

BOOK 193 PAGE 114

STATE OF ALABAMA

COUNTY

This lease, made 8th day of March 1958

by and between W. A. Brundage, a single man party of the first part

and Paul E. George and wife, Louise George part 1es of the second part:

Witnesseth, That the party of the first part does hereby rent and lease unto the part

of the second part the following premises in Shelby County: Lot 4 according to the decree and map in case #2294 in the Circuit Court of Shelby County, Alabama, in Equity, styled of the case being Howard, et al, vs. Harrison, et al, which said decree and map is recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 138 at pages 555-556; which said lot 4 being further described as follows: Begin at the Northeast corner of Section 1, Township 21, Range 5 West and run thence West along the north boundary of said Sec. 632.5 yards to the pt. of beginning of the land herein conveyed; thence continue West 137.5 yards; thence So. 880 yds; thence East 137.5 yards; thence North 880 yds. to point of beginning. Mineral and mining rights excepted.

for occupation by them as tenants and not otherwise, for and during the term of to-wit: from the 8th day of March 1958

to the 8th day of March 1961

IN CONSIDERATION WHEREOF, The party of the second part agrees to pay to the party of the first part the sum of Twelve Hundred fifty and 00/100 (\$1250.00) DOLLARS,

of which sum \$ 100.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$ 1150.00

is divided into 3 payments XXX 1st payment of \$383.33 due and payable on or before the 8th day of March, 1959; 2nd payment of \$383.33 due and payable on or before the 8th day of March, 1960; the 3rd payment of \$383.34 due and payable on or before Mar. 8, 1961.

each evidenced by notes bearing 6% interest, payable at the office of N. L. Spradley, Buss. Adm. on the 8th day of each month, during said term, in advance, being at the rate of \$ 1383.33 per annum. And

should the party of the second part fail to pay the rents as they become due, as aforesaid, or violate any other condition of this Lease, the said 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 demands 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 same, and shall be so construed, any law, usage or custom to the contrary notwithstanding. And the party of the second part agrees to comply with all the laws 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 therefore, and to commit no waste of property, or allow the same to be done, but to take good care of the same; nor to under-lease said property nor transfer this Lease without the written consent of the party of the first part, hereon endorsed and further, this Lease being terminated, to surrender quiet and peaceable possession of said premises in like good order as at the commencement of said term, natural wear 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 condition of this Lease by the party of the second part, the party of the second part hereby agrees that they 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 payments of said rents as herein stipulated, or any damage that party of the first part may suffer, either by failure to surrender quiet and peaceable possession of said premises, as aforesaid, or for any damage whatever, may be awarded said party of the first part under this contract, the said party of the second part hereby waives all right which may have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the party of the second part exempted from levy and sale, or other legal process.

The party of the second part agrees to pay all taxes on the above described property during said term as the same becomes due; and also agrees to pay all assessments for street and sidewalk improvements, should any be 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 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 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 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 happenings of any such event the party of the second part forfeits his rights to a conveyance of said property, and all money 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 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 a warranty of title conveying said property to the party of the second part," shall be a nullity and of no force or effect; and the failure of the party 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 party of the second part a lessee under this instrument, without any 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 they shall have the right to do so, and shall be entitled to a rebate on such advance payments of all unearned interest, it being intended that only the earned interest shall be collected.

In Testimony Whereof We have hereunto set our hands and seals in duplicate this 8

day of March 19 58

Witness:

Edward J. King

W. A. Brundage (L. S.)

Louise George (L. S.)

P. E. George

STATE OF ALABAMA, SHELBY COUNTY

I, L. C. Walker, Judge of Probate, hereby certify that the within Lease, do was filed for record the 2 day of May 1958, at 8 o'clock P. M. and recorded in Deed Book 193 Page 114, and the Mortgage Tax of 1.80 Doed Tax of .50 has been paid.

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L. C. Walker, Judge of Probate