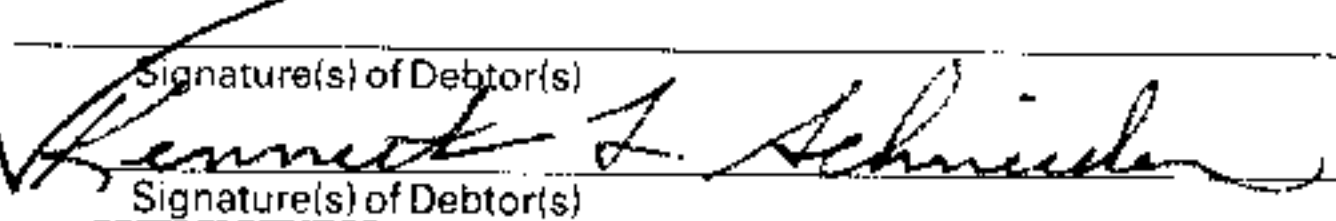
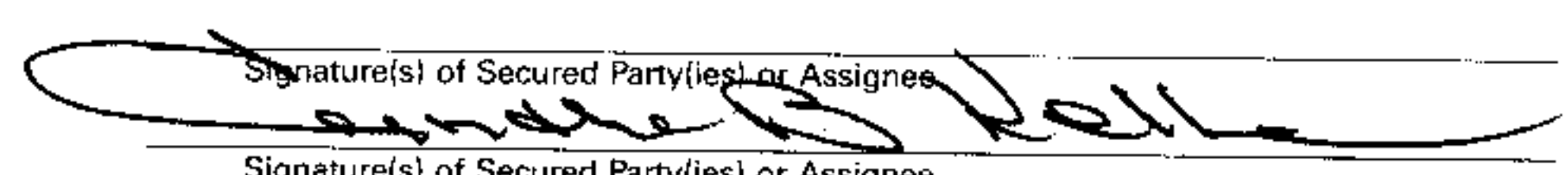


# STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

**Important: Read Instructions on Back Before Filling out Form.**

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to:  <b>FIRST AMERICAN BANK OF PELHAM POST OFFICE BOX 100 PELHAM, AL 35124</b>		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office   <div style="text-align: center;"> <p><b>Inst. # 1992-28171</b></p> <p><b>11/25/1992-28171</b></p> <p><b>09:33 AM CERTIFIED</b></p> <p><b>SHELBY COUNTY JUDGE OF PROBATE</b></p> <p><b>006 MCD 18.00</b></p> </div>
2. Name and Address of Debtor (Last Name First if a Person)  <b>SCHNEIDER, KENNETH L. 400 FIRST AVENUE WEST ALABASTER, AL 35007</b>		(This space is reserved for the Filing Officer's use.)
Social Security/Tax ID # <span style="background-color: black; color: black;">[REDACTED]</span>		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. SECURED PARTY (Last Name First if a Person)  <b>FIRST AMERICAN BANK OF PELHAM POST OFFICE BOX 100 PELHAM, AL 35007</b>		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  Social Security/Tax ID # _____
<input type="checkbox"/> Additional secured parties on attached UCC-E		
5. The Financing Statement Covers the Following Types (or Items) of Property:  <b>ASSIGNMENT OF COMMERCIAL LEASE DATED OCTOBER 23, 1992 BETWEEN KENNETH L. SCHNEIDER, AS LESSOR, AND SENECA AUTO &amp; TRUCK SUPPLY OF KENTUCKY, INC., AS LESSEE PER ATTACHED "EXHIBIT B"</b>  <b>MORTGAGE ON SAID PROPERTY HAVING BEEN PREVIOUSLY RECORDED WITH THE SHELBY COUNTY, AL JUDGE OF PROBATE 11-04-92, INST # 1992- 25702 AND MORTGAGE TAX HAVING BEEN PAID</b>		
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:  <div style="text-align: right;"> <p>1 0 2</p> </div>		
Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.		
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so): <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed.		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <u>125,000.00</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>PREVIOUSLY PAID</u> 8. <input type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)
Signature(s) of Debtor(s)  <b>KENNETH L. SCHNEIDER</b> Type Name of Individual or Business		Signature(s) of Secured Party(ies) or Assignee  <b>FIRST AMERICAN BANK OF PELHAM</b> Type Name of Individual or Business

# COMMERCIAL LEASE

This is a legally binding contract. If not understood, seek competent advice.

