

STATE OF ALABAMA
SHELBY COUNTY

LEASE AGREEMENT

THIS LEASE this 17th day of April, 1998 by and between Terry Kemp, a single man, hereinafter referred to as "Lessor", and James Daniel Alverson, hereinafter referred to as "Lessee",

WITNESSETH:

That Lessor does hereby rent and lease unto Lessee the hereinafter described premises beginning April 17, 1998:

Commence at the Northwest corner of Section 25, Township 24 North, Range 15 East, Shelby County, Alabama and run thence Easterly along the North line of said section a distance of 281.40 feet to a concrete monument corner and the point of beginning of the property being described; thence turn 43 degrees 43 minutes 08 seconds right and run Southeasterly along the water line of Lay Lake 50.0 feet to a rebar corner; thence turn 72 degrees 02 minutes 10 seconds left and run 617.08 feet to a steel rebar corner; thence turn 106 degrees 43 minutes 56 seconds left and run 24.00 feet to a steel rebar corner; thence turn 71 degrees 01 minutes 04 seconds left and run 626.07 feet to the point of beginning, containing 0.50 acre more or less.

Subject to taxes for 1998 and subsequent years, easements, restrictions, rights of way, and permits of record.

for use and occupation by Lessee for use as an addition to adjacent property currently owned by the lessee and for no other or different use or purpose.

This Lease Agreement is made upon the following terms, conditions, and covenants, and for the consideration as set forth herein.

1. The term of this Lease shall be for 99 years or until terminated, as hereinafter provided, beginning on the 17th day of April, 1998. Right to terminate this lease shall lie exclusively in the Lessee. The rental payments which the Lessee agrees to pay to Lessor shall be the sum of \$5000.00 payable in advance, on April 17, 1998.

2. Lessee may sublease said property or transfer or assign this Lease without written consent of Lessor and Lessee agrees to permit no waste of said property, but to take good care of same, keep said property in a state of reasonable cleanliness and good condition during the term of this Lease, and when this Lease is terminated to surrender quiet and peaceable possession of said premises, natural wear and tear excepted.

3. Ad valorem taxes shall be paid by the Lessor during the term of the lease.

4. Lessor shall in no way be liable or responsible for any defects or dangerous conditions which may exist on the leased premises, whether known or unknown, which may now exist or which may hereafter exist, and Lessor shall not be responsible for any accidents which may occur on said leased premises.

5. Lessee will be responsible for the payment of all utility costs relative to their use of the leased premises, including electric power and including gas fuel which is used on the leased premises.

6. Lessee leases said premises with any installations thereon and therein "as is" and assumes full responsibility for Lessee and Lessee's family and guests for the use and occupancy of said premises as against all of which the Lessee does hereby release, quit claim and forever hold the Lessor harmless from any claim Lessee or Lessee's family or guests or any person occupying the same by and through Lessee as against the Lessor. Lessor shall not be responsible for keeping or maintaining any of the leased premises in good state of repair.

7. A violation of any part of this Lease Agreement is a default and is grounds for cancellation of said Lease Agreement by Lessee only.

8. In the event of the employment of an attorney by Lessor on account of violation of any of the conditions of this Lease by Lessee, the Lessee agrees that Lessee shall be taxed with said attorney's fee. And as a part of the consideration of this Lease and for the purpose of securing to Lessor prompt payment of said rents as herein stipulated or any damage that the Lessor may suffer, either by failure to surrender quiet and peaceable possession of said premises, as aforesaid, or for any damage whatever which may be awarded said Lessor under this contract, Lessee hereby waives all rights which Lessee may have under the constitution and laws of the State of Alabama to have any of the personal property of the Lessee exempt from levy or sale or other legal process.

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9. Lessor grants to Lessee an exclusive option to purchase above described property for an additional \$4,000.00, at such time as Lessor can provide sufficient marketable title at any time during the term of this lease. This option shall constitute a right of first refusal as to the purchase of the property; however the agreed upon \$4,000.00 is not negotiable.

10. Lessor reserves the right to a turnaround, approximately 20 feet X 10 feet, as long as Lessor owns adjacent property, but easement terminates upon sale of adjacent property.

11. Lessor further reserves an easement for the encroachment of the patio of the existing house onto above described lands.

IN WITNESS WHEREOF, we the undersigned have hereunto set our hands and seals on the date above designated.

James L. Hason
Witness
James L. Hason
Witness

Terry Kemp
Terry Kemp
James Daniel Alverson
James Daniel Alverson

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Terry Kemp and James Daniel Alverson, whose names are signed to the foregoing conveyance, and who are 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 date.

Given under my hand and official seal, this 18th day of April, 1998.

James L. Hason
Notary Public

My commission expires:

Inst # 1998-14110

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