

STATE OF ALABAMA

SHELBY COUNTY

1387

This lease, made the 23rd day of September, 1987, by and between Hulen Southern, a single man, hereinafter called the Lessor, and Calvary Baptist Church, A Corporation, hereinafter called the Lessee:

WITNESSETH, That the Lessor does hereby rent and lease unto the Lessee the following premises in the Town of Vincent, Alabama, viz:

One acre of real estate, more or less, situated in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 11, Township 19, Range 2 East, Shelby County, Alabama. Said parcel of land being one acre in area, more or less, Highway Right of Ways excepted and described by metes and bounds as follows: bounded on the East by U.S. Highway #231, bounded on the South by lot of Calvary Baptist Church; bounded on the West by Calvary Baptist Church Lot and bounded on the North by paved Lover's Lane Road, known as Shelby County Highway # 60.

for use and occupation by the said Calvary Baptist Church, A Corporation, as a parking and playground area, and not otherwise, for and during the term of ten (10) years to wit: from the 23rd day of September, 1987 to the 23rd day of September, 1997 and Lessor covenants to keep the Lessee in quiet and peaceable possession of the premises during said term.

Lessee agrees to pay to the Lessor the sum of \$ 25.00 per month during the term hereof, payable for each month in advance, no later than the 10th day thereof.

Lessee shall have an option to extend and renew this lease for a term and duration of ten (10) additional years from the expiration date hereof at a fair market value rental to be mutually agreed by and between the parties hereto.

No demand for rent need at any time be made, on the premises or elsewhere but it shall be the duty of the Lessee to pay the same without demand being made therefor.

The leased premises herein recited shall not be sublet or subleased in whole or in part or assigned or transferred, without the written consent of the Lessor, and no building of a permanent nature shall be constructed on the leased premises during the said term.

The Lessee agrees to resume all risk incident to the use of the leased premises as a parking and playground area and to hold the Lessor harmless and indemnified against any loss, damage or expense resulting from injury to person or persons, or damage to or loss of property caused in any manner by the Lessee, its agents, servants or employees.

The Lessee may make, at its own expense, such landscape changes and improvements, as may be useful to the Lessee, including grading, slagging

or asphaltting the leased premises herein recited and including ingress and egress driveways from U.S. Highway 231 to its Church buildings and Pastorium.

The Lessee may cancel this lease by giving the Lessor Ninety (90) days written notice thereof at any period during the lease term, otherwise, this lease shall be binding upon the executors, administrators and heirs of the Lessor and it shall also be binding upon the Lessee, its Trustees, and successors in office during the term hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the

23rd day of September, 1987.

This lease is a corrected copy, represented the true intent of the parties, correcting the lessor's time by error from 9-23-87 to 9-23-87 on page one of this deed or lease which is recited in error on page one of this lease, recorded in office of Probate Judge, Shelby County, Ala. at page 806 of Book 154. The correct time of this lease should be from 8-23-87 and ending 8-23-97 with 10 year option of renewal as the parties intended.

Hulen Southern, Lessor

CALVARY BAPTIST CHURCH, A CORPORATION, LESSEE

John A. Lowe (SEAL)
John A. Lowe, Trustee

Jessie R. Carroll (SEAL)
Jessie Carroll, Trustee

James H. Sharbutt (SEAL)
James H. Sharbutt, Trustee

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned Authority, in and for said County, in said State, hereby certify that Hulen Southern, whose name 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, he executed the same voluntarily on the day the same bears date.

Given under by hand and seal this the 23rd day of September, 1987.

Donna Jean Baker
Notary Public

My Commission Expires 8/8/90

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

1987 OCT 20 PM 1:09

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$5.00
Index Fee 1.00
TOTAL \$6.00