

THIS INSTRUMENT WAS PREPARED BY:

MIKE T. ATCHISON, ATTORNEY P.O. BOX 822 COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA SHELBY COUNTY

LEASE AGREEMENT

WITNESS THIS LEASE made this And day of March, 2004, by and between TYRUS R. SOCKWELL, JR. and wife, CAROLYN SOCKWELL, hereinafter referred to as "Lessee":

WITNESS, that the Lessor does hereby rent and lease unto Lessee the real property hereinafter described, situated in Shelby County, Alabama, to-wit:

Commence at the Northeast corner of Section 29, Township 19 South, Range 1 East; thence run South along the East line of said Section 29 a distance of 1512.92 feet; thence run an angle of 130 degrees 10 minutes 19 seconds to the right and run a distance of 518.84 feet to the point of beginning; thence continue in the same direction a distance of 210.00 feet to the Southeast right of way of Shelby County Highway No. 51; thence turn an angle of 83 degrees 16 minutes 41 seconds to the right and run along said highway right of way a distance of 210.00 feet; thence turn an angle of 96 degrees 43 minutes 19 seconds to the right and run a distance of 210.00 feet; thence turn an angle of 83 degrees 16 minutes 41 seconds to the right and run a distance of 210.00 feet to the point of beginning. Situated in the NE 1/4 of the NE 1/4, Section 29, Township 19 South, Range 1 East, Shelby County, Alabama.

Said property is the property where the trailer of the lessee is located, whether correctly described or not.

The above said property is leased unto Lessee for occupation by Lessee as a _______ and not otherwise.

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 year to year or until terminated, as hereinafter provided, beginning on the day of March, 2004. The rental payment which the Lessee agrees to pay to Lessor shall be the sum of \$200.00 per month payable in advance, on 1572 of each successive months while this Lease remains in effect. The land have the sum of \$100.00 per months while this Lease remains in effect.
- 2. This Lease may be terminated at any time hereafter, by agreement of Lessor and Lessee, by mutual agreement.
- 3. Lessee agrees to not to sublease said property nor transfer or assign this Lease without written consent of Lessor and Lessee agrees to permit no waste of said property, but to take good case 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.
- 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 utilities 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 of 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. Lessee acknowledges that there in an existing driveway which crosses caption lands and leads to property owned by the Lessee adjoining caption lands. Lessee further acknowledges that he has no adverse possession rights to said driveway or caption lands, nor will any adverse possession rights to said driveway or caption lands be established by the execution of this lease and the occupation of caption lands by Lessee.
- 8. A violation of any part of this Lease Agreement is a default and is grounds for cancellation of said Lease Agreement.
- 9. 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 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.

IN TESTIMONY WHEREOF, we have hereunto set our hands in duplicate on this

the date first given above.

Witness'

Witness

STATE OF ALABAMA SHELBY COUNTY

Mike Masters - Lessee

Tytus R. Sockwell, Jr. - Lessor

Carolyn Sockwell - Lessor

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that MIKE MASTERS, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this /)/

day_of_March, 2004.

Notary Public

Notary Public V

STATE OF ALABAMA SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that TYRUS R. SOCKWELL, JR. and wife, CAROLYN SOCKWELL, 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

My commission expires: 16-1604