

LEASE WITH OPTION TO PURCHASE

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS LEASE, made and entered into on this 3rd day of March, 1998

by and between WILLIAM L. RUSSELL and ALICE F. RUSSELL hereinafter referred to as Lessor, and
by DEBORAH HEMBREE hereinafter referred to as Lessee,

WITNESSETH:

1. The Lessor does hereby lease and rent unto the Lessee, and the Lessee does hereby take as
Tenant under said Lease 769 2ND STREET HELENA, ALA. SEE EXHIBIT B FOR LEGAL, situated IN
SHELBY County, Alabama, to be used by the Lessee/TENANT AS a BUSINESS and for no other different objects or
purposes, for and during the term of 36 month(SYR) and 0 days, beginning on the 1ST day
of APRIL, 1998, and ending on the 31ST day of MARCH, 2001, provided,
however, that in no event shall the Lease extend for more than a THREE(3) year term except by mutual written
agreement.

intention to terminate. THE PREMISES SHALL NOT BE USED FOR ANY PURPOSES OTHER THAN A BUSINESS,
NOR SHALL THEY BE USED FOR ANY ILLEGAL OR IMMORAL PURPOSES, NOR SHALL THEY BE ALLOWED TO
BECOME A NUISANCE THROUGH UPKEEP, USE, OR ACTIVITIES. THE VIOLATION OF ANY OF THESE COVENANTS
AND REQUIREMENTS OF THE AGREEMENT BY THE LESSEE(S) SHALL CAUSE THIS AGREEMENT TO BECOME
IMMEDIATELY VOIDABLE AT THE ELECTION OF THE LESSOR(S), AND THE LESSORS SHALL HAVE THE IMMEDIATE
RIGHT TO EVICT THE LESSEE(S) WITHOUT FURTHER NOTICE.

Any Notice provided for herein may be delivered, if by Lessee to Lessor, by mailing the same by
Certified Mail to the office of the Lessor's Agent, or by hand delivery in person, but such delivery must be
acknowledged in writing by Lessor or Lessor's Agent at the time of such delivery; if by Lessor to Lessee,
by serving on Lessee in person or by leaving said Notice at or on the leased premises or by mailing said
Notice to Lessee at the leased premises by ordinary or Certified Mail; and Lessee hereby agrees that any Notice
addressed to him at the above address shall be legal notice the same as if personally served. All Notices hereunder
must be given in writing and Notices not given in writing will be considered void and without effect.

IN CONSIDERATION WHEREOF, the Lessee agrees to pay the Lessor, or said Agent, at the Office
of the Agent, or such other place as may be from time to time designated by the Lessor,
ON THE FIRST DAY OF EACH CALENDAR MONTH OF SAID TERM, IN ADVANCE, AS RENT FOR SAID PREMISES

THE SUM OF EIGHT HUNDRED DOLLARS (\$ 800.00) PER MONTH. Ninety Six Hundred Dollars per
annum.

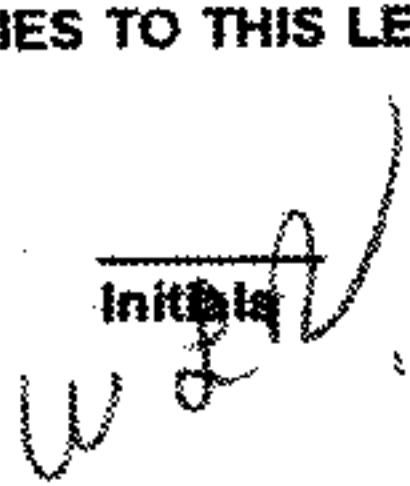
Rent is due and payable on the FIRST day of each month, and delinquent after the 10th. Any rent
received after the 10th will be subject to a late charge of \$50.00 retroactive to the 1st day of that month. A Twenty-five
(\$25.00) Dollar Bookkeeping Fee will be charged for any Check returned for insufficient funds, or otherwise refused by
the bank and the Lessor has the right to demand future payments to be in cash, money order, or cashier's check.

03/05/1998-07658
11:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 26.00

Joel Watson

Inst # 1998-07658

LESSEE (X) IS; () IS NOT REQUIRED TO PAY AS A SECURITY DEPOSIT of \$800.00 AT THE SIGNING OF THIS LEASE. IF REQUIRED, THE TERMS OF THIS AGREEMENT RELATING TO SAID DEPOSIT SHALL BE CONTROLLED BY AN ADDENDUM TO THIS LEASE ENTITLED "SECURITY DEPOSITS" AND SIGNED BY THE PARTIES TO THIS LEASE.


