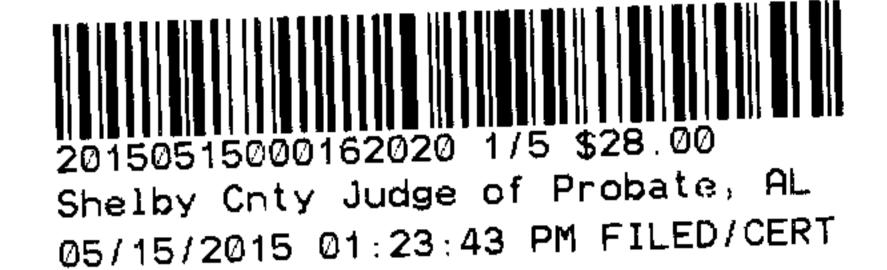
Shelby County, AL 05/15/2015 State of Alabama Deed Tax:\$2.00

This instrument was prepared by:

Thomas M. McElroy, II, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2618



MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is entered into as of April 1, 2015 (the "Effective Date"), by and between CHARLES PHILLIP MCWANE, an individual resident of the State of Alabama ("Landlord"), and LAURA MCWANE, an individual resident of the State of Alabama ("Tenant").

Recitals

Landlord and Tenant have entered into that certain Ground Lease dated as of the Effective Date (the "Lease"), pursuant to which Landlord has agreed to lease, demise and let to Tenant the leased premises described in <u>Exhibit A</u> hereto. Landlord and Tenant are recording this Memorandum in lieu of recording the Lease pursuant to the authority of Section 35-4-51.1, CODE OF ALABAMA 1975, as amended.

<u>Agreement</u>

NOW, THEREFORE, in consideration of the foregoing recitals and to induce Landlord and Tenant to enter into the Lease, and for other good and valuable consideration in hand paid to Landlord and Tenant, the receipt and sufficiency of which is hereby acknowledged by each of them, Landlord and Tenant hereby agree as follows:

- 1. Names of Landlord and Tenant. The name of the Landlord of the Lease is Charles Phillip McWane, an individual resident of the State of Alabama. The name of the Tenant of the Lease is Laura McWane, an individual resident of the State of Alabama.
- 2. <u>Initial Term of the Lease</u>. The Lease is for an initial term of ninety-nine (99) years, commencing on the Effective Date.
- 3. <u>Description of Leased Premises</u>. A specific description of the leased premises leased by Tenant from Landlord under the Lease is attached hereto as <u>Exhibit A</u>.
- 4. <u>Mortgages by Tenant</u>. Tenant shall not mortgage, pledge, hypothecate, grant a security interest in or otherwise encumber the leased premises or Tenant's leasehold interest in the leased premises without first obtaining the prior written consent of Landlord.

- 5. <u>Memorandum</u>. This Memorandum is executed for the purpose of giving notice of the existence of the Lease. The Lease is deemed to be a material part hereof as though set forth at length herein. The Lease contains other provisions for the benefit of Landlord and Tenant, which provisions are incorporated herein by this reference. If a conflict between the provisions of the Lease and this Memorandum shall occur, the provisions of the Lease shall govern.
- 6. <u>Counterparts</u>. This Memorandum may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

(signature pages to follow)

20150515000162020 2/5 \$28.00 20150515000162020 0 2/5 \$28.00 Shelby Cnty Judge of Probate; AL 05/15/2015 01:23:43 PM FILED/CERT IN WITNESS WHEREOF, each of Landlord and Tenant has caused this Memorandum to be executed in its names and on its behalf by its officers thereunto duly authorized as of the date first set forth above and to be recorded in the office of the Judge of Probate of the county in which the leased premises are situated.

LANDLORD:

CHARLES PHILLIP MCWANE

THE STATE O	FALABAMA	
COUNTY OF _	Blownt	. <u></u>

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

Given under my hand this the ______ day of ______, 2015.

Notary Public

Print Name Singer

My Commission Expires June 25, 2017

My commission expires:

[Notary Seal]



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TENANT:

LAURA MCWANE

THE STATE OF ALABAMA COUNTY OF Blow14

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

Given under my hand this the ______ day of May, 2015.

Notary Public
Print Name Ginger L. Canterbury

My Commission Expires June 25, 20 m

My commission expires:

[Notary Seal]



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Shelby Cnty Judge of Probate, AL 05/15/2015 01:23:43 PM FILED/CERT

EXHIBIT A

(Specific Description of Leased Premises)

Address:

396 Moore Drive, Chelsea, Alabama 35051

Tax Parcel:

Portion of 15-4-19-0-000-004.000 (Shelby County, Alabama)

Property:

A parcel of land situated in the Southeast Quarter of Section 19, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 1" solid bar locally excepted to be the Northeast comer of said Southeast Quarter; thence run South 89 degrees, 17 minutes, 15 seconds West along the North line of said Southeast quarter Section for a distance of 2,667.99 feet to a #3 rebar found at the Point of Beginning; thence run North 89 degrees, 17 minutes, 15 seconds East for a distance of 1,634.64 feet to a point; thence run South 17 degrees, 36 minutes, 08 seconds West for a distance of 1,246.37 feet to a point; thence run North 63 degrees, 28 minutes, 43 seconds West for a distance of 1,405.99 feet to a point on the West line of said Southeast quarter Section; thence run North 00 degrees, 02 minutes, 43 seconds East along the West line of said Southeast quarter Section for a distance of 539.86 feet to the Point of Beginning; said parcel containing 30.000 acres, more or less.

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