

2609

STATE OF ALABAMA)
SHELBY COUNTY)

LEASE AGREEMENT

THIS LEASE is made and entered into by and between Ramona Gay Osborn and Eleanor H. Gearhart, hereinafter referred to as "Lessor", and Claude A. Glass and Nina H. Glass, hereinafter referred to as "Lessee". This Lease Agreement shall be binding on Lessor's heirs, successors and assigns.

Demise of Leased Land

Lessor for and in consideration of the conditions here contained does hereby lease and demise to Lessee, and Lessee does rent and accept from Lessor, the real property, referred to as "Leased Land", the following described real estate, to-wit: That part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 29, Township 19, Range One East described as follows: Begin at the NE corner of said 40, run Westwardly along the North Line of said section a distance of 0.50 feet. Thence left 50 degrees -56'-30" a distance of 181.42 ft. along the West Right of Way line of County Highway No. 51 to a point of beginning. (Iron in place) Thence right along the boundary of the Thornton property a distance of 62.85 feet. (Iron in place) Thence left along boundary of McWhorter property a distance of 60 feet. (No Iron set here) Thence left approximately 34 feet to the West Right of Way of County Highway 51. (No iron set here) Thence left, along said Right of Way 60 feet to the point of beginning.

Lease Term

This Lease shall begin on the date on which it is executed and shall remain in full force and effect until one or more of the following conditions are met. (1) The death of Claude A. Glass or Nina H. Glass, whichever occurs later, at which time it will terminate automatically. (2) Should both Claude A. Glass and Nina H. Glass vacate the property and take residence elsewhere for a period of more than sixty (60) days; the exception being a temporary care facility, the Lease will terminate automatically. (3) Should both Claude A. Glass and Nina H. Glass become residents of a Custodial Care Facility,

259 PAGE 511
900M
Claude A. Glass
102-100-1151

Lease Agreement (page 2)

the lease would automatically terminate sixty (60) days from the date of admission to such a facility.

Consideration

As consideration for this Lease, Lessee agrees to pay Lessor the sum of One and no/100 Dollars (\$1.00), and to construct a dwelling house on the Leased Land which shall, together with any other improvements remaining on the Leased Land at the expiration of the Lease Term, be solely owned by Lessor at the expiration of the Lease Term. It is expressly understood and agreed that the dwelling house may be constructed by an entity or group of individuals associated with the Union Methodist Church and/or the Sylacauga Conference or any other individual, entity or group of individuals, but that none of these entities, groups or individuals (except Lessee) shall retain any interest or ownership in the Leased Land or the dwelling.

The dwelling and any improvements shall become a part of the Leased Land and, as such, entitle Lessee to the occupancy and quiet enjoyment of same.

Use of Premises

Lessee shall have the right to use the Leased Land for any lawful purpose. In this connection, and without detracting from the foregoing, it is understood and agreed that the primary purpose for which the Leased Land has been leased is for the development and construction of a dwelling house.

Also, without detracting from the foregoing, it is expressly understood and agreed that Lessee shall have the right, at any time and from time to time during the term of this Lease, to erect, maintain, alter, remodel, reconstruct, rebuild, replace and remove buildings and other improvements on the Leased Land, all at the cost of the Lessee, the only exception being that Lessee may not intentionally destroy or remove the

Lease Agreement (page 3)

dwelling house or its replacement from the Leased Land onto any other land not owned by Lessor in an attempt to defeat the consideration hereunder.

Any insurance proceeds payable as the result of damage or destruction of any improvement on the Leased Land shall be paid to the Lessee.

Lessor shall have no duty to make any repairs whatsoever to the Leased Land or improvements.

Miscellaneous

Partial invalidity of any provision hereunder shall not void the entire agreement but only that part found to be invalid.

Paragraph captions are not to be considered in interpreting the provisions of the Lease.

The Lease may be terminated only as described in one of the three (3) conditions set forth under the paragraph entitled "Lease Term" or with the written consent of Lessor and Lessee.

All singular terms shall be interpreted as plural when necessary to give them their necessary effect and all masculine terms shall be interpreted as gender neutral for the same purpose.

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

19 day of Nov, 1988.

Ramona Gay Osborn (Seal)
Ramona Gay Osborn, Lessor

Eleanor H. Gearhart (Seal)
Eleanor H. Gearhart, Lessor

Claude A. Glass (Seal)
Claude A. Glass, Lessee

Nina H. Glass (Seal)
Nina H. Glass, Lessee

Lease Agreement (page 4)

STATE OF ALABAMA)

MONTGOMERY COUNTY)

I, Rupert L. Stevens Notary Public in and for said County, in said State, hereby certify that Eleanor H. Gearhart whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, she has executed the same voluntarily on this 14 day of Nov, 1988.

Given under my hand and official seal this 14 day of Nov, 1988.