Initials


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1. In the event this lease is terminated under this paragraph the Lessor shall refund to the Lessee at the time the Lessee vacates the leased premises, the unearned portion of the rent so paid in advance on the rental basis herein set forth. Nothing herein contained shall be deemed a waiver of the Lessor of any claim for damages for injury to property prior to the date of termination.

2. Lessee shall pay the expense of replacing all glass broken and shall replace all keys lost or broken, and maintain the premises in such condition as the same are in at the commencement of the term or may be put in during the term, reasonable wear and tear excepted, and Lessee shall permit no waste of the leased premises nor allow the same to be done, but Lessee shall take good care of the same and Lessee is and shall be responsible and liable for any injury or damage done to the leased premises, or the building in which the same are located, by the Lessee, his employees, or any occupant of, or other persons whom Lessee permits to be in or about the leased premises. Lessee shall not attach any article of permanent character or sign containing writing or printing to any window, floor, ceiling, door or wall without the written consent of the Lessor. Lessee shall on the termination of this lease surrender to Lessor the quiet and peaceable possession of the premises in like good order as at the commencement of the term, natural wear and tear excepted, and shall not remove any item which has been affixed to the premises, so as to damage the premises.

3. LESSOR GRANTS LESSEE AND EXCLUSIVE OPTION TO PURCHASE SEE EXHIBIT A ATTACHED HEREWITH.

Lessor acknowledges receipt of \$ 800.00 from Lessee as a CLEANING, REPAIR AND REPLACEMENT CHARGE. IT IS EXPRESSLY UNDERSTOOD BY THE LESSEE THAT THIS IS TO BE CONSTRUED ONLY AS A CLEANING AND DAMAGE DEPOSIT, AND NOT AS A PORTION OF ANY MONTH'S RENT. IN THE EVENT THE TENANT IS REQUIRED TO PAY THE LAST MONTH'S RENT AS AN ADDITIONAL DEPOSIT, PRIOR TO THE LESSOR'S ACCEPTANCE OF THIS LEASE, SUCH PAYMENTS WILL BE ACKNOWLEDGED IN PARAGRAPH 1 ABOVE. It is understood and agreed that said sum of money may be held on a non interest bearing basis and if any refund is due it will not include interest. This sum of money shall be refunded to the Lessee if all of the following terms and conditions are met:

A. This Lease is terminated at the end of the initial term, or any renewal term, and Lessee is not in default; no refund will be made if this lease is terminated or if the premises are sublet or re-let other than on a renewal or anniversary date of this lease agreement, nor shall such sum be applied to any sublease fee, or other fees due to the Lessor or his agent, nor to any rent due hereunder.

B. Lessee voluntarily surrenders possession and all keys to Lessor.

C. Inspection after surrender of possession by Lessor or his agent reveals to the sole satisfaction of Lessor or his agent that the premises are clean and free of damage. Lessor or his agent, in his sole discretion and without further notice to Lessee, may elect not to refund any sum, in which event said sum shall be considered as additional rent. Nothing herein shall be deemed to limit the liability of Lessee for damage to the premises or cleaning, repair and replacement charge, and such charge shall not be considered as liquidated damages. If any portion of said deposit is not refunded, Lessor will give Lessee a written statement of said non-refunded amount and/or said refund within 45 days after vacancy if provided with a forwarding address by the Lessee.


Initials


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4. Lessee has examined the premises, is satisfied with the physical condition and his taking possession is conclusive evidence of receipt of them in good order and repair, except as otherwise specified, and he agrees that no representation as to condition or repair has been made except as is contained in the lease and he agrees that no promise to decorate, alter, or improve the premises has been made except such as is contained in the lease.

Any written agreement to decorate, alter, repair or improve the premises shall not carry forward and be made a part of any extensions or renewals of this lease.

5. Lessee shall not have the power to sublet the premises or any part thereof, or to transfer or assign this lease without the express written consent of Lessor, nor shall he offer any portion of the premises for a sublease by placing on the same any "for rent", "furnished room", "rooms to rent", or similar sign or notice or by advertising the same in any newspaper or place or manner whatsoever without the express written consent of the Lessor. NO PERSONS OTHER THAN THOSE SIGNING THE LEASE, AND/OR THOSE LISTED ON THE LEASE APPLICATION ARE TO MOVE INTO OR OTHERWISE RESIDE ON THE PREMISES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE LESSOR..

6. In the event the Lessee vacates or 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 reentering and taking possession of the leased premises and let same as agent of Lessee and apply the proceeds received from such letting towards the payment of the rent and/or other charges due by Lessee under this lease, and such re-entry and re-letting shall not discharge Lessee from liability or rent, nor from any other obligation of Lessee under the terms hereof, or at the option of the Lessor the rent for the entire term shall at once become due and payable and Lessor may proceed to collect the rent for the entire term as if by the terms of this lease the entire rent for the entire term should be made payable in advance, or Lessor may at his option re-enter the leased premises and upon giving 24 hours written notice to the Lessee annul and terminate this lease. Such re-entry shall not bar the right recovery of rent or damages for breach of covenants nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture. And in order to entitle Lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid or of other conditions broken or to make demand for rent, the execution of this lease signed by the parties hereto being sufficient notice of the rent being due and demand for same, and it shall be so construed, any law, usage or custom to the contrary notwithstanding.

