

498

LEASE

This agreement, entered into this 18 day of Aug, 1990, between Tammy J. Mularski and Kandle D. Brown hereinafter referred to as the Lessor, and Don A. Brown and wife, Sandra J. Brown, hereinafter referred to as the Lessee.

Witnesseth, that in consideration of the covenants herein contained on the part of the said Lessee to be kept and performed the said Lessor does hereby lease to the said Lessee that certain real estate in Shelby County, Alabama:

All of the Northeast one-fourth (NE $\frac{1}{4}$) of the Southwest one-fourth (SW $\frac{1}{4}$) and the Northwest one-fourth (NW $\frac{1}{4}$) of the Southeast one-fourth (SE $\frac{1}{4}$) of Section 11, Township 20 South, Range 2 East, Shelby County, Alabama, lying South and West of Chancellor's Ferry Road as now located; said property containing 43.13 acres, more or less.

To hold the said premises hereby leased unto the said Lessee from the 18 day of Aug, 1990, to the 18 day of Aug, 2015. The said Lessee paying therefore the rent of \$1,000.00 per year as follows:

In cash or services or partly in cash and partly in services at any time during the year for which such rent is owed.

Lessor covenants with the Lessee that the Lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the said premises for the full term of this lease without let, hindrance, eviction, molestation or interruption whatever, excepted as provided below.

Lessee is hereby specifically granted by Lessor an option to renew said lease for one 5 year period at the expiration of this lease on the 18 day of Aug, 2015. Said notice to renew is to be given to Lessor on or before the 18 day of July, 2015.

Lessee further covenants and agrees as follows:

1. To pay said rent hereinbefore reserved at the time at which the same is made payable.

RE 1 Box 71 D
Columbiana, AL
35051

2. To pay all water, electric, gas and telephone charges which may be assessed upon the demised premises during the term hereof.

3. Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of same.

4. Not to assign this lease or underlet the said premises or any part thereof without the previous consent of the said Lessor being first obtained in writing.

5. That this lease shall terminate when the Lessee vacates the said premises, providing all payments have been made hereunder or a sub-lease agreement has been executed.

6. At the termination of said tenancy to quietly yield up the said buildings and grounds in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are.

Lessor shall have the following remedies in addition to its other rights and remedies in the event lessee breaches this lease agreement:

a) Lessor may re-enter the premises immediately and remove the property and personnel of lessee, store the property in a public warehouse or at a place selected by lessor, at the expense of lessee.

b) After re-entry lessor may terminate the lease on giving ten (10) days written notice of termination to lessee. Without such notice re-entry will not terminate the lease. On termination lessor may recover from lessee all damages proximately resulting from the breach including the cost of recovering the premises and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease terms, which term shall be immediately due lessor from lessee.

If lessor files an action to enforce any agreement contained in this lease, or for breach of any covenant or condition lessee shall pay lessor reasonable attorney's fee for the service of lessor's attorney in action, all fees to be fixed by the Court.

IN WITNESS WHEREOF, the parties have executed this lease on the year and day first above written.

Tammy J. Mularski
Lessor

Kandle D. Brown
Lessor

Don A. Brown
Lessee

Sandra J. Brown
Lessee

BOOK 306 PAGE 141

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

90 AUG 20 PH 3:47

JUDGE OF PROBATE

1	14.50
2	7.50
3	3.50
4	1.00
5	1.00
Total	26.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Tammy J. Mularski, Kandle D. Brown, Don A. Brown and Sandra J. Brown, whose names are 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, they executed the same voluntarily on the day the same bears the date.

Given under my hand this 20th day of August, 1990.

Tracy S Bentley
NOTARY PUBLIC

[SEAL]

My Commission Expires: July 28, 1993