Rupert L. Stevens
Notary Public

STATE OF ALABAMA)

SHELBY COUNTY)

I, Erline B. Mayhew, A Notary Public in and for said County, in said State, hereby certify that Ramona Gay Osborn whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, she has executed the same voluntarily on this 17 day of November, 1988.

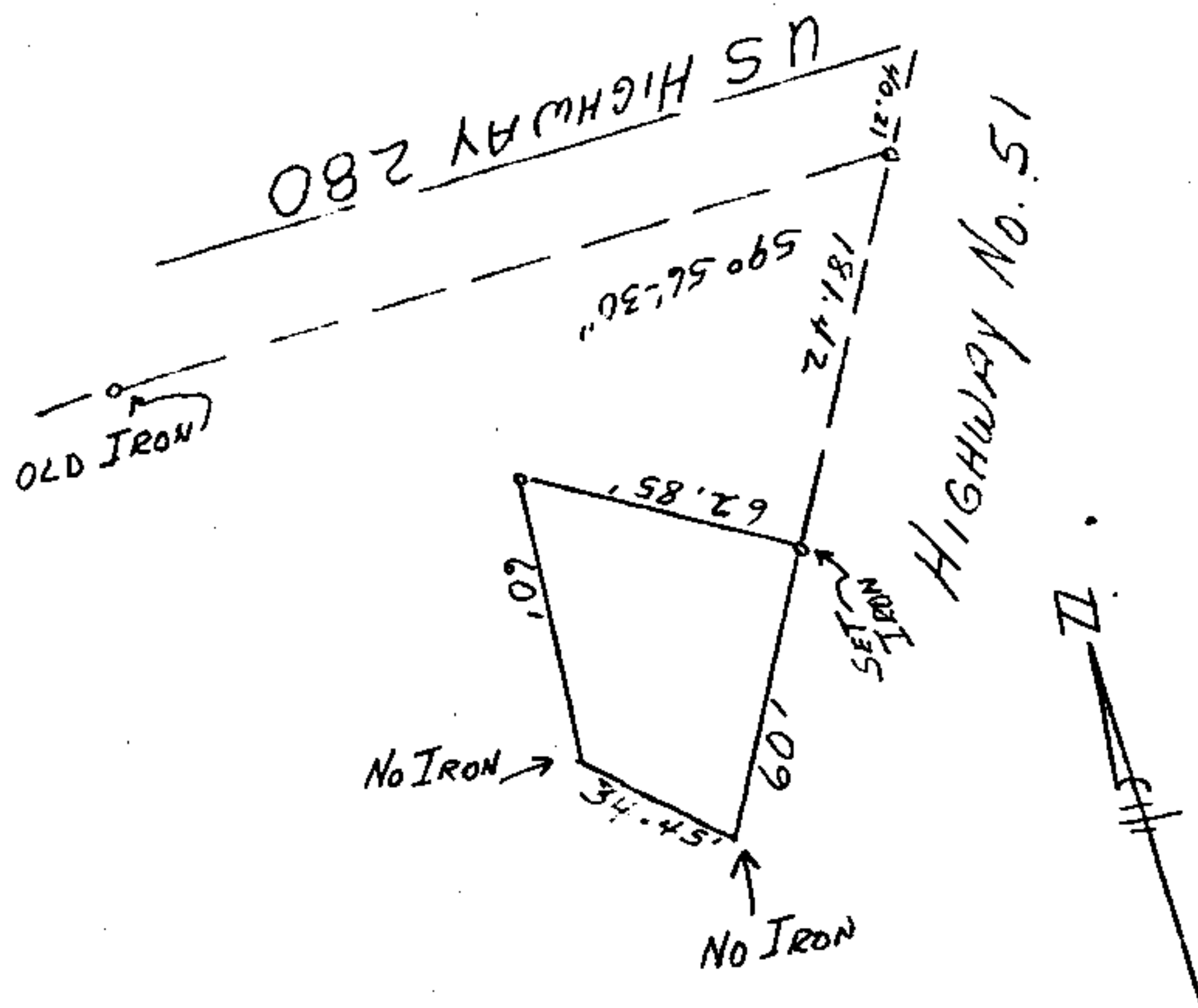
Given under my hand and official seal this 17 day of November, 1988.

Erline B. Mayhew
Notary Public

BOOK 259 PAGE 514

Lease Agreement (page 2)

SKETCH OF LEASED LAND



BOOK 259 PAGE 515

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

89 OCT -3 PM 2:02

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

1. Deed Tax -----	\$	
2. Mtg. Tax -----	\$	
3. Recording Fee -----	\$	12.50
4. Indexing Fee -----	\$	3.00
5. No Tax Fee -----	\$	
6. Certified Stamp Fee --	\$	1.00
Total -----	\$	16.50