

The State of Alabama,

JEFFERSON

County

This lease, made _____ day of January 1960.

by and between HUEY REACH and wife, CORA REACH, party of the first part

and J. E. MASSEY and wife, BETTY MASSEY parties 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 Shelby County, Alabama

See reverse side for description

for occupation by as residence and not otherwise, for and during the term of 15 years and 4 Mos. to-wit: from the First day of February 1960 to the First day of May 1975

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of TWELVE THOUSAND & No/100 (\$12,000.00) DOLLARS

of which sum \$100.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$11,900.00 is divided into 183 payments of \$100.00 per month with interest at the rate of 6% from date, the first of said installments being due and payable on the First day of February, 1960.

each evidenced by notes bearing legal interest, payable at the office of Huey Reach on the 1st

day of each month, during said term, in advance, being at the rate of \$1200.00 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 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 parties of the second part agree to keep the property insured against fire for the benefit of the parties of the first part at its insurable value.

The parties of the second part agree that no changes will be made in the character of the real estate or the improvements thereon without the consent of the parties of the first part.

IN TESTIMONY WHEREOF, We have set our hands and seals in duplicate, this 18 day of January 1960.

Huey Reach
Cora ReachJ. E. Massey (L. S.)
Betty Massey (L. S.)

Beginning at the Southeast corner of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 20, Range 3 West and run thence North along the East line of said 20 acres, a distance of 600 feet to a point; thence run West and parallel with the South line of said 20 acres, a distance of 350 feet, more or less, to the East line of the Harpersville Public Road; run thence in a Southerly direction along the East line of said Public Road a distance of 600 feet, more or less, to the point of intersection of the South line of said 20 acres with the East right of way line of said public road; run thence East along the South line of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 36, a distance of 500 feet, more or less, to the point of beginning;

However, there is excepted from the above described land, the following described land which has heretofore been conveyed to S. C. Reach, as shown by deed recorded in Deed Book 151, Page 588 in the Probate Office of Shelby County, Alabama. Said land being excepted, being described as follows: Commencing at the Southeast corner of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 20, Range 3 West and run thence North along the East line of said N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 36 a distance of 600 feet to a point of beginning of the tract herein excepted; run thence South along the East line of said forty acres a distance of 63.38 feet; run thence West and parallel with the South line of said N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 36 a distance of 350 feet, more or less, to the East right of way line of the Harpersville Public Road; run thence in a Northeasterly direction along the East right of way line of said Harpersville Public Road a distance of 63.38 feet; run thence in an Easterly direction and parallel with the South line of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 36, a distance of 350 feet, more or less, to the East line of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 36 and being the point of beginning of the tract herein excepted.

STATE OF ALABAMA }
SHELBY COUNTY }
I, Conrad M. Fowler, Judge of Probate hereby
certify that the within Agreement was
filed in this office for record the 7 day
of May 1961 at 11 o'clock A.M.
and recorded in West Records
page 443 and examined 5-16-61
and the Mortgage Tax of \$
Deed Tax of \$ has been paid.
Conrad M. Fowler
Judge of Probate
Fee \$ 2.00

J. E. Mearcy
William Sullivan

2.00

Lease Sale Contract

TO

Price, \$

Terms of Sale

Monthly Payments, \$

Beginning

Ending