

451

STATE OF ALABAMA  
SHELBY COUNTY

ADDENDUM AMENDMENT TO REAL ESTATE LEASE PURCHASE CONTRACT

The parties hereto, namely, Clarence Hatcher and Associates, Inc., a Corporation, hereinafter referred to as "Lessor", and Howard Nichols and wife, Mary Ann Nichols, hereafter referred to as "Lessees", hereby acknowledge and refer to the Real Estate Lease Purchase Contract which they entered into on the 1st day of August, 1990, and do now, by mutual agreement, and for adequate consideration and mutual benefits to them occurring, the sufficiency of such consideration being hereby mutually acknowledged, do hereby amend said Real Estate Lease Purchase Contract which is dated the 1st day of August, 1990, as follows:

1. The parties have procured a survey plat and description of Parcel Two as referred to in said Real Estate Lease Purchase Contract, a copy of the map or plat of such survey of R. C. Edwards dated September 11, 1990, being attached hereto as Exhibit "1" and by reference being made a part hereof, and the description of said Parcel Two is hereby amended to read as follows:

PARCEL TWO:

BOOK 321 PAGE 228  
Begin at the northwest corner of Section 2, Township 20 South, Range 1 West; thence South 48.51 feet; thence South 34 deg. 55' 36" E, 2132.31 feet, to an iron found on the West margin of County Road 47; thence along said margin of County Road on a chord South 14 deg. 08' 46" E, 157.47 feet to point of beginning. From said point of beginning continue along said Road South 11 deg. 42' 05" E, 64.30 feet; thence leaving said Road South 61 deg. 16' 20" W, 281.35 feet; thence North 32 deg. 30' 01" E, 87.41 feet; thence North 32 deg. 42' 34" W, 19.46 feet; thence North 61 deg. 16' 29" E, 224.92 feet, to the point of beginning. The above described parcel of land lying in Section 2, Township 20 South, Range 1 West, and containing 0.34 acres, more or less, according to survey of R. C. Edwards, Land Surveyor, dated September 11, 1990.

2. The parties acknowledge that there is an area of land lying between PARCEL ONE and PARCEL TWO, which are adjoining parcels, and the lake boundary. The parties have procured a survey plat and description of such area, a copy of the map or plat of such survey of R. C. Edwards dated September 11, 1990, being attached as Exhibit "2" and by reference hereto being made a part hereof.

C. A. Hatcher  
P.O. # 1278

3. The Lessor does hereby lease to the Lessees all of its right, title, and interest in and to said area, to be used by the Lessees in conjunction with said PARCEL ONE and PARCEL TWO, said area being more particularly described as follows:

Begin at the NW corner of Section 2, Township 20 South, Range 1 West; thence South 48.51 feet; thence S 34 deg. 55' 36" E, 2132.31 feet to an iron found on the West margin of County Road 47; thence leaving said Road S 61 deg. 16' 21" W, 275.13 feet to the point of beginning. From said point of beginning, thence S 32 deg. 42' 34" E, 172.23 feet; thence S 32 deg. 30' 01" W, 87.41 feet; thence S 61 deg. 16' 20" W, 20 feet to the lake boundary; thence along and with said lake boundary in a Northerly direction to the point of beginning.

The above described parcel of land lying and being in Section 2, Township 20 South, Range 1 West and containing 0.25 acres, more or less, according to survey of R. C. Edwards, Registered Land Surveyor, dated September 11, 1990.

The parties further agree that, at the end of the term of of the aforesaid Real Estate Lease Purchase Contract, as amended hereby, and after the Lessees have paid all rental payments, as provided herein, and have complied with each and all conditions hereunder, the Lessor will convey all of its right, title, and interest in and to the above described parcel to the Lessees, as joint tenants with right of survivorship, or to the survivor of the Lessees, if one of said Lessees is then deceased, by quit claim conveyance.

4. All of the terms and provisions of the aforesaid Real Estate Lease Purchase Contract dated the 1st day of August, 1990, and which are not specifically modified herein, shall remain in full force and effect and are hereby reaffirmed by the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 16 day of November, 1990.

CLARENCE HATCHER and ASSOCIATES, INC.,  
a Corporation

By Clarence Hatcher (SEAL)

Howard Nichols (SEAL)  
Howard Nichols

Mary Ann Nichols (SEAL)  
Mary Ann Nichols

STATE OF ALABAMA )  
CHILTON COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clarence H. Hatcher, whose name as President of Clarence Hatcher and Associates, Inc., a Corporation, is signed to the foregoing Addendum Amendment to Real Estate Lease Purchase Contract, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he, as such officer, and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and seal this 16 day of November, 1990.

Commission expires 7-19-93

Alicia G. [Signature]  
Notary Public

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Howard Nichols and wife, Mary Ann Nichols, whose names are signed to the foregoing Addendum Amendment to Real Estate Lease Purchase Contract, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 3<sup>rd</sup> day of <sup>December</sup> November, 1990.

