALKER, the Lessees:

WITNESSETH, that Lessor does hereby rent and lease unto the Lessees, the following described premises in Shelby County, Alabama, for occupation as a business for and during the following term: From 30 October 1984, until 30 January, 1985. Said property being described as follows, to-wit:

PARCEL I:

Part of Parcel 3, according to the Plat showing the Division of a part of the Allen Estate as recorded in Map Book 4, Page 65, in Shelby County, more particularly described as follows:

Begin at the Northeast corner of the SW 1/4 of the NE 1/4 of Section 23, Township 19 South, Range 2 West, and run West along said Section line 902.80 feet to the point of beginning; thence an angle left of 72 degrees 50 minutes and run Southwesterly 16.85 feet; thence an angle left of 45 degrees 41 minutes and run Southeasterly 997.61 feet to a point on the Northerly right of way line of Cahaba Valley Road; thence an angle left of 104 degrees 55 minutes and run along said right of way line 150.02 feet; thence an angle left of 80 degrees 19 minutes 55 seconds and run Northwesterly 1014.18 feet; thence an angle left of 129 degrees 04 minutes 05 seconds and run Southwesterly 56.05 feet to the point of beginning. Situated in Shelby County, Alabama.

PARCEL II:

Begin at the Northeast corner of the SW 1/4 of the NE 1/4 of Section 23, Township 19 South, Range 2 West and run West 902.80 feet; thence an angle left of 72 degrees 50 minutes and run Southwesterly 16.85 feet to the point of beginning; thence continue along last said course a distance of 72.91 feet; thence an angle left of 40 degrees 18 minutes and run Southeasterly 989.66 feet to a point on the Northerly right of way line of Cahaba Valley Road; thence an angle left of 110 degrees 18 minutes and run along the Northerly right of way line 150.02 feet; thence an angle left of 75 degrees 05 minutes and run Northwesterly 997.61 feet to the point of beginning.

In consideration whereof, the Lessees agree to pay the Lessor the sum of

monthly payments in the amount of One Thousand, Eighty-Six and 75/100 (\$1,086.75) due on or before the 13th day of November, December, and January, respectively;

the assumption of the outstanding first mortgage to First Southern Federal Savings and Loan Association of Mobile in the principal amount of Ninety Thousand, Eight Hundred Eighty-Six and 75/100 (\$90,886.75). The above recited payments of \$1,086.75 are the payments due on the mortgage shown above, and are to be made

ALB
RW
LW

plus
ALB
RW
LW

ALB
RW
LW

Mike A

BOOK 007 PAGE 74

at [redacted] Lessee agrees [redacted] hold lessor [redacted] less
from liability for injury occurring on premises
during the term of the Lease. *PL*
L.W.

Lester A. Burbic. And should Lessees fail to pay according to the terms, as herein set forth, as they become due, or violate any other condition of this Lease, Lessor shall then have the right at their option to re-enter the premises, and annul this Lease. In order to entitle the Lessor to re-enter, it shall be necessary for Lessor to give notice in writing of the actual amounts due and unpaid by Lessees and make demand for same. And Lessees agree to comply with all the law in regard to nuisance, in so far as the caption lands are concerned, and to commit no waste of the property and to take good care of same.

Lessees agree not to sub-lease the property without prior written consent of the Lessor, and further should this lease be terminated during its terms, to surrender quiet possession of premises, in good order, natural wear and tear expected.

It is understood and agreed that at the end of said term (ie 30 January 1985), if Lessees have complied with each condition of this contract, then the Lessor agrees that the rent paid under this Lease shall be considered payment for said property, and Lessor shall make and execute a warranty deed conveying title to said property, to the Lessee - Purchaser.

It is further agreed that if the Lessees fail to comply with the terms and conditions of this agreement, that said agreement shall become annulity and be of no force and effect.

Lessor agrees to pay any judgments or debts which may be filed against the property, by intervening judgment creditors, by the filing of judgments or other debt service against the property during the terms of this Lease, and further agrees to hold Lessees harmless against such judgments or other debt service.

In witness whereof, we have hereunto set our hands and seals, this 30th day of October, 1984.

OR by Lessee to provide ^{hazard} insurance on buildings to lessor
during the terms of the lease. *PL*
L.W. A. Lester Burbic
A. LESTER BURBIC, JR. - LESSOR

Deed TAX 159.50
Rec 5.00
Ind 1.00
165.50
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 OCT 31 PM 12:50
Thomas P. [redacted]
JUDGE OF FREIGHT

Randall D. Heath
RANDALL D. HEATH - LESSEE

Lowell E. Walker
LOWELL E. WALKER - LESSEE

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State hereby certify that A. LESTER BURBIC, JR., RANDALL D. HEATH, AND LOWELL E. WALKER, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed that same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of Oct 1984. ~~Nov~~

[Signature]

Notary Public
My Commission Expires