

905-  
MEMORANDUM OF LEASE

THIS INDENTURE, made and entered into this 15th day of  
October \_\_\_\_\_, 19 85, by and between Address  
\_\_\_\_\_  
Company, Inc., an Alabama Corporation  
\_\_\_\_\_  
of the City of Birmingham  
\_\_\_\_\_  
County of Jefferson, State of Alabama  
\_\_\_\_\_  
\_\_\_\_\_, hereinafter called Lessor, and Shoney's,  
Inc., a Tennessee corporation, hereinafter referred to as Lessee.

WITNESSETH:

For and in consideration of One (\$1.00) Dollar and other good  
and valuable considerations and covenants herein contained, Lessor  
hereby leases unto Lessee, its successors and assigns, the following  
described premises with the appurtenances (hereinafter the word "premises"  
shall be construed to include both premises and appurtenances) in the City  
of Birmingham, County of Shelby, State  
of Alabama, to wit:

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PARCEL II:

A part of the Northwest quarter of the Southeast quarter of Section 36, Township 18  
South, Range 2 West, being more particularly described as follows:

Commence at the Northwest corner of said quarter-quarter section and run Easterly  
along the North line of said quarter-quarter section a distance of 523.21 feet to  
the point of beginning; thence continue along last stated course a distance of  
33.69 feet to a point; thence 117 degrees 04 minutes to the right in a  
Southwesterly direction a distance of 170.91 feet to a point on the Northeasterly  
Right-of-Way line of U. S. Highway No. 280; thence 89 degrees 59 minutes to the  
right in a Northwesterly direction along said Right-of-Way line a distance of 30.0  
feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly  
direction a distance of 155.59 feet to the point of beginning.

Situated in Shelby County, Alabama.

to have and to hold for a term of fifteen years & 46 days (15 yrs) & 46 days  
beginning on the 15th day of October, 19 85, and  
ending on the 30th day of November, 2000.

Clairborne P. Seier

Lessee shall have the right to renew this Lease, upon the same terms and conditions, for a further period of five ( 5 ) years from the date of the expiration of the primary term hereof, by giving written notice of its intention so to renew not less than 180 days before the expiration of said primary term.

Lessee shall have the right to renew this Lease upon the same terms and conditions, for <sup>(two)</sup> 2 further periods of five ( 5 ) years from the date of the expiration of the first option term hereof, by giving written notice of its intention so to renew not less than 180 days before the expiration of said first option term.

This lease is part of and shall be construed in connection with a long form lease executed this day between the parties. All rights and obligations of Lessee and Lessor and any persons claiming by, through or under them shall be subject to all terms and conditions of said long form lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate the day and year first above written.

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LESSOR:

*Andress Company, Inc.*  
*Jerry R. Andress*

WITNESS

*Robert R. Deen*

LESSEE: *Skoney's Inc.*

*W. J. J. J. J.*

WITNESS

*Patricia J. Wright*

*Thright E. Bungo*

VICE PRESIDENT  
REAL ESTATE - CONSTRUCTION

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Claiborne P. Seier, a Notary Public, in and for said county and said state, hereby certify that Harry R. Address, whose name as President, of Address Company, Inc. a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 8th day of April, 19 86.

Claiborne P. Seier  
Signature of Officer

\_\_\_\_\_  
Title of Officer

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

I, Susann B. Shearon, a Notary Public, in and for said county and said state, hereby certify that H. S. Idwell, whose name as Vice President, of Homeys, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 17th day of December, 19 85.

Susann B. Shearon  
Signature of Officer

Notary Public  
Title of Officer

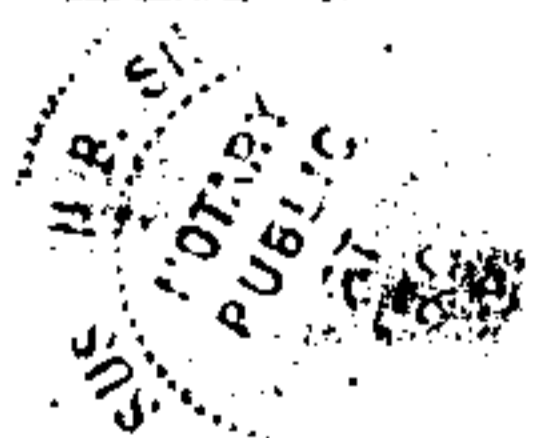
my commission expires 11/2/89

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STATE OF ALA SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED

1986 APR 14 PM 12:46

[Signature]  
JUDGE OF SUPERIOR COURT



RECORDING FEES	
Recording Fee	\$ <u>7.50</u>
Index Fee	<u>1.00</u>
<b>TOTAL</b>	<b>\$ <u>8.50</u></b>