

The State of Alabama,

SHELBY

County

This lease, made 10th day of August 1956

by and between Daniel Albert Powers and wife Ellarine Powers party of the first part

and Harold Walton Peak and Joy Bethea Peak part of the second part:

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

second part the following premises in That Part of the NW 1/4 of the SW 1/4 of the NW 1/4 of Section 31, Township 18, South, Range 1 West, mineral and mining rights excepted, known as 3 acres more or less on the East side of the road, and 4 room house, all of which has been shown to parties of the 2nd part, and which will be surveyed and correct description hereto attached.

for occupation by them as residence and not otherwise, for and during the term of approximately 6 years to-wit: from the 10th day of August 1956 to the 10th day of August 1956, more or less

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of

Thirty-five Hundred and no/100 DOLLARS

of which sum \$100.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$3400.00

is divided into payments of \$ Fifty-five Dollars per month, evidenced by one

one installment promissory note, bearing interest from date at the rate of 6% per annum

at the residence of Parties of 1st Part on the

10th day of each month, during said term, in advance, being at the rate of \$ 660.00 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 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 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.

The above described property is subject to a first mortgage on this and other property, which payments on said mortgage are to be paid by Parties of the First Part. Said mortgage being in favor of J. A. Garrett Real Estate and Insurance Company, Inc.

IN TESTIMONY WHEREOF, We have set our hands and seals in duplicate, this 10th day of August 1956.

Mrs. E. W. Page
Mrs. W. R. Worthington

Harold Walton Peak (L.S.)
Joy Bethea Peak (L.S.)
Daniel Albert Powers (L.S.)
Ellarine Powers (L.S.)

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within was filed for record the 12 day of Jan 19 60 at 2 o'clock M. and recorded in Book 207 at page 112 and the Mortgage Tax Deed Tax 50 has been paid.

Conrad M. Fowler
Judge of Probate

FILED 12 JANUARY 1960

BOOK 207 PAGE 112