LEASE SALE CONTRACT

THE STATE OF ALABAMA)
SHELBY COUNTY)

This lease, made 6th day of February 1929, by and between A.W. Balkwill (a single man) party of the first part and H. C. Weldon party of thessecond part:

IN CONSIDERATION WHEREOF the party of the second part agrees to pay the party of the firstpart the sum of Twelve Hundred (\$1200.00) bollars of which sum \$150.00 is paid cash, the receipt of which is hereby acknowledged, the balance \$1050.00 is divided thto 42 payments of \$25.00. It is understood that when the amount of \$600.00 Six Hundred Pollars is paid to A. W.Balkwill he will make H.C. Weldon a warranty deed, each evidenced by notes bearing legal interest, payable at the office of A.W. Balkwill on the 6th day of each month, during the said term, in advance, being at the rate or \$300.00 per annum. And should the party of the second part failh to apayathe rents as they become due, as afforessid, or violate any other condition of this lease, the party of the first part shall then have the right at their option, to re-enter the premises and annul this lease. And in order to entitle the party of the first part to re-enter, it shall not be necessary to give notice of the rents being due and unpaid, or to make any deand for the same, the execution of this lease signed by the said parties of the first and second part, which execution is hereby acknowledged, being sufficient notice of the rents being due and the demand for the same, and shall be construed, any law, usage, or custom to the contrary notwithstanding. And the party of the second part agrees to comply with all thelaws in regard to nuisance, in so far as premises hereby leased are concerned, and by no act render the party of the first part liable therefor, and to commit no waste of property, or allow the same to be done, but to take good care of the same; nor to underlease said property nor transfer this lease without the written consent of the party of the first part, hereon endorsed; and further, this lease teing terminated, to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said term, natural weah, and tear excepted.

In the event of the employment of an attorney by the party of the first part, on account of the violation of the conditions of this lease by the party of the second part, the party of the second part hereby agrees that he shall be taxed with said attorney's fee. And as a part of the consideration of this lease, and for the purpose of securing the party of the first part prompt payment of said rents as herein atipulated or any damage that party of the first part may suffer, either by failure to surrender quief and peaceable possession of said premises, as aforesaid, or for any damage whatever, may be awared said party of the first part under this control the party of the second part hereby waives all right which he may have under the constitution and laws of the State of Alacama, to have any of the personal property of the party of the second part exempted from levy and sale or other legal process.

he party of the second part agrees to pay all taxes on the above described

20 %

property during said term as the same kecomes due; and also agrees to pay all assessments for street and side walks improvements, should any te made against said property. It is understood and agreed that at the end of said term if the party of the second part has complied with each and all-conditions of this lease, then the party of the first part agrees that the rent under this lease, shall be considered a payment for said property and the party of the first part shall make and execute a deed of warranty conveying said property to the party of the second part. It is further understood and agreed that if the party of the second part fails to pay the monthly rent as it becomes due, and becomes as much as two months in arrears during the first year of the existence of this lease, or as much as three months in arrears on such payments at any time thereafter, or should fail to pay the taxes on the said property when the same becomes due, or should fail to comply with any condition or requirement herein, then on the happening of any such event by the party of the second part forfeits his rights to a conveyance of said property, and allmoney paid by the party of the second part under this contract shall be taken and held as payment of rent for said property, and the party of the second part shall be liable to the party of the first part as a tenant for the full 气... term of said lease, and the provisions herein "that the rent paid under this lease shallbe considered a payment for said property, and the party of the first part shall be make and execute a deed with a warranty of title conveying said property bo the party of the second part," shall be a nullity and of no force or effect; and failure of the party of the second part to comply with any of the conditions of this instrument shall ipso facto render the said provision a nullity, and make the said party of the second part a lessee under this instrument, without an y rights whatever except the rights of lessee without any notice or action whatever upon the part of the party of the first part.

It is further understood and agreed that if the party of the second part should at any time before the maturity thereof desire to pay off the remaining monthly payments as named herein he shall have the right to do so, and shall be entitled to a petate on such advancement of all unearned interest, it being intended that only the earned interest shall be collected.

Taxes for 1928 paid. Taxes for 1929 assessed to J.F. Moore and payable when due by the lessee. The mortgage held by J. F. Moore against this farm for \$400 and due Jan. 1, 1930, is to be paid by the lessor A. W. Balkwill.

In testimony whereof we have hereunto set our hands and seals iniduplicate, this 6th day of February, 1929.

A. W. Balkwill (L.S.)
H. C. Weldon (L.S.) H. C. Weldon

H. L.Crim

It is understood that H. C. Weldon is to assume all responsibility to the renter now on place.

THE STATE OF ALABAMA

SHELBY COUNTY

STATE OF ALAR' MA I, age Head Judge of Probate hereby certify that the within contract was filed I hereby certify that in this office for record March 7th 1929 at 9 oclock A.M. and recorded in Deed redord

/S rivilege Tax 33 page 48 and examined. has been paid on the within

Cage Head--Judge of Probate

instrument as required by law. CAGE HEAD,

JUDGE OF PROBATE

SHELDY COUNTY