

STATE OF ALABAMA

COUNTY OF DEKALB

AGREEMENT

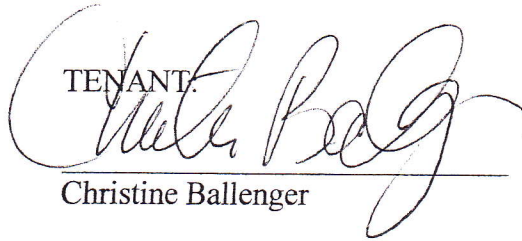
The Agreement is hereby entered by and between the Estate Collette Kerby, Deceased (“Landlord”) and Christine Ballenger (“Tenant”). The parties agree as follows:

1. Landlord leases and let unto Tenant the commercial building and real property located at 6080 Highway 117, Mentone, AL 35984 for a term of three years commencing August 15, 2013 and ending August 14, 2016. Monthly rent during the term shall be the sum of \$1,400.00 due on 15th day of each month of the term, commencing August 15, 2013.

2. The terms and conditions of this Agreement shall be the same terms and conditions of the Restaurant Lease dated June 29, 2010 (attached hereto as Exhibit “A”) except for: a) Michael Goss shall have no rights as a tenant; b) no additional lump sums shall be due from Tenant; c) there will be no CPI Index adjustment to the rent and amount of monthly rent shall remain constant throughout the term; d) Tenant shall have no right to purchase the property; and e) the changes as set forth in paragraph 1 above.

3. This Agreement shall be subject to the remainder of the terms and conditions of the Restaurant Lease and the same shall bind the parties throughout the term hereof.

In Witness Whereof, the parties have affixed their respective names and seals to be subscribed on this 13 day of August, 2013.

TENANT.

Christine Ballenger

STATE OF ALABAMA

COUNTY OF DEKALB

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

Given under my hand and seal, this the 16th day of ~~August~~ ^{September}, 2013.

Commission Expires: 11-13-2016


NOTARY PUBLIC

RESTAURANT LEASE

This lease agreement made and entered into by and between Collette Kerby, Landlord, and Christine Ballenger and Michael Goss, Tenant, upon the terms and conditions hereinafter set forth.

WITNESSETH:

The Landlord rents and lets unto the Tenant and the Tenant takes and leases from the Landlord the property located at 6080 Hwy #117, Mentone, AL 35984, known as Log Cabin Restaurant and Deli, together with all improvements, fixtures, and attachments located thereon.

I. TERM

The terms of this lease shall be for a period of three (3) years .

The term shall commence on **July 26, 2010**, and shall end at midnight on **August 14, 2013**.

II. RENT

As rent the Tenant shall pay to the Landlord in advance monthly rental in the amount of **\$1200.00**, beginning August 15, 2010 and on the 15th day of each month thereafter for the term of this lease. Rent from date of possession to commencement of lease shall be \$600.00 to be paid on August 15, 2010. In addition the Tenants shall pay to the Landlord \$20,000 to be paid in one payment of \$10,000 due on or before July 26, 2010, the date of Tenants possession and one payment of \$10,000 due September 15, 2010, in exchange for rights to the name "Log Cabin Restaurant and Deli" together with all rights and benefits from said name. A late charge of \$25/day shall be due on any payment under this lease.

During the second and third years of this lease the monthly rental payment shall be adjusted according to the CPI published by the US Government but in no event shall the increase exceed 10% in any one year.

III. CONDITIONS

The leased premises shall be used as a restaurant. The Tenant shall be responsible for maintaining the premises in a manner consistent with good business and health practices, and shall be responsible for compliance with all health and inspection laws of the State, County and Municipality.

IV. REPAIRS AND MAINTENANCE

Tenants shall be responsible for all repairs, maintenance and improvements together with all licenses and permits required for the business. Any repairs or modification which require structural changes to the premises must be approved in writing by Landlord. Equipment and fixtures installed by the Tenant shall be the property of the Tenant at the expiration of this lease provided any damage to the property caused by their removal is repaired by the Tenant.

Any equipment removed by the Tenant shall be reserved for the Landlord.

V. INSURANCE

The Landlord has casualty and liability insurance through Alfa Insurance. The Tenant and Landlord shall split the cost of this insurance for the first year of this lease. Thereafter the Tenant shall be responsible for payment of the full annual premium. However, the Tenant may change insurance companies so long as the coverage for casualty and liability remain the same and Landlord is named as an additional insured.

VI. RIGHT TO PURCHASE

During the term of this lease the Tenants shall have the option to purchase the premise for the full purchase price of \$425,000 with credit to be given for 35% of all monthly lease payments made. Tenants shall be responsible for all closing costs. Tenants shall give the Landlord 60 day's written notice of their intent to purchase.