7. In the event the leased premises are totally destroyed by fire, rain, wind or other cause beyond the control of Lessee, or are condemned and ordered torn down by the properly constituted authorities of the State, County, City, or other authority, then in either of these events the lease shall cease and terminate as of the date of such destruction or condemnation. The rental shall then be accounted for between the Lessor and Lessee up to the time of such damage, taking or destruction of said premises, the Lessee paying up to said date and the Lessor refunding the rents collected beyond said date.

If the leased premises are damaged by fire, rain or wind beyond the control of Lessee, so as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let, and are repairable within a reasonable time, then in that event this Lease shall remain in full force and effect, and the Lessor shall within a reasonable time restore the said premises to substantially the condition the same were in prior to said damages, and there shall be an abatement in rent in the proportion that the damaged premises bears to the whole of said leased premises.

If the whole or any part of the demised premises shall be taken by Federal, State, County, City, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said premises, or any part thereof, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages thereof except that the rent shall be adjusted as of the date of such termination of the Lease.

8. The Lessor shall in no event be liable for damages for stoppage of elevators or heat or electricity or water or for the machinery of appliances pertaining to the building breaking or getting out of order, or being out of repair. The Lessor or Lessor's Agents or Employees shall, in no event be liable for injury to any person or property caused by an defect in the heating, gas, electrical, water or elevator apparatus. The Lessor (including Lessor's Agents or employees) shall in no event be liable to any person for any damages of any nature which may occur at any time on account of any defect in said building, premises, improvements thereon, or appurtenances thereto, whether such exists at the date of this Lease or arises subsequently thereto, or whether such defect was known or unknown at the time of such injury or damage, or for damages from wind, rain or other cause whatsoever, all claims for such injury damage being hereby expressly waived by Lessee. Should any of the electrical, water, plumbing, heating, or other equipment belonging to the premises become unserviceable, the Lessor shall have a reasonable time after notification in writing to determine the responsibility and in the event the Lessee, is not liable for repairs, and/or replacement then to have the same repaired within a reasonable time without any liability however, to the Lessee for damage or inconvenience.

9. Lessor in person or by agent shall have the right at all reasonable times to enter the leased premises and inspect the same and to show the same to prospective tenants or purchasers. He shall also have the right to display "For Rent" signs on said building or premises and to advertise the same for lease, and may at any time remove placards, signs, fixtures, alterations, or additions not in conformity with this lease, or with the rules and regulations now or hereafter adopted and may make such repairs and alterations as may be deemed by Lessor necessary to the preservation of the leased premises or the building.

10. All personal property placed in the leased premises, or in the store rooms or in any other portion of said building or any place appurtenant thereto, shall be at the risk of Lessee, or the parties owning same, and Lessor and Lessor's Agents or Employees shall in no event be liable for the loss of or damages to such property or for any act or negligence of any employer or of any co-tenants or servants of tenants or occupants or of any other person whomsoever in or about the building.

11. If Lessee or a sub-tenant shall remain or continue to be in possession of the leased premises or any part thereof after the termination of this lease, Lessor shall, at his option, have the right to charge Lessee as liquidated damages for the time such possession is withheld a sum equal to twice the amount of rent, or to treat such holding over as a renewal by Lessee of the lease for another year, upon the same terms and conditions, except that the monthly rental shall be at the election of the Lessor the same rental price per month as set forth in this lease agreement, or in the event the Lessor has notified the Lessee in writing of an increase in the monthly rental, then the monthly rental under this hold-over shall be at the increased rental set forth, in said notice, and in the event Lessor elects to treat such holding over as a renewal of this lease each and all of the other terms of this lease shall be and remain in full force and effect for the renewal terms.

12. The Lessee will pay a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents or other charges 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, effect or personal property of the Lessee upon 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 payment 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 does hereby waive any and all rights to claim personal property as exempt from levy and sale, under the laws of any state or the United States.

13. If this lease is terminated by the Lessor for any reason, including non-payment of rent, and the Lessee pays the rent, attorneys' fee 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.

14. As a part of the consideration hereof, the Lessee hereby covenants and agrees to hold the Lessor, the Lessor's Rental Agents and the Servants and Employees of either, free and harmless from any and all liability for claims for damages, or other claims for personal injury, or death, sustained by Lessee, or sustained by any other person, while on the leased premises or adjacent thereto during the terms of this lease as the result of negligence, or other conduct, of the Lessor, or of the Lessor's Servants, Agents or Employees.

