

CHARLES A. J. BEAVERS, JR.

ATTORNEY AT LAW

813 Shades Creek Pkwy Suite 202

BIRMINGHAM, AL 35209

STATE OF ALABAMA,

TUSCALOOSA COUNTY.

Shelby

1394

THIS LEASE, Made and entered into on this the 26th day of May, 1984,

by and between Janet L. Griffith (sometimes hereinafter called the Lessor), and

Kerry and Lynn Seale, as party of the second part (sometimes hereinafter called the Lessee), WITNESSETH:

That the Lessor does hereby rent and lease unto the Lessee the following described premises in the Town of Helena, Alabama, viz.: 1096 MacQueen Circle

for occupation and use by the Lessee for home--family dwelling, for and during the term of 1 years, to-wit, beginning June 1, 1984, and ending May 31, 1985, both inclusive, in consideration whereof the Lessee agrees to pay to the Lessor,

rent as follows: The sum of Five thousand two hundred sixty-eight dollars (\$5,268)

Dollars per annum, payable in equal monthly installments of \$439 each, payable in advance on the first day of each calendar month during the term of this lease to and including the first day of May, 1985

This lease is also made upon the following additional terms, conditions and covenants:

1. The Lessor agrees to keep the roof of the leased premises in good repair and in the event any defects occur in said roof, to repair the same within a reasonable time after being requested, in writing, by the Lessee so to do. The Lessor shall not be liable for any damage caused by, or growing out of, any other defect in said building, or in said premises, or caused by, or growing out of, fire, rain, wind, storm, lightning, or other cause, and Lessor shall not be obligated or required to make any other repairs on said building, or do any other work on or about said premises, or any part thereof, or on or about any premises connected therewith. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do such work on or about said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. If the making of such repairs interferes with the conduct of the Lessee's business, an equitable adjustment of rent will be made. Lessor reserves the right to visit and inspect said premises at all reasonable times, and the right to show said premises to prospective tenants and purchasers, and the right to display "For Sale" and "For Rent" signs on said premises during the nine days prior to the expiration of this lease.

2. Lessee will replace all plate and other glass if and when broken, and failing to do so, the Lessor may replace the same and the Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will replace all keys lost or broken and will pay all bills for water, light and heat used on said premises. Lessee will keep all electric wiring, water pipes, water closets and other plumbing on said premises in such good order and repair as may be required by the laws or ordinances of the City of Tuscaloosa. Lessor shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective condition of said electric wiring, pipes, closets or plumbing, or any of them. Lessee will comply, at all times and in all respects, with all the laws of the City of Tuscaloosa, Alabama, relating to nuisance, insofar as the building and premises hereby let and the streets and highways bounding the same are concerned, and the Lessee will not, by any act or omission, render the Lessor liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times. And will have no indoor pets.

3. Lessor shall have the right, at the option of the Lessor, to annul this lease upon ten days' written notice to the Lessee and to thereupon re-enter and take possession of said premises, upon the happening of any one or more of the following events:

- (a) In the event the Lessee should fail to pay any one or more of said monthly installments of rent as and when the same shall become due, and such default should continue for ten (10) days after written demand for the payment thereof is made by the Lessor upon the Lessee.
- (b) In the event Lessee removes, attempts to remove, or permits to be removed, from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon.
- (c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on said premises, or upon the interest of the Lessee in this lease.
- (d) In the event a petition in bankruptcy is filed by or against the Lessee, which is not dismissed within ten days, or the Lessee is adjudged a bankrupt.
- (e) In the event an assignment for the benefit of the creditors is made by the Lessee.
- (f) In the event of the appointment of a receiver of Lessee's property.
- (g) In the event the Lessee, before the expiration of said term, and without the written consent of the Lessor, vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purpose for which the same are hereby let.
- (h) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee herein contained, and fails to remedy the same within thirty (30) days after written notice thereof is given by the Lessor to Lessee.

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4. No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions or covenants on the part of the Lessee herein contained. The receipt of rent after breach or condition broken shall not be deemed a waiver of forfeiture, or a waiver of the right of the Lessor to annul the lease or to re-let the same.