VII. DEFAULT

Default by the Tenant shall be defined as a failure to pay the rent as set forth herein within 30 days of its due date; the filing of any voluntary or involuntary petition for protection from any creditors of any kind, or the failure to cure any violation of the terms of this lease within 30 days after receipt of written notice of such violation. Failure to receive adequate inspection reports from the appropriate health authorities for continued operation of the business.

In the event of a default as defined herein the Landlord shall be entitled to reenter and to take possession of the leased premises and Tenants shall immediately surrender possession and vacate the premises. Landlord shall take all reasonable steps to mitigate her damages.


VIII. ATTORNEYS FEES.

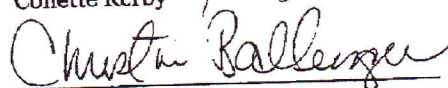
In the event of a breach by either party in its performance under this lease the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the breaching party.


IX. GOVERNING LAW

This agreement shall be interpreted and enforced under the laws of the State of Alabama.

In Witness Whereof the parties have hereunto set their hands on this 29th day of June, 2010.


Collette Kerby

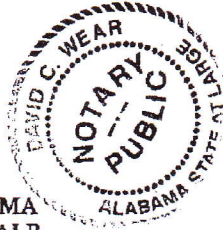

Christine Ballenger


Michael Goss

STATE OF ALABAMA
COUNTY OF DEKALB

I, the undersigned authority, in and for said County and State, do hereby certify that COLLETTE KERBY whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents, executed the same voluntarily on the day the same bears date.

In Witness Whereof, I hereunto set my hand and seal this 29th day of JUNE, 2010.




NOTARY PUBLIC
My Commission Expires: 8/13/2012

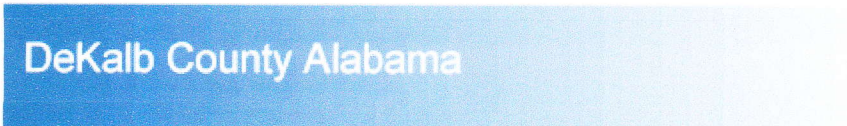
STATE OF ALABAMA
COUNTY OF DEKALB

I, the undersigned authority, in and for said County and State, do hereby certify that CHRISTINE BALLENGER AND MICHAEL GOSS whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents, executed the same voluntarily on the day the same bears date.

In Witness Whereof, I hereunto set my hand and seal this 29th day of JUNE, 2010.




NOTARY PUBLIC
My Commission Expires: 8/13/2012



Property Appraisal Link

DEKALB COUNTY, AL

Current Date **10/25/2013**

Tax Year 2013

OWNER INFORMATION

PARCEL	10-08-28-0-001-062.001	PPIN 008494	TAX DIST 10
NAME	FORESTER, COLLETTE Y		
ADDRESS	P O BOX 361 MENTONE , AL 35984		
DEED TYPE	BOOK 0307	PAGE 0000564	
PREVIOUS OWNER	PETTRY, CARMIE H & BRENDA H		
LAST DEED DATE	//0000		

DESCRIPTION

MENTONE HOTEL SUB
BLK 15 PT OF LOT 5 & PT OF
LOT 6 S28T5R10

PROPERTY INFORMATION

PROPERTY ADDRESS			
NEIGHBORHOOD		CY	
PROPERTY CLASS		MN	SUB CLASS
SUBDIVISION	MNH001	SUB DESC	MENTONE HOTEL SUB
LOT BLOCK			
SECTION/TOWNSHIP/RANGE	00-00 -00		
LOT DIMENSION			ZONING

PROPERTY VALUES

LAND:	2700	CLASS 1:		TOTAL ACRES:
BUILDING:	52300	CLASS 2:	55000	TIMBER ACRES:
	=====	CLASS 3:		
TOTAL PARCEL VALUE:	55000			

DETAIL INFORMATION

<u>CODE</u>	<u>TYPE</u>	<u>REF</u>	<u>METHOD</u>	<u>DESCRIPTION</u>	<u>LAND USE</u>	<u>TC</u>	<u>HsPn</u>	<u>MARKET VALUE</u>	<u>USE VALUE</u>
M	LAND	2	FF 50.00 PER FF	75 X 75	5810-RESTAURANTS	2	N N	2700	
	BLDG	1	C 580	RESTAURANT	-	2	N N	52300	

DOCUMENTS

<u>DESCRIPTION</u>	<u>NUMBER OF PAGES</u>	<u>PRICE</u>
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