J. [Signature]  
Notary Public

MY COMMISSION EXPIRES 11-19-94

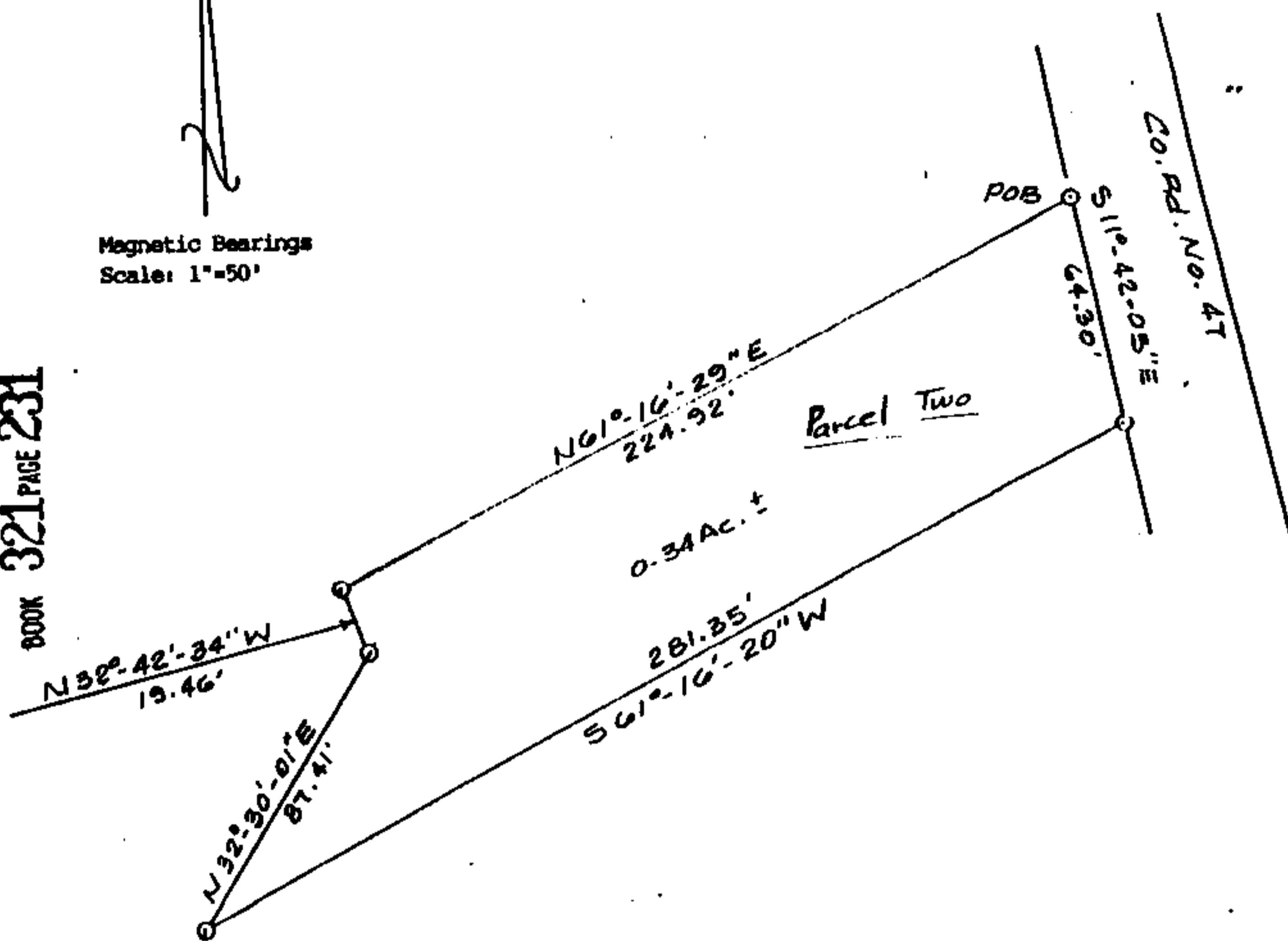
BOOK 321 PAGE 230

This is surveyed description of Parcel Two of Nichols Contract

Exhibit "1"

N  
N  
Magnetic Bearings  
Scale: 1"=50'

BOOK 321 PAGE 231



STATE OF ALABAMA

COUNTY OF SHELBY

I, R. C. Edwards PE/LS

Land Surveyor, hereby certify that the foregoing is a true and correct map or plat of the following described property.

Begin at the northwest corner of section 2, township 20 south, range 1 west; Thence south 48.51 feet; Thence S 34° 55' 36" E, 2132.31 feet, to an iron found on the west margin of County Road 47; Thence along said margin of County Road on a chord S 14° 08' 46" E, 157.47 feet to the point of beginning.

From said point of beginning continue along said Road S 11° 42' 05" E, 64.30 feet; Thence leaving said Road S 61° 16' 20" W, 281.35 feet; Thence N 32° 30' 01" E, 87.41 feet; Thence N 32° 42' 34" W, 19.46 feet; Thence N 61° 16' 29" E, 224.92 feet, to the point of beginning.