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS  
AMENDED OCTOBER, 1976

LEASE FORM

STATE OF ALABAMA }  
Jefferson County }

This lease made this 23 day of OCTOBER 1992 by and between

KENNETH L. SCHNEIDER

hereinafter called "Lessor", by

as agent for the Lessor and by SENECA AUTO & TRUCK SUPPLY OF KENTUCKY, INC.

hereinafter called "Lessee":

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises in the City of ALABASTER, SHELBY COUNTY, Alabama, to-wit:

**400 FIRST AVENUE, WEST (formerly owned by Post Welding Supply), more particulary described as follows:**

**That buildings and land comprising 435 foot frontage on Highway 44 (by 306.1 feed in depth) from the easternmost boundary line of the below desribed property (See attached legal description).**

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Lessee as

**Use**  
**AUTO AND TRUCK SUPPLY RETAIL STORE.**

**Term**  
and for no other or different use of purpose, for and during the term of **One (1) year**  
beginning on **23rd** day of **October: 1992**  
and ending on the **22nd** day of **October: 1993.**

**Rent**  
1. In consideration whereof, the Lessee agrees to pay the Lessor ~~SENECA AUTO & TRUCK SUPPLY OF KENTUCKY, INC.~~  
2. **Kenneth L. Schneider, 400 First Ave., West, Alabaster, AL 35007**  
3. on the first day of each month of said term, in advance, as rent for said premises, the sum of  
4. **Three thousand and No/100** DOLLARS (\$ 3,000.00 ) per month.  
5. being at the rate of **Thirty Six Thousand** DOLLARS (\$ 36,000.00 ) per annum.  
6. Lessee agrees that a Service and Bookkeeping charge of **\$25.00** shall become due and payable each  
7. and every month that the rent has not been received in the office of **Kenneth Schneider** by the 10th of the month.  
8. Should premises be completed and turned over to Lessee either prior to, or after **October 01, 1992**  
9. then in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on the first day of the  
10. next calendar month.

**Quiet Enjoyment**  
11. This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in  
12. possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or in-  
13. ability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee  
14. in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suit-  
15. able for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representations or promises with  
16. respect to said building or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises  
17. and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein.)

**Roof**  
18. Should the roof of the building leak at any time during said term, due to no fault on the part of the Lessee, the Lessor will  
19. repair the same within a reasonable time after being requested in writing by the Lessee so to do, but in no event shall the Lessor  
20. be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the  
21. extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective  
22. workmanship or materials, the Lessee hereby expressly waiving the same. Lessor and its agents, shall not be liable for any deaths,  
23. injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf  
24. of, the Lessor, other than willfully wrongful acts of Lessor.

**Air Conditioning and Signs**  
25. In the event air conditioning equipment or a part of any air conditioning equipment is installed on the roof of any building  
26. hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall be responsible for repairing any roof  
27. leaks, attributable to such installation, during the term of this lease at Lessee's sole cost and expense, but no such air condition-  
28. ing equipment or sign may be installed until the consent in writing of the Lessor is first had and obtained thereto.

**Roof and Drains, etc., Debris On**  
29. The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Lessee  
30. will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

**Repairs**  
31. Lessor shall not be obligated or required to make any other repairs or do any other work on or about said premises or any  
32. part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless  
33. and only to the extent herein agree. All other portions of any building hereby leased shall be kept in good repair by Lessee and  
34. at the end of the term hereof, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonable,  
35. wear and tear excepted.

**Inspection and Showing**  
36. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do, such work on or about  
37. said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right  
38. to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchasers.  
39. and the right to display "For Sale" and "For Rent" signs on said premises.