5. In the event the Lessee abandons the leased premises, the Lessor shall have the privilege of re-entering and taking possession of said premises as agent of the Lessee and subletting all or any portion of the same, applying the proceeds obtained from such sub-tenant to the account of the Lessee; said sub-letting shall not release the Lessee from liability under the terms of this lease, but the Lessee shall be held responsible for any difference between the rents obtained from any sub-tenant and the amount called for in this lease.

6. All improvements and additions to the leased premises shall adhere to the leased premises and become the property of the Lessor, with the exception of such additions as are usually classified as furniture and fixtures.

7. In the event of the total destruction of the demised premises by fire or other casualty, or in the event said premises should be condemned and ordered torn down or removed by municipal or other authorities, then, upon the happening of any such event, this lease will cease and come to an end and the liability of the Lessee for rent under the terms of this lease will thereafter cease; but if the said demised premises are partially damaged by fire or other casualty, then the same shall be repaired and restored by the Lessor as speedily as possible, at Lessor's own expense, and from the date of such damage until the completion of such repairs, an equitable abatement of rent shall be allowed to the Lessee. If the premises should be only partially damaged by fire or other casualty, but such damages become so extensive as to render the premises entirely untenable, the rent thereafter will cease until such time as the said premises are made tenantable by the Lessor, at the Lessor's own expense.

8. The Lessee will, upon the expiration or termination of this lease, surrender the quiet and peaceable possession of said premises in like good order as the same were in at the commencement of said term, natural wear and tear excepted.

9. The Lessee shall keep, save and hold harmless the Lessor from any and all damages and liability for anything and everything whatsoever arising from, or out of, the occupancy by, or under, the Lessee, the Lessee's agents or servants, and from any loss or damage arising from any fault or negligence by the Lessee, or any failure on the Lessee's part to comply with any of the covenants, terms and conditions herein contained, or otherwise. And the Lessee agrees to insure the said property against loss from breakage of plate glass and also public liability.

10. In the event the Lessee should fail to pay any one of the above described instalments of rent at maturity, then all the remaining installments shall at once become due and payable and Lessor may treat them as due and payable without further notice to the Lessee, this contract being sufficient notice. The Lessee will pay Lessor a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by the Lessee, or to protect the interests of Lessor in the event the Lessee is adjudged a bankrupt, a legal process is levied upon the goods, furniture, effects or personal property of the Lessee or in said premises, or in the event the Lessee violated any of the terms, conditions or covenants on the part of the Lessee herein contained. In order to further secure the prompt payment of said rents as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages and costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all rights to claim personal property as exempt from levy and sale. All written notices to the Lessee provided for in this lease may be given by mailing the same to the Lessee addressed to the leased premises.

11. It is hereby agreed and understood that any holding over or occupying by the Lessee of the herein leased premises and real estate after the expiration of this lease, shall operate and be construed as tenancy from month to month.

12. The Lessee shall not have the right to assign this lease, either in whole or in part, or let or sublet the demised premises, or any part or parts thereof, without the consent, in writing, of the Lessor.

13. The Lessor covenants and agrees that if the Lessee shall pay the rent as herein provided, and shall keep, observe and perform all of the other covenants and terms of this lease to be kept and performed by the said Lessee, the Lessee shall and may hold and enjoy said premises peaceably and quietly for the term of this lease as set out above. Nothing herein contained shall be construed as a warranty that said premises are in good condition or fit or suitable for the use or purpose for which they are rented.

14. All rents during the term of this lease shall be paid by the Lessee to ~~the Lessor~~ the Lessor.

15. Lessor offers lessee option to buy said property for a cash price of \$59,500 less 5 months rental payments (\$3,195). Lessee must exercise such option by January 31, 1985.

Janet Griffith
523 30th Ave. N.E.
Tuscaloosa, AL 35404

Rec. 500
Ind. 100
600

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1984 OCT 25 PM 1:21
JUDGE OF PROBATE

(205) 556-0752

IN WITNESS WHEREOF, the parties to this instrument have hereunto set their hands and seals, on this the 26th day of May, 1984.

WITNESSES:

Linda B. Hill

Janet Griffith (L. S.)
Lessor.

~~_____~~

By _____ (L. S.)

Kenny W. Seale (L. S.)
(Tenant Sign Here) Lessee.

Lynn H. Seale (L. S.)
(Tenant Sign Here) Lessee.