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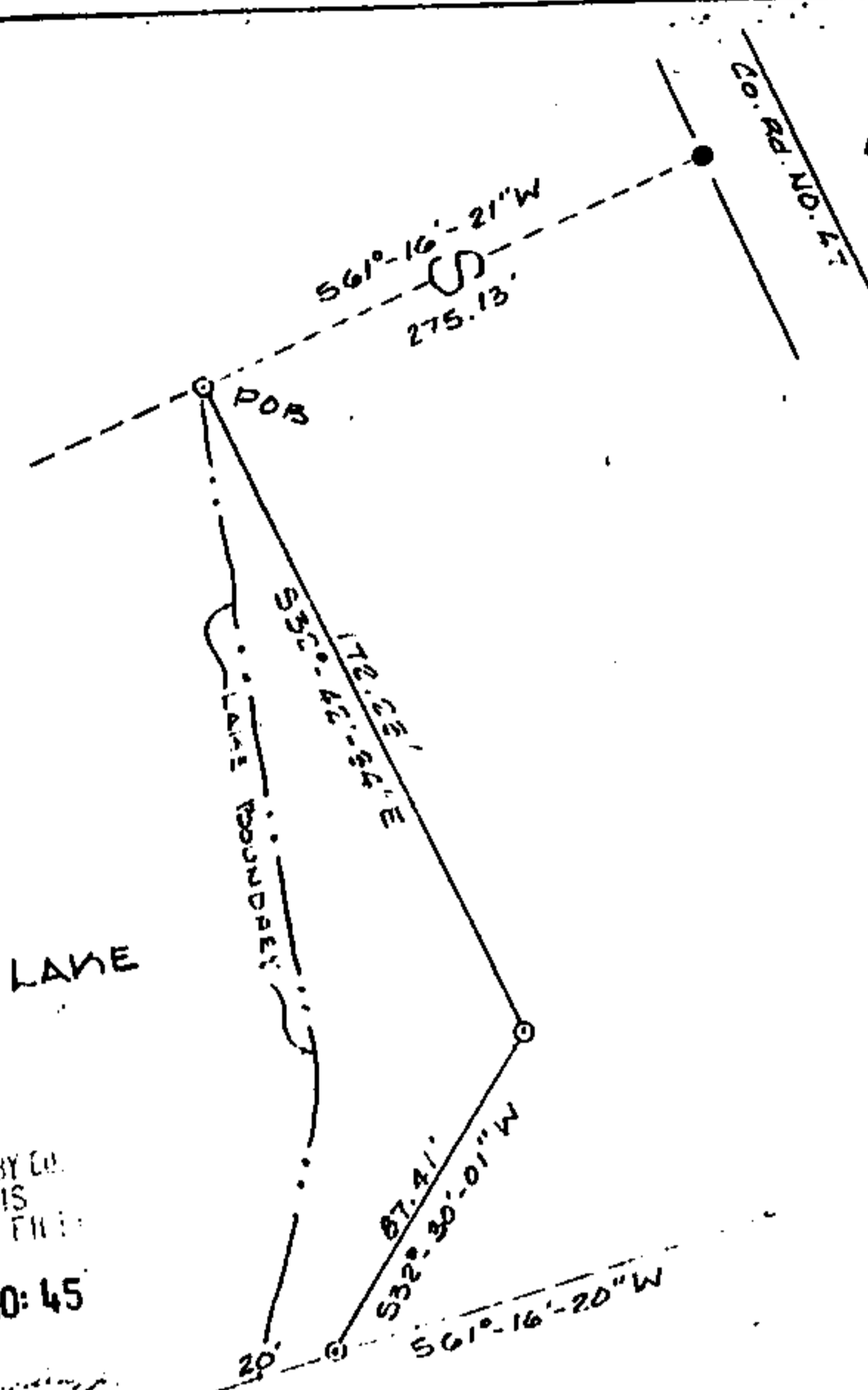
I further certify that the buildings now erected on said property are within the boundaries of same; that there are no encroachments by buildings on the adjoining property; and there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface of the ground; there are no electric or telephone wires (excluding wire which serve the premises only) or structures or supports therefor including poles, anchors and guy wires on or over said premises, except as shown. The property is not within a flood plain and; that the correct address is \_\_\_\_\_  
Alabama, the property of \_\_\_\_\_

According to my survey this the 11th day of Sept., 19 90

Ala. Reg. No. 9791.

Exhibit '2'

N  
Mag. Bearings  
Scale: 1"=50'



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

90 DEC 10 AM 10:45

*[Signature]*  
JUDGE OF PROBATE

1. Deed Tax	---
2. Mig. Tax	---
3. Recording Fee	12.00
4. Indexing fee	3.00
5. No Tax fee	---
6. Certified Fee	1.00
Total	16.00

STATE OF ALABAMA

COUNTY OF SHELBY

I, R. C. Edwards PE/LS

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From said point of beginning Thence S 32° 42' 34" E, 172.23 feet; Thence S 32° 30' 01" W, 87.41 feet; Thence S 61° 16' 20" W, 20 feet to the lake boundary; Thence along and with said lake boundary in a northerly direction to the Point of Beginning.

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According to my survey this the 11th day of Sept., 19 90

Ala. Reg. No. 9791.