Reinstatement	125. If this lease is terminated by the Lessor for any reason, including non-payment of rent, and the Lessee pays the rent, attorneys' fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the leased premises or any part thereof, with the Lessor's consent, this lease will be considered reinstated, and will continue in effect as though it had not been terminated.
Improvements and Additions Property of Lessor	129. All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of within contract have been complied with by Lessee and provided said Lessee restores the building and premises to its original condition, normal wear and tear excepted.
Fire & Other Casualty	134. In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Lessor's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the buildings, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same; provided, further, that if the unexpired portion of the term or any extension thereof shall be two (2) years or less on the date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value of said damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee, within thirty (30) days after the occurrence of such casualty, terminate this lease. If Lessor exercises the above right to terminate this lease and Lessee elects to exercise an option of renewal privilege which Lessee may have under this lease, which if exercised, would extend the unexpired term beyond two (2) years. Lessee may void such above notice of Lessor's right to terminate this lease by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient to effect such restoration or repairs, Lessor at its option may cancel this lease by written notice to Lessee within thirty (30) days after the occurrence of such casualty.
	148. In the event the repairing and restoring of the buildings can not be completed within four (4) months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this lease upon giving written notice to Lessor within thirty (30) days from the date of occurrence of said casualty. From the date of such damage or destruction until said building has been substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee.
Transfer or Assignment, Conditions	153. Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-lessee must assume, in writing, all the obligations of the Lessee hereunder, but such assumption shall not operate to release the Lessee from any agreement or understanding on the part of the Lessee expressed or implied in this lease. If a lease assignment is consummated for this Lessee or any one or more assigns before expiration term of this lease, then the Lessee or his subsequent assigns shall pay a \$
Lease Assignment Fee Clause	159. assignment fee to agent for each and every lease assignment made.
Notices and Demands	160. All notices and demands authorized or required to be given to the Lessee under any provision hereof must be in writing, and may be delivered to the Lessee in person or left on or in the leased premises or shall be conclusively deemed to have been delivered to the Lessee if the same be deposited in the United States mail addressed to the Lessee at the leased premises, with the proper postage affixed thereto. All notices herein authorized are required to be given to the Lessor may be given by certified mail, addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in care of the Lessor's rental agent at that time authorized by the Lessor to service this lease, and said notices must be in writing.
Agents Commission Agreement	166. THE COMMISSIONS PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY ARE NOT SET BY THE BIRMINGHAM BOARD OF REALTORS BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT.
	169. Lessor in consideration of the services rendered by <span style="float: right;">as agent of</span> 170. Lessor in leasing said premises to Lessee, does hereby authorize said 171. its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals 172. or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's 173. successors or assigns, and hereby agrees to pay to the said <span style="float: right;">its</span> 174. successors or assigns, for the services rendered in effecting this lease or any renewal, extension, or re-leasing as above provided, 175. (an amount equal to <span style="float: right;">per cent of all rents paid by virtue thereof, whether or not affected by</span> 176. <span style="float: right;">or any other person, firm or corporation, or whether or not said rent is paid</span> 177. direct to <span style="float: right;">its successors or assigns, payment of said commissions to be made</span> 178. as and when rents are received by the Lessor, its successors or assigns, and the said 179. its successors or assigns shall be entitled to said commission from the present Lessor, the Lessor's personal representative, heirs, 180. successors, assigns, or grantees in title of the property herein described, and the same shall be charged upon the land, tenements 181. and hereditaments herein described.
	182. As a further consideration for the services rendered by <span style="float: right;">if the</span> 183. term of this lease is for twelve (12) months or less the Lessor agrees to pay the agent <span style="float: right;">% of all rents paid as com-</span> 184. mission instead of the aforementioned <span style="float: right;">% provided for in the preceding paragraph; if the term of this lease is in</span> 185. excess of one year and less than three years, Lessor agrees that in addition to said commission provided in the preceding 186. paragraph, said agent shall be entitled to receive <span style="float: right;">rent payable hereunder, or, if this lease term is</span> 187. for three years or more, to receive <span style="float: right;">rent payable hereunder, but percentage commission stated above</span> 188. shall not apply on said first month's rent; and this additional <span style="float: right;">rent commission shall not be paid</span> 189. to the agent for any lease renewal or extension to the herein named Lessee.
	190. In the event the within lease is cancelled or terminated by virtue of any act or default by the Lessor, including the sale of the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission which the Agent would have earned, provided the lease had not been cancelled or terminated.
Agents Repair and Improvement	193. If the Lessor undertakes to make any improvements or repairs on the leased premises during the term of this lease, the cost of which exceeds \$ <span style="float: right;">and if the agent supervises the same, the Lessor agrees to</span> 195. pay the said agent a reasonable fee for the additional services rendered.
Lessee Will Hold Harmless	196. Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and suits or expenses caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and save harmless Lessor and Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on or about the demised premises, not attributable to the willfully wrongful act of the Lessor or Lessor's agent. Any property stored in the demised premises shall be at the sole risk of Lessee.
Waiver of Subrogation Rights	201. Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended-coverage endorsements, irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered by valid and collectable insurance on the property at the time of the loss.
Holdover	205. Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture incurred, whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no event a tenancy from month to month, or from year to year.
Non-Waiver	208. The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Lessor.

