

2185

MEMORANDUM OF LEASE FOR RECORDING PURPOSES

THIS LEASE, made and entered into this 29th day of APRIL, 1986, by and between ANDRESS COMPANY, INC. (hereinafter called Lessor), and NATIONAL PIZZA COMPANY (hereinafter called Lessee).

Lessor has leased to Lessee the following described real property situated in the City of Birmingham, County of Shelby, State of Alabama, to wit:

Commence at the Northwest corner of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 18 South, Range 2 West and run in an Easterly direction along the Northerly line of said 1/4 - 1/4 section a distance of 781.50 feet to the point of beginning; thence continue along the last stated course a distance of 112.30 feet to a point; thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 324.12 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 the Northeasterly right of way line of U.S. Highway No. 280 a distance of 100.00 feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly direction a distance of 273.05 feet to the point of beginning. Containing 29,858.50 square feet or 0.685 acres.

The term of this Lease is fifteen (15) years, commencing on the 1st day of May, 1986. The said lease term shall automatically extend for three (3) additional five (5) year terms provided that Lessee shall give Lessor written notice by certified mail with return receipt six (6) months prior to the termination of the original term or any extended term stating that the Lessee agrees to extend the Lease for an additional five (5) year term.

This Lease is subject to the terms, conditions and restrictions contained in that certain unrecorded written lease agreement between Lessor and Lessee dated April 29, 1986.

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By: [Signature]
HARRY R. ANDRESS, President

NATIONAL PIZZA COMPANY
By: [Signature]
O. GENE BICKNELL
Chairman of the Board
P.O. Box 62643
Pittsburg, Kansas 66762

STATE OF ALABAMA

COUNTY OF JEFFERSON

BEFORE ME, a Notary Public with and for the county and state aforesaid, on this 14th day of September, 1987, personally appeared HARRY R. ANDRESS to me known to be the person(s) who signed the foregoing Memorandum of Lease for Recording Purposes as Lessor(s) and acknowledged to me that the same was signed for the purposes therein mentioned as their own free act and deed and that they are fully authorized by law to sign as Lessor(s) or its legal representative, if incorporated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this, the day and year above mentioned.

My commission expires: 4/8/91

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

1987 OCT 30 PM 1:35

Naomi A. Garrett
NOTARY PUBLIC

RECORDING FEES

Recording Fee \$ 5.00

Index Fee 1.00

6.00

STATE OF KANSAS
Thomas A. ...
COUNTY OF CRANE OF PROBATE

BEFORE ME, a Notary Public with and for the county and state aforesaid, on this 18th day of SEPTEMBER, 1987, personally appeared O. GENE BICKNELL, Chairman of the Board of National Pizza Company, to me known to be the person who signed the foregoing Memorandum of Lease for Recording Purposes as Lessee and acknowledged to me that the same was signed for the purposes therein mentioned as his own free act and deed and that he is fully authorized by law to sign as Lessee or its legal representative, if incorporated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this, the day and year above mentioned.

My commission expires:

NAOMI A. GARRETT
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Expires 9/14/91

Naomi A. Garrett
NOTARY PUBLIC

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