

REAL ESTATE LEASE

Amount of prepaid
lease is approx \$50,000
for 61 years

This Lease Agreement (this "Lease") is made effective as of 8/21/00, by and between Margaret L. Hartley Brown ("Landlord"), and Kimberly R. Brown ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Kimberly R. Brown (the "Premises") located at 999 Mimosa Road, Leeds, Alabama 35094.

TERM. The lease term will begin on October 02, 1989 and will terminate on September 02, 2050.

LEASE PAYMENTS. Landlord waives monthly installments in lieu of advanced money provided by Tenant to rebuild and help furnish the existing home lived in by Landlord and for the right to remain in the home until Landlord's death; at which time the Tenant shall have absolute rights to the property, as though it was owned by Tenant until the last date of the lease. When the lease expires, it is the will of the Landlord that an extension on the lease be given for another 20 years to be exercised by Tenant's grandchildren and/or step grandchildren.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing, or herein stated. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit, if she so desires and may allow Landlord's daughter, Agnes Jones to occupy the premises. Tenant shall not be required to notify Landlord of any anticipated extended absence from the Premises. Landlord shall have absolute right to the premises and to dwell in the home located on the property until Landlord's death. The Tenant shall have all rights and benefits to the property; and have the right to sub let, to construct new or additional houses or building on the property, add to the property, improve, tear down existing buildings and construction, place mobile home on property, and all benefits, as though tenant were the owner; so long as tenant complies to all zoning laws and obtains legal permits for such action.

PETS. Tenant is permitted to have pets without the prior written consent of Landlord.

PROPERTY INSURANCE. Tenant shall be responsible to maintain appropriate insurance in the Premises and property located on the Premises in the event that the Landlord does not, or cannot.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary unless she cannot do so, in which case the

Tenant shall be responsible.

UTILITIES AND SERVICES. Landlord shall be responsible for any payment of utilities she chooses to pay in connection with the Premises and Tenant shall be responsible for any not paid for by landlord.

TAXES. Landlord shall pay all real estate taxes which may be levied against the Premises; however, if landlord cannot or does not pay the taxes, the Tenant shall.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon sixty (60) days' written notice to Tenant that the Premises have been sold. However, if Premises are not sold at the time of Landlord's death, by the Landlord and only by the Landlord, this lease shall remain in effect for the term herein stated and under the conditions stated herein. Furthermore, because of the expense incurred by the Tenant in refurbishing the home located on the Premises, and other cost incurred by the Tenant, this lease shall also, constitute a lien against the property only to be satisfied under the terms and conditions herein stated; or for a sum of money paid by the heirs of the Landlord in the amount of \$350,000 (this is about what the principal and interest would be worth at present value). Otherwise, no heir or any person(s) shall make any claim to the property until the terms of this Lease Agreement are fulfilled; nor shall they have any rights to the property, and shall be obligated and subject to the terms and conditions herein stated. Also, the lien so above stated will be in effect, if such sale were to occur.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Landlord, in its sole discretion may elect to repair the Premises or allow the Tenant to make said repairs.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease terms and conditions are fair and reasonable.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are exclusive.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease. Tenant shall enjoy all rights and benefits of the property as though Tenant owned the premises.

ACCESS BY LANDLORD TO PREMISES. As stated herein.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

MECHANICS LIENS. As herein stated

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may assign or sublease any interest in the Premises, assign, mortgage or pledge this Lease, without the prior written consent of Landlord.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

Margaret L. Hartley Brown
999 Mimosa Road
Leeds, AL 35094

TENANT:

Kimberly R. Brown
4759 Rocky Point Road
Cookeville, TN 38506

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alabama.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

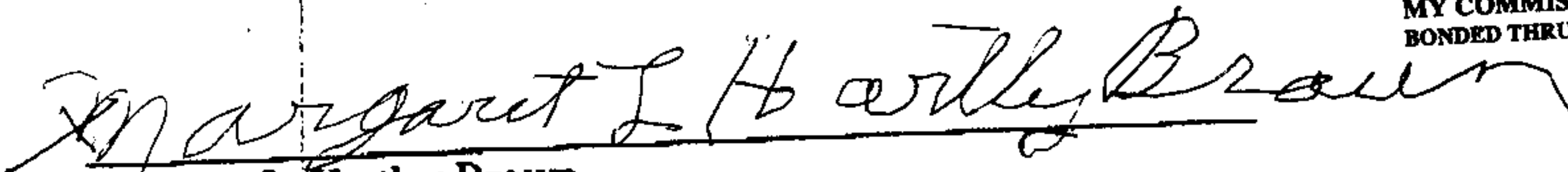
SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict

compliance with every provision of this Lease.

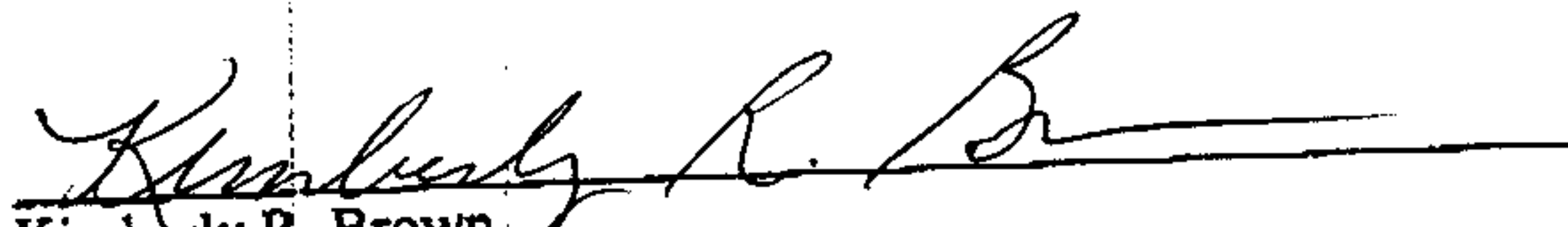
BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:


Margaret L. Hartley Brown


NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: June 28, 2002
BONDED THRU NOTARY PUBLIC UNDERWRITERS

TENANT:


Kimberly R. Brown

October 27 2000

Amendment to lease
with Kimberly R. Brown
and to my will

Being of sound mind, I, Margaret L. Brown do hereby make this amendment to the lease I have with Kimberly R. Brown and to any will, written and/or oral that exist.

I will that all my personal assets and items including, but not limited to my furniture, furnishing, photo albums, and personal items be divided by my son, Kenneth Brown among my grandchildren, great grandchildren, and children as he determines fair and just. No one is to take anything without his permission and approval.

This is to be done upon my death and
not before

Margaret L. Brown

Margaret L. Brown

09/06/2001-38490
11:03 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MSB 36.50

Inst # 2001-38490