Failure of Lessee to Repair	40.	Should the Lessee fail to make repairs agreed to by him under this lease, the Lessor may enter the premises and make such repairs and collect the cost thereof from the Lessee as additional rent. Except as herein specifically provided, the Lessee will not make or permit to be made any alterations, additions, improvements or changes in the premises, nor will the Lessee paint the outside of the building or permit the same to be painted without the written consent of the Lessor before work is contracted or let.
Signs	44.	No signs of any character shall be erected on the roof until the consent thereof in writing is first had and obtained from the Lessor.
	45.	The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, nor a waiver of, a restriction against alterations, additions, improvements or changes for the future.
Alterations and Improvements by Lessee	47.	Lessee will replace all plate and other glass, if and when broken, and failing so to do the Lessor may replace the same and the Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will replace all keys lost or broken, and will pay all bills for utilities and services used on said premises. Lessee will keep all elevators, air conditioning equipment, electric wiring, water pipes, water closets, drains, sewer lines and other plumbing on said premises in such good order and repair and will do all repairs, modifications and replacements which may be required by the applicable laws or ordinances. Lessor shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said elevators, air conditioning equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing, or any of them. Lessee will comply, at all times and in all respects with all the applicable laws and ordinances relating to nuisance, insofar as the building and premises hereby let, and the streets and highways bounding the same, are concerned, and the Lessee will not by any act, or omission render the Lessor liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times.
Upkeep	53.	
Compliance With Law	55.	
	58.	The Lessee agrees to pay all sewer rentals or other charges becoming due, levied under the authority of the Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949, or any other act, law or regulation. Failure to pay said rental shall constitute a default under the terms of this lease.
Public Liability Insurance And Indemnity	61.	Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$100,000.00 for injury to or death of one person or as a result of one occurrence and not less than \$300,000.00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of \$100,000.00, or single limit of \$ , insuring Lessee, Lessor, and Lessor's Agents, Servants, and employees (as an additional assured) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised premises during the term or in consequence of Lessee's occupancy thereof and resulting in personal injury or death or property damage. Lessee shall on request furnish to Lessor certificates of all insurance required under this paragraph.
Defects In Premises	69.	Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect in said building, or its equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in said premises, or caused by, or growing out of fire, rain, wind, leaks, seepage or other cause.
Snow, Ice, Trash	72.	If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground adjacent to the street, the Lessee will keep the sidewalk, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice, debris and obstructions and will hold the Lessor harmless from all damages or claims arising out of the Lessee's failure to so do.
Events of Default	75.	Upon the happening of any one or more of the events as expressed in this paragraph, the Lessor shall have the right, at the option of the Lessor, to either annul and terminate this lease upon two days written notice to Lessee and thereupon re-enter and take possession of the premises; or the right upon two days written notice to the Lessee to re-enter and re-let said premises, from time to time, as agents of the Lessee, and such re-entry or re-letting or both, shall not discharge the Lessee from any liability or obligation hereunder, except that rents (That is, gross rents less the expense of collecting and handling, and less commission) collected as a result of such re-letting shall be credited on the Lessee's liability up to the amount due under the terms of this lease and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary, the Lessor is hereby given the right to sue therefor at any time after default. The events or default referred to herein are: failure of the Lessee to pay any one or more of the installments of rent, or any other sum, provided for in this lease as and when the same become due, the removal, attempt to remove or permitting to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee or any assignee, or sub-tenant of the Lessee; the levy of an execution or other legal process upon the goods, furniture, effects or other property of the Lessee brought on the leased premises or upon the interest of the Lessee in this lease; the filing of a Petition in Bankruptcy, a Petition for an Arraignment or reorganization by or against the Lessee; the appointment of a receiver or trustee, or other court officer, for the assets of the Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation or abandonment by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the same are hereby let or (if the rental herein is based in whole or in part on the percentage of Lessee's sales) failure of the Lessee to exercise diligent effort to produce the maximum volume of sales; the assignment by Lessee of this lease or the re-letting or sub-letting by the Lessee of the leased premises or any part thereof without the written consent of the Lessor first had and obtained; the violation by the Lessee of any other of the terms, conditions or covenants not set out in this paragraph on the part of the Lessee herein contained and failure of the Lessee to remedy such violation within ten (10) days after written notice thereof is given by the Lessor to the Lessee.
Removal of Goods	98.	The Lessee shall not remove any of the goods, wares or merchandise of the Lessee from said premises other than in the regular course of Lessee's trade or business without having first paid all rent due or to become due under the terms of this lease.
Acceleration of Rent	100.	Upon termination or breach of this lease or re-entry upon said premises for any one or more of the causes set forth above, or upon termination of this lease or re-entry of said premises, the rents provided for in this lease for the balance of the original rental term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be and become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Lessor. The Lessee agrees to pay Lessor, or on Lessor's behalf, a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of the Lessee upon the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further secure the prompt payments of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee hereby waives any and all rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.
Default—Attorney Fee and Cost	105.	
Waiver of Exemptions	111.	
Abandonment	113.	In the event the Lessee abandons the leased premises before the expiration of the term, whether voluntarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the privilege at Lessor's option of re-entering and taking possession of said premises and leasing all or any portion of said premises for such term and for such use deemed satisfactory to the Lessor, applying each month the net proceeds obtained from said leasing to the credit of the Lessee herein, up to the amount due under the terms of this lease and the balance to the Lessor and said leasing shall not release the Lessee from liability hereunder for the rents reserved for the residue of the term hereof, but Lessee shall be responsible each month for the difference, if any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference shall be payable to the Lessor on the first day of each month for the residue of the term hereof.
Re-Letting	117.	
Re-Entry, etc., No Bar	121.	No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants on the part of the Lessee herein contained. The receipt of rent after breach or condition broken, or delay on the part of Lessor to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of the Lessor to annul the lease or to re-enter said premises or to re-let the same, or to accelerate the maturity of the rents hereunder.

