

STATE OF ALABAMA
SHELBY COUNTY

This lease, made this 1st day of April, 1958, by and between Dr. J. A. Hines, Mack Farris, W.M. Farris, Albert Scott, Albert L. Scott, as Trustees of the Central Methodist Church of Alabaster, Alabama, the said Mack Farris being one and the same person and herein executing this agreement as one and the same Trustee as said W. M. Farris, and the said Albert Scott being one and the same person and herein executing this agreement as one and the same Trustee as said Albert L. Scott, party of the first part, and Lonza L. Cox and wife, Bessie L. Cox, party of the second part:

WITNESSETH, That the Party of the first part does hereby rent and lease unto the party of the second part the following premises in Shelby County, Alabama:

Commence at the Northeast corner of Lot 3 of Block 3 according to Nickerson-Scott survey as shown at page 34 of Map Book 3, Office of the Judge of Probate of Shelby County, Alabama, and being a portion of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 36, Township 20 South, Range 3 West; thence in an Easterly direction along the North line of said lot if extended 10 feet to the center of an alley(now closed), which is the point of beginning of the land herein conveyed; thence in a Southerly direction along the center of said alley 20.25 feet; thence in a Westerly direction 170 feet, more or less, to a point on the East right of way line of Highway 31, being the Birmingham-Montgomery Highway; thence in a Northerly direction along the East right of way line of said Highway, 6.60 feet to its intersection with the North line of said Lot 3; thence in an Easterly direction along the North line of said Lot 3, 169.94 feet, more or less, to the point of beginning.

ALSO THE FOLLOWING DESCRIBED PROPERTY: Begin at the southwest corner of Lot 4 of Block 3 according to Nickerson-Scott survey as shown at page 34 of Map Book 3, Office of the Judge of Probate of Shelby County, Alabama, and run thence in a northerly direction along the west line of said Block 3 seventy-five feet, more or less, to a point one-half the distance between the southwest and northwest corners of Lot 5 of Block 3 of said Nickerson-Scott subdivision; thence run in an easterly direction parallel with the north line of said Lot 5 on a line extended to the center line of an alley shown on said Nickerson-Scott subdivision plat, which said alley is now closed; to a point on the center line of said alley; thence run in a southerly direction along the center line of said alley to the northeast corner of the above described lot or parcel; thence run in a westerly direction along the north line of said above described lot or parcel to the point of beginning, LESS AND EXCEPT (1) part of the South one-half of Lot 5 of Block 3 of said Nickerson-Scott survey previously conveyed to George Walker by Central Methodist Church of Alabaster, Alabama, and (2) part of the South one-half of Lot 5 of Block 3, and part of Lot 4 of Block 3, of said Nickerson-Scott survey which is now subject to right of way of Highway 31, being the Birmingham-Montgomery highway.

Lease Sale Contract

TO

Price, \$

Terms of Sale

Monthly Payments, \$

Beginning

Ending

19

19

The State of Alabama, XXXX
County, XXXX
This lease made XXXX day of XXXX 1958
by and between XXXX party of the first part
and XXXX part XXXX of the second part
WITNESSETH That the party of the first part does hereby rent and lease unto the party of the second part the following premises XXXX

for occupation by party of second part for residential purposes and not otherwise, for and during the term of this lease, to-wit: from the 1st day of May 1958 until full payment of the consideration specified herein is made by the party of the second part to the XXXX day of XXXX 1958

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of Seven thousand two hundred and No/100's (\$7,200) - - - - - DOLLARS of which sum \$500.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$6,700.00 is divided into monthly payments of \$60.00 per month, bearing 6% interest yearly, interest to commence from date, the first monthly payment due May 1, 1958. each evidenced by notes bearing legal interest, payable at the office of XXXX on the XXXX day of XXXX each month, during said term, in advance, being at the rate of \$XXX 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 demand 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 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 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 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 conditions 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 payment 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 they 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 his 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 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 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 provision 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 advancements of all unearned interest, it being intended that only the earned interest shall be collected.

IN TESTIMONY WHEREOF, We have set our hands and seals this day of April, 1958.
Dr. J. A. Hines, as Trustee of the Central Methodist Church of Alabaster, Alabama (L.S.)
Mack Farris, as Trustee of the Central Methodist Church of Alabaster, Alabama (L.S.)

~~IN TESTIMONY WHEREOF, We have set our hands and seals in duplicate, this day of XXXX 1958~~
~~(L.S.)~~
~~(L.S.)~~
~~(L.S.)~~

BOOK 193 PAGE 170

W.M. Farris (L.S.)
W.M. Farris, as Trustee of the Central Methodist Church of Alabaster, Alabama

Albert Scott (L.S.)
Albert Scott, as Trustee of the Central Methodist Church of Alabaster, Alabama

(Same as Albert Scott) (L.S.)
Albert L. Scott, as Trustee of the Central Methodist Church of Alabaster, Alabama

Lonza L. Cox (L.S.)
Lonza L. Cox

Bessie L. Cox (L.S.)
Bessie L. Cox

THE STATE OF ALABAMA
SHELBY COUNTY

I, L. C. Walker, Judge Probate, a Notary Public, in and for said County in said State, hereby certify that Dr. J. A. Hines, ~~Mack Farris~~, W.M. Farris, Albert Scott, ~~Albert Scott~~, whose names as Trustees of the Central Methodist Church of Alabaster, Alabama, the said Mack Farris being one and the same person and one and the same Trustee as W. M. Farris and the said Albert Scott being one and the same person and one and the same Trustee as Albert L. Scott, whose names are signed to the foregoing agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they, in their capacity as such Trustees of the Central Methodist Church of Alabaster, Alabama, executed the same voluntarily on the day the same bears date. May

Given under my hand this the 12 day of April 1958.

THE STATE OF ALABAMA
SHELBY COUNTY

I, L. C. Walker, Judge Probate, a Notary Public in and for said County in said State, hereby certify that Lonza L. Cox and wife, Bessie L. Cox, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before on this day, that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date. May

Given under my hand this 12 day of April 1958.

State of Alabama, Shelby County

I, L. C. Walker, Judge of Probate hereby certify that the within Instrument was filed in this office for record the 12th day of May 1958 at 9 o'clock A.M. and paid in D Record 193 Page 168 & examined and the Mortgage Tax of \$ Deed Tax of \$ has been paid.

L. C. Walker Judge of Probate