

Contract lease

STATE OF ALABAMA,
SHELBY COUNTY)

This contract made and entered into by and between Pearl P. Ewart and her husband, E. P. Ewart, who joins her in the execution thereof, as parties of the first part, and Leon B. Perry and Ellye Perry, parties of the second part, -WITNESSETH:

1. Parties of the first part hereby lease to parties of the second part the following described real estate, situated in Vandiver, Shelby County, Alabama, viz:

An irregular plot of ground in the town of Vandiver, Shelby County, Alabama, adjoining the north side of the right of way of the Central of Georgia Railroad Company, opposite the depot of said Central of Georgia Railroad Company. Said plot of land includes the original LaFayette Cooke Lot, which is ninety by two hundred and ten feet, ninety feet being along the right of way of the Central of Georgia Railroad Company, and extending two hundred and ten feet northeasterly, together with the land adjoining this lot, and extending westwardly along said line of the right of way of said Railroad Company to the wagon road, which runs in a northerly direction and is the west line of this land. Said land being more particularly described as follows: Beginning at a point on the north line of the Central of Georgia Railroad Company, where the division line between the LaFayette Cooke and the John and Fannie Watson Lot, formerly known as the Vandiver Hotel Lot, intersects said line of the right of way of the Central of Georgia Railroad Company, thence running westwardly along said right of way to the wagon road, which runs in a northerly direction between this land and the house of Mrs. and Mr. J. R. Weldon, thence running northwardly 248 feet, more or less, to a second wagon road, which runs in a southeasterly direction, turning at this point, the north line of this property following the south line of this second wagon road in a south easterly direction, where it intersects the west line of the LaFayette Cooke Lot, which point is about 115 120 feet north of the Central of Georgia Railroad Company right of way, excepting and not included in this description is a strip of ground, which is about three or three and a half feet wide, extending from the right of way along the east line of the LaFayette Cooke lot one hundred feet to the wagon road, this strip runs between the well of the LaFayette Cooke Lot and the John Watson and Fannie Watson house. The fence between the Watson's on the east and the Ewart land on the west, as it stood in 1925, is the line. This strip of ground was provisionally sold to John and Fannie Watson about eight years ago and does not affect the width of that part of the LaFayette Cooke lot lying north of the wagon road. The east line of the original LaFayette Cooke lot is only about two feet west of the Watson House. Mr Vandiver who formerly owned the Watson lot, purchased the Cooke lot, about twenty five years ago moved the division fence about three or three and a half feet on the Cooke Lot in order to give more space.

Any interest I have in this strip of ground under the provisional deed made to John Watson and Fannie Watson is included in this conveyance, but nothing more.

2. The term of this lease is to extend from this date, viz: February 5th, 1932, up to and including April 15th, 1933, and on the terms hereinafter mentioned.

3. Parties of the second part agree to pay to parties of the first part the sum of Six Hundred forty three and 33/100-dollars, which is the consideration for the execution of this lease, and which sum is agreed upon by the parties hereto, and which said sum is to be divided into fourteen payments, each bearing interest from date, and which payments are as follows:

One payment of \$25.00 due March 15, 1932,	
One payment of \$25.00 due April 15, 1932,	
One payment of \$50.00 due May 15, 1932,	
One payment of \$50.00 due June 15, 1932	
One payment of \$50.00 due July 15, 1932;	
One payment of \$50.00 due Aug. 15, 1932	
One payment of \$50.00 due Sept. 15, 1932;	
One payment of \$50.00 due Oct. 15, 1932;	
One payment of \$50.00 due Nov. 15, 1932	
One payment of \$50.00 due Dec 15 1932	Interest rate=8%
One payment of \$50.00 due Jan. 15, 1933	
One payment of \$50.00 due Feb. 15 1933;	
One payment of \$50.00 due Mch. 15, 1933, and	
One payment of \$43.33 due Apr 15, 1933.	

4. The payments herein provided and stipulated for shall be made to Pearl P. Ewart, at her place of residence at 4761 First Avenue, North, Birmingham, Alabama, or where-ever else she may reside, during the pendency of this contract.