Non-Waiver  
Eminent  
Domain and  
Condemn-  
ation

213. If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the exercise of any  
214. similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are con-  
215. demned and ordered torn down or removed by lawful authority, then the term of this lease shall cease as of the date possession  
216. shall be taken by the condemning authority, or as of the date improvements are ordered torn down or removed, whichever may  
217. be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be; provided,  
218. however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building  
219. forming a part of the demised premises is reduced by not more than twenty-five percent (25%), the Lessor may elect to con-  
220. tinue the term of this lease and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with  
221. storefront, signs and interior of equal appearance and utility as they had previous to the taking, but there will be prorata re-  
222. duction of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the premises un-  
223. less, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its election to terminate this lease. The  
224. Lessor shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain,  
225. including any part of such award as may be attributable to the unexpired leasehold interest or other rights of the Lessee in the  
226. premises, and the Lessee hereby assigns, and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.

Clean  
Premises  
Upon  
Termina-  
tion, etc.

227. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will promptly remove  
228. from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave the floors, stairs, passage-  
229. ways, elevator and shafts as clean as it is possible to clean them by means of the use of broom and shovel.

Taxes and  
Insurance

230. In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes, special assessments,  
231. or insurance cost levied or assessed on the subject property owned by Lessor should be increased over and above the Real Estate  
232. taxes, special assessments or insurance costs for the first full lease year, then Lessee shall pay to Lessor as additional rent a pro-  
233. rata share of such increased taxes, special assessments, or insurance costs which shall be in the proportion which the total area  
234. of the Leased Premises bears to the total building area owned by the Lessor of which these premises are a part.

Addendum  
Clause

235. This lease consists of \_\_\_\_\_ pages together with an Addendum of \_\_\_\_\_ pages which is attached hereto,  
236. initialed by the parties and incorporated in this lease by reference. In case of conflict between the printed portion of this lease  
237. and the Addendum, the terms of the Addendum shall prevail.

238. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessee, its executor, adminis-  
239. trator, heirs, assigns or successor.

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this

day of \_\_\_\_\_ OCTOBER \_\_\_\_\_, 1992.

Agent

KENNETH L. SCHNEIDER

Witness for Lessor:

*Kenneth L. Schneider* (Lessor)  
KENNETH L. SCHNEIDER

Witness for Lessee:

SENECA AUTO & TRUCK SUPPLY OF  
KY. INC.  
*Kenneth L. Schneider* (L.S.)  
KENNETH L. SCHNEIDER Lessee

*Doris Coxner*

\_\_\_\_\_  
(L. S.)  
Lessee

Commence at the Southeast corner of the SW 1/4 of SE 1/4 of Section 35, Township 20 South, Range 3 West; thence run West along the South line of said 1/4-1/4 Section a distance of 507.80 feet; thence turn an angle of 91 deg. 30 min. to the right and run a distance of 18.94 feet to the point of beginning; thence continue in the same direction a distance of 89.65 feet; thence turn an angle of 2 deg. 04 min. 07 sec. to the left and run a distance of 218.36 feet; thence turn an angle of 89 deg. 25 min. 53 sec. to the left and run a distance of 385.74 feet; thence turn an angle of 74 deg. 27 min. to the left and run a distance of 203.37 feet; thence turn an angle of 18 deg. 07 min. to the left and run a distance of 114.61 feet; thence turn an angle of 89 deg. 49 min. to the left and run a distance of 148.70 feet; thence turn an angle of 3 deg. 09 min. to the right and run a distance of 286.40 feet to the point of beginning. Situated in the SW 1/4 of SE 1/4 of Section 35, Township 20 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama.

Inst # 1992-28171

11/25/1992-28171  
09:33 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MCD 18.00

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