## LEASE - SALE CONTRACT

STATE OF ALABAMA

SHELBY COUNTY

This lease made this 16 day of March, 1943, by and between Lena P. Givhan, party of the first part, and J. O. Clark and Clennie D. Clark, parties of the second part:

Witnesseth, that the part of the first part does hereby rent and lease unto the parties of the second part the following premises in Shelby County, Alabama:

Three acres in the northeast corner of NE of SE of Section 5, Township 24, Range 13 East;

Also, begin on the south line of the right of way of the Calera-Montevallo Highway at a point 515 feet east of the west line of SWL of NWL of Section 4, Township 24, Range 13

East; thence south 420 feet; thence west 315 feet to the west line of said Section 4; thence south along said section line to southwest corner of NWL of SWL of Section 4, Township 24, Range 13 East; thence east along the south line of said NWL of SWL to southeast corner of said NWL of SWL; thence north along east line of said NWL of SWL 550 feet; thence west and perpendicular to said east line of said NWL of SWL 550 feet; thence north 1600 feet to south right of way line of said highway; thence west along said right of way line to point of beginning. Except from said description 5 acres in northeast corner of SL of said NWL of SWL. All of said land being in Section 4, Township 24, Range 13, East,

together with the buildings and improvements thereon for and during the term of forty-four months, to-wit: from the 20th day of Feb., 1943, to the 20th day of October, 1946.

In consideration whereof, the parties of the second part agree to pay the party of the first part the sum of \$1200.00, of which sum \$100.00 is being paid in cash, the receipt whereof is hereby acknowledged, and the balance is divided into forty-four monthly payments of \$25.00 each; said notes to bear 6% interest from date, the first said \$25.00 payment being due March 20, 1943 and the last being due October 20, 1946. Should the parties of the second part fail to pay the rents as they become due as aforesaid or violate any other condition of this lease, the party of the first part shall: then have the right, at her option, to reenter the premises and annul this lease. And in order to entitle the party of the first part to reeneter, it shall not be necessary to give notice of the rents being due and unpeid or to make any demand for the same, the execution of this lease being sufficient notice of the rents being due and of the demands for same. And the parties of the second part agree to commit no waste of said property or to allow same to be done, but to take good care of the same, and agree not to under-lease said property nor transfer said lease without the written consent of the party of the first part endorsed hereon; and the parties of the second part further agree when this lease is terminated to release quiet and peaceable possession of said premises. The parties of the second part may pay the full amount due hereunder by paying the then accrued interest.

The parties of the second part agree, in addition to said rental, to pay all taxes and assessments accruing on the premises during the term of this lease and to keep the dwelling house on said premises insured against loss or damage by fire and windstorm with loss payable clause to the party of the first part for a sum not to exceed \$800.00 and not less than \$500.00.

It is understood and agreed that at the end of said term if the parties of the second part have complied with each and all the conditions of this lease, then the party of the first part agrees that the rent paid under this lease shall be considered a payment for said property, and the party of the first part shall make and execute a Warranty Deed conveying said property to the parties of the second part.

It is further understood and agreed that if the parties of the second part fail to pay the monthly rent as it becomes due and becomes as muchas 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 therein, then on the happenings of any such event the parties of the second part forfeit rights to a conveyance of said property, and all money paid by the parties of the second part under this contract shall be taken and held as payments of rent for said property, and the parties of the second part; shall be liable to the party of the first part as tenents for the full term of said lease, and the provisions herein "that the rent paid under this lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed with warranty of title conveying said property to the parties of the second part, "shall be a nullity and of no force or effect; and the failure of the parties of the second part to comply with any of the conditions of this instrument shall ipso facto render the said provisions a nullity, and make the said parties of the second part lessees under this instrument, without any rights whatever except the rights of lessees, without any notice or action whatever upon the party of the first part.

Should said J. O. Clark be drafted into the service of the Armed Forces of the United States at any time after the execution this lease, then the parties of the second part shall pay a rent of \$75.00 a year for the use and occupation of said premises during the period of said J. O. Clark's service in said Armed Forces. Said \$75.00 a year shall not be applied as a payment on the rent notes mentioned above. At the termination of said J. O. Clark's service in said Armed Forces, this Paragraph shall become of no further effect and the parties of the second part shall make their payments monthly thereafter as heretofore set out in the preceding Paragraphs, except that the amount then due as rent shall be paid on the 20th day of each month after said J. O. Clark's release from said service irrespective of the dates shown as the maturity dates in said notes.

In testimony whereof, we have hereunto set our hands and seals in duplicate this 16 day of March, 1943.

PARTY OF THE FIRST PART

Lena P. Givhan

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PARTIES OF THE SECOND PART

Joe Otis Clark

L.S.

Glennie Dee Clark

L.S.

State of Alabama

Shelby County

I, Wm. D. McConaughy, a Notary Public, in and for said County in said State, hereby certify that Lena P. Givhan, a widow, and the party of the first part in the within instrument, 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 the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 16 day of March, 1943.

Wm. D. McConaughy

Notarial Saal

State of Alabama

Shelby County

I, Wm. D. McConaughy, a Notary Public, in and for said County in said State hereby certify that J. O. Clark and Glennie D. Clark, parties of the second part in the within instrument, whose names are signed to the foregoing instrument, and who areknow to me acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 16 day of March, 1943.

Wm. D. McConaughy

Notarial Seal

State of Alabama

Shelby County

I; Wm. D. McConaughy, a Notary Public in and for said County in said State, do hereby certify that on the 16 day of March, 1943, came before me the within named Glennie D. Clark who being examined separate and apart from the husband, touching her signature to the within instrument, 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 hereunto set my hand this 16 day of March, 1943.

Wmp D. McConaughy

Notarial Seal

Filed for record in this office on the 30th day of September, 1943, at eleven o'clock A. M. and duly recorded in Deed Record Vol. 117 on page 308.

L. C. Walker, Judge of Probate

STATE OF ALABAMA SHELBY COUNTY

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JUDGE OF PROBATA

STATE OF ALABAMA SHELBY COUNTY

hereby certify that has been paid on the within Instrument as required by

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L. C. WALKER, JUDGE OF PROBATS