15. Neither the Lessor nor his agent warrants or represents that the premises herein described conform to the requirements of any regulation or laws, and it is distinctly understood and agreed that the Lessor at his option may void this lease in the event that any city, county or municipality demands any repairs or improvements other than those set forth in this lease.

16. The Lessee will pay all sewer service charges, utilities including electricity, water, and gas, garbage collection fees, occupancy taxes and any and all other municipal license fees or charges which may hereinafter be imposed by the county or municipality wherein the said leased premises is located. Said sewer service charges, garbage collection fees, occupancy taxes, and any and other municipal license fees or charges shall be paid by the Lessee as soon as such charges become due. IN the event the tenant fails to pay such sewer service charges, garbage collection fees, occupancy taxes and such other municipal charges as may hereafter affect said lease premises, as soon as they become due, the Lessor may at the option of Lessor, pay such sewer services charges, garbage collection fees, occupancy taxes and such other municipal charges and any such items so paid by Lessor shall bear interest from date of payment by Lessor to date of repayment by Lessee at 8% per annum, and same shall become a part of the rent due under the lease and in addition to the regular rental charge. Any failure of the tenant to pay the assessment or to repay the Landlord such sewer services charges, garbage collection fees, occupancy taxes and such other municipal charges and fees as may be hereinafter imposed against the leased premises shall be a default in the payment of the rent provided for in this lease.

In Testimony Whereof, The parties hereto have hereunto set their signatures and seals, the day and year first above written.

WITNESSES:

Joe White
Joe White

Willie L. Reese (L.S.)

Annie F. Reese (L.S.)

Deborah Hemmree
(Tenant Sign Here)

Tenant

ADDENDUM TO LEASE CREATING OPTION TO PURCHASE
EXHIBIT A

LESSOR: WILLIAM L. RUSSELL AND WIFE ALICE F. RUSSELL (OPTIONOR)
LESSEE: DEBORAH HEMBREE (OPTIONEE)
PROPERTY 769 2ND STREET HELENA, ALABAMA 35080 (See exhibit B for legal description)

As a part of this Lease between the parties dated March 3, 1998, and subject to all the terms and conditions thereof, the Lessor(s) do hereby give and grant unto the Lessee the Option and privilege of purchasing the leased premises for the full purchase price of Eighty Thousand Dollars (\$80,000 with 30% credit toward purchase price for rent monies paid).

The Lessee shall have the right to exercise this option of purchase at any time before the expiration of the term of the Lease Agreement referred to herein subject however, to the following terms and conditions:

That the Lessee has not breached any of the terms of the lease agreement.

-That the Lessee shall give written notice to the Lessor of his desire to exercise this Option to Purchase prior to the expiration of the Lease term.

--Lessee agrees that in the event of his exercising this Option, each party will pay their own normal closing costs and the Lessee will accept from the Lessor a General Warranty Deed, title insurance, and survey, sufficient to pass the full fee simple title to the property described in the Lease referred to herein.

--Lessor agrees that in the event the Lessee decides to exercise his option to Purchase, that Lessor will execute and deliver to the Lessee a General Warranty Deed, title insurance and survey sufficient to pass full fee simple title to the property to the Lessee upon payment to the Lessor of the full consideration above stated.

IN WITNESS WHEREOF, LESSOR AND LESSEE have hereunto set their hands and seals this the 3rd day of March, 1998.

[Signature]
WITNESS

[Signature]
WITNESS

[Signature]
LESSOR
[Signature]
LESSEE
William L. Russell

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, the undersigned Notary Public, personally appeared William L. Russell and wife, Alice F. Russell, who, being known to me, and who, being first duly sworn, did state that they signed the foregoing conveyance freely and voluntarily, knowing the contents thereof on the date same bears date.

Sworn to and subscribed before me this 3rd day of March, 1998.

Jane C. Wilson
Notary Public

Russell to Hembree Lease With Option to Purchase

EXHIBIT B

A part of Lot Numbers 2, 3 and 4, in Block 5, according to Joseph Squire's Map of Town of Helena, described as follows: Commencing at the SE corner of said Block 5, and run North along West edge of Second Street, a distance of 161.7 feet to the NE corner of Lot 2 in Block 5; thence Westerly in a direction along the North line of Lot in Block 5, a distance of 185 feet to the East side of a branch; thence in a Southerly direction 182 feet to a point on the North side of Second Avenue, which point is 110 feet West of the SE corner of Block 5; thence East along North side of Second Avenue a distance of 110 feet to point of beginning; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Inst # 1998-07658

03/05/1998-07658
11:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOB MCD 26.00