

TERMINATION OF LEASE

STATE OF ALABAMA  
SHELBY COUNTY

WHEREAS, on the 12th day of January, 1991, the attached Lease was entered into by the undersigned John Ella Joseph and J. Anthony Joseph;

WHEREAS, the parties hereto have mutually consented to the termination of said Lease and all the terms and conditions thereof;

NOW, THEREFORE, the said John Ella Joseph and J. Anthony Joseph do hereby agree and do hereby terminate the attached Lease in its entirety and all the conditions therein are hereby declared null and void.

This the 30th day of June, 1997.

Martha B. Ferguson

J. Michelle Bradley  
Witnesses

John Ella Joseph  
John Ella Joseph

J. Anthony Joseph  
J. Anthony Joseph

Inst # 1997-23593

Inst # 1997-23593

07/28/1997-23593  
02:57 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 13.50

222 Joseph Drive  
Columbiana AL  
35051

L E A S E

STATE OF ALABAMA

SHELBY COUNTY

This lease made this the 12<sup>th</sup> day of January, 1991, by and between John Ella Joseph, party of the first part, hereinafter called the Lessor, and J. Anthony Joseph, party of the second part, hereinafter called the Lessee, WITNESSETH:

That the Lessor does hereby rent and lease unto the Lessee the hereinafter described premises for 25 years, or until my death, whichever comes first, beginning the 15th day of January, 1991. Said lease to cover the following described premises:

SW 1/4 of NE 1/4; W 1/2 of NW 1/4 of SE 1/4;  
NE 1/4 of SW 1/4; S 1/2 of SE 1/4 of NW 1/4;  
the South 165 feet and East 100 feet of the  
NW 1/4 of NW 1/4 of SE 1/4;  
all being situated in Section 26, Township 20,  
Range 1 West, Shelby County, Alabama.

And Lessor covenants to keep the Lessee in possession of said premises during said term or any extension thereof.

In Consideration whereof, the Lessee agrees to pay the Lessor as rent in advance the sum of \$1.00 per year, the first payment being due on the 15th day of January, 1991. As further consideration the Lessee agrees to maintain said land in a good condition for pasture land as it now exists, with the understanding he has the right to erect buildings, barns, stables, fences riding trails, etc at his own expense and the same shall become the property of the Lessee and/or his daughter, Ashley Joseph, at my death, provided, the same are located within the following parcels of land, viz:

JED The South 165 feet and East 100 feet of the NW 1/4 of  
SW 1/4 of NW 1/4;  
S 1/2 of SE 1/4 of NW 1/4; NE 1/4 of SW 1/4; South 5 acres of  
W 1/2 of NW 1/4 of SE 1/4; all in Section 26, Township 20,  
Range 1 West, Shelby County, Alabama.

Lessee agrees not to underlease said property nor transfer or assign this lease without the written consent of the Lessor and Lessee agrees to permit no waste of said property, but to take good care of the same.

In the event of the employment of an attorney by the Lessor on account of any violation of any of the conditions of this Lease, by the Lessee, the Lessor agrees that he shall be taxed with said attorneys' fee.

In testimony whereof, we have hereunto set our hands and seals this 12<sup>th</sup> day of January, 1991 in duplicate.

LESSOR

John Ella Joseph  
Walter B. Ferguson

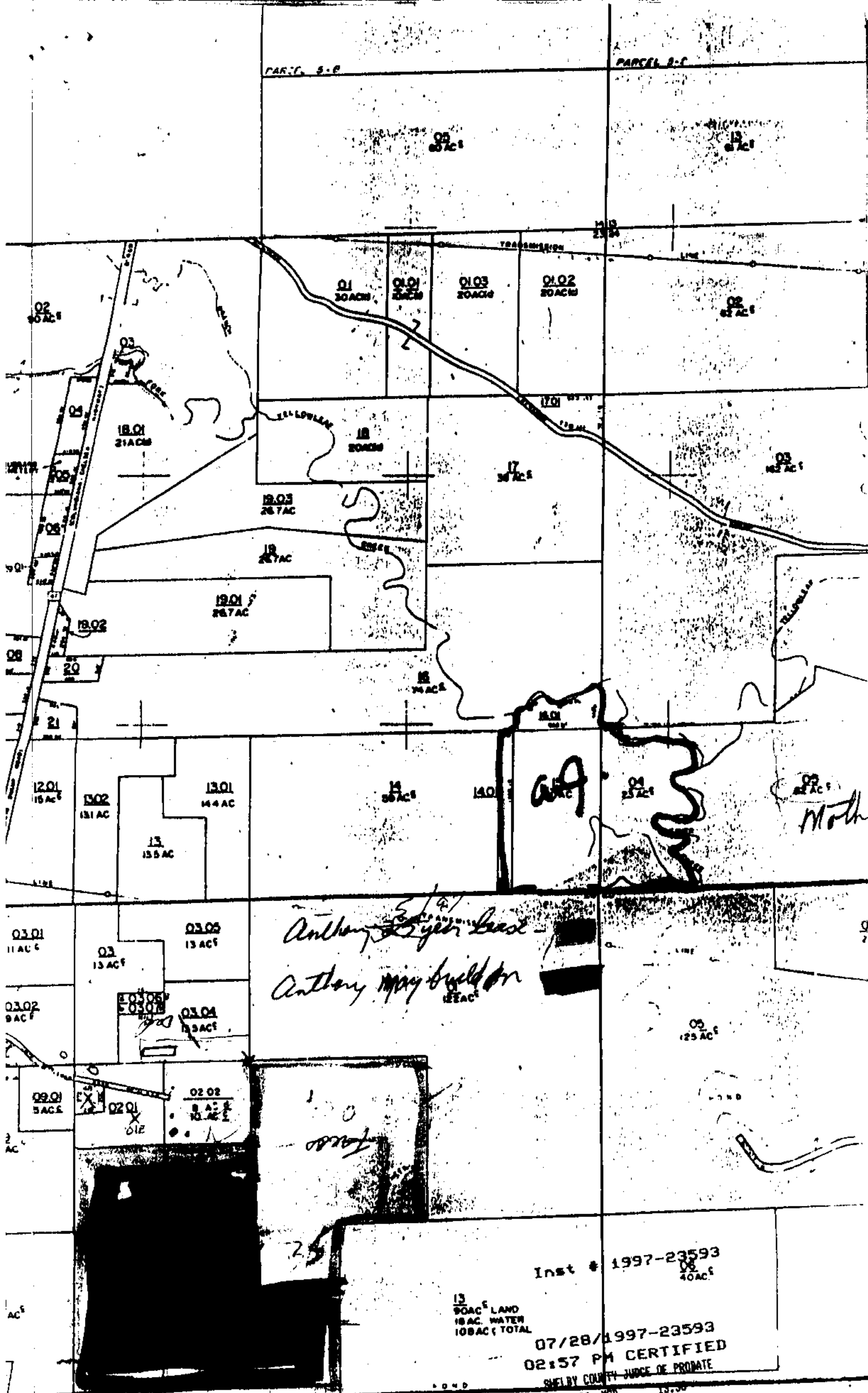
LESSEE

J. Anthony Joseph

WITNESSES

PART 5-C

PARCEL 2-C



*Anthony*  
*Anthony may build on*

Inst # 1997-23593

13  
30 AC LAND  
18 AC WATER  
108 AC TOTAL

07/28/1997-23593  
02:57 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

003 MCD