5. said Pearl P. Ewart agrees to pay the taxes and insurance on said property, or rather on the dwelling house situated on said property during the running or pendency of this lease.

6. Parties of the second part agree to keep^{up} the buildings on said property and keep the same in good repair, and to surrender the same to parties of the first part, at the termination of this lease in as good condition as the same is now in, usual wear and tear excepted.

7. Should the parties of the second part fail to make any payment herein provided for on or before the same falls due, or should they fail to comply with any other provision of this contract for which they are bound under the provisions hereof, then this lease shall immediately cease and terminate, and parties of the first part shall have the right to cancel said lease and re-enter possession of said premises, and parties of the second part, in such event, agree to surrender possession of said property on ten days written demand therefor.

8. Parties of the second part have the right to release or sublease this contract or the property covered hereby, or any portion thereof, without the written consent of said Pearl P. Ewart, which written consent, shall be endorsed upon or attached to this lease contract.

9. It is further agreed that at the end of this lease period, if parties of the second part have complied with each and all the conditions of this lease, and have paid all of the payments herein provided for, then parties of the first part agree that the payments made under this lease shall be considered as payments on or for said property, and that they shall make and execute to parties of the second part a warranty deed conveying said property to them.

10. If parties of the second part should fail to make any of said payments hereinbefore provided for, or to perform any other obligation stipulated for in this contract to be performed by them, they shall forfeit the right to a conveyance of said property to them by the parties of the first part, and, in that event, all money paid by them to parties of the first part, or either of them shall be taken and held as rent of and for the said property.

11. It is further understood and agreed that if the parties of the second part shall at any time before the maturity of the several rent payments provided for in this contract, desire to pay off the remaining monthly instalments they shall have the right to do so and shall be entitled to a rebate on such advance payment of all unearned interest, and, in that event, only the earned interest shall be due and payable.

12. It is further agreed that if parties of the second part violate any of the agreements and conditions of this lease, and parties of the first part employ an attorney to protect their interest, then parties of the second part shall be liable for the payment of a reasonable attorney's fee for the services of said solicitor or attorney and this shall apply whether the proceedings are had in a court of chancery, in a court of law or in ouster proceedings, or other proceedings necessary to protect the interest of the parties of the first part.

13. Against all the obligations herein contained and provided for, and against the indebtedness herein and hereby contracted, parties of the second part, separately and severally, waive their right of exemption as to personal property under the constitution and laws of the State of Alabama. In testimony whereof, we have hereunto set our hands and seal and executed this contract in duplicate, on this the 5th day of February, 1932.

Pearl P. Ewart L.S.
 E.P. Ewart L.S.
 Parties of the first part.

L.B. Perry L.S.
 Ellye Perry L.S.

STATE OF ALABAMA,
 SHELBY COUNTY)

I, H R Justice a Notary Public in and for said County, in said State, hereby certify that Pearl P. Ewart and husband, E.P. Ewart, Leon B. Perry and wife, Ellye Perry, whose names are signed to the foregoing contract, and who are known to me acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 5th day of February, 1932.

STATE OF ALABAMA
 SHELBY COUNTY)

H R Justice, Notary Public

I, H R Justice, a Notary Public in and for said County, in said State, do hereby certify that on the --day of February 1932, came before me the within named Pearl P. Ewart known to me to be the wife of the within named E.P. Ewart, who, being examined separate and apart from the husband touching her signature to the within contract, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband. In witness whereof, I have hereunto set my hand this 5th day of February, 1932.

H R Justice, Notary Public.

STATE OF ALABAMA,
 SHELBY COUNTY)

I, H R Justice, a Notary Public in and for said County, in said State, hereby certify that on the 5th day of February 1932, came before me the within named Ellye Perry known to me to be the wife of the within named Leon B. Perry, who, being examined separate and apart from the husband, touching her signature to the within contract acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband. In witness whereof I have hereunto set my hand this 5th day of February 1932.

H R Justice, Notary Public.

Filed for record in this office March 1st 1934 at 1 o'clock PM and duly recorded in deed record 97, page 213 and examined.

Page Head, Judge of Probate,

STATE OF ALABAMA
 SHELBY COUNTY

[Handwritten signature and stamp]