

No. _____

Birmingham, Alabama

Lots Amount \$ 210.00

Gas & Water 175.00

Total 385.00

Cash Paid 42.00

Balance \$343.00

Interest 20.58

Total \$363.58

This Indenture entered into by and between

Calera Northwest, Inc.

hereinafter called the first party and

Kenneth O. Farris

hereinafter called the second party.

Witnesseth:

That in consideration of \$ 42.00 cash, paid, on the delivery hereof of the second

party to the first party, the receipt whereof is hereby acknowledged, and the sum of \$ 363.58

to be paid by the second party to the first party

in monthly payments of \$ 15.15 beginning on the 21st day of October, 1961

and each succeeding month thereafter for 23 months, and the further obligations of the second party to the first party hereunder, the first party hereby leases unto the second party the real estate hereinafter described for the term of as many months from the date hereof as there are monthly payments provided for herein, and in addition to said leasing the first party for said consideration hereby sells unto the second party for the term of the aforesaid lease, plus sixty additional days, the option to buy said real estate, said option to be exercised within the time and in the manner and said real estate bought on the terms and conditions and for the considerations hereinafter expressed, which real estate is located in Jefferson County, Alabama, and is known and described as follows:

Lots 9 and 10, Block 79, according to J. H. Dunsten's Map of the Town of Calera, Alabama, which map is on file in the Probate Office of Shelby County, Alabama.

Subject to restrictions of record in Volume Deed Book 217, Page 360 in the Office of the Judge of Probate of Shelby County, Alabama. (Interest, principal, gas and water in monthly payment)

All assessments for municipal, county or other improvements and all the taxes legally imposed on said real estate or required to be paid after the execution and within the life of this instrument shall be paid by the first party; all buildings, structures and improvements now on said real estate, as well as such as may be erected or placed thereon by the first party during the life of this instrument, if insured at all, shall be insured at the expense and for the sole benefit of the first party. All buildings, structures and improvements erected or placed on said real estate at the expense of the second party during the life of this instrument shall be insured at the expense of the second party in the name of and for the benefit of the first party, and in case of loss the insurance, if collected, shall be used to replace the loss and not otherwise, and in the event of the forfeiture of the rights of the second party hereunder, the said buildings, structures, and improvements placed thereon by the second party shall become and be the property of the first party, the same being a part of the realty. The second party is hereby obligated to not create nor allow to be created on said real estate any nuisance and to obey all laws and ordinances which relate to nuisances, sanitation and health and hold the first party harmless against any damage, inconvenience, prosecution or wrong resulting from the breach of this obligation; the second party is further obligated to protect said property and maintain it in as good condition as it now is, natural wear and tear excepted, and on the termination of the possessory interest of the second party in said real estate hereunder to thereupon turn over said real estate in such good condition to the first party. If any of said monthly payments should not be paid or if any other obligation on the part of the second party contained herein is not discharged within sixty days after the same is due to be paid or discharged (time being the essence of this instrument), then all of the property and rights of the second party hereunder shall thereupon cease and the first party shall be entitled to the immediate possession of said real estate, and is hereby expressly authorized to go upon said real estate and into any buildings or structures thereon, by agent or otherwise, and take possession thereof, and to this end to open any gate, door, window or other thing by force, key or otherwise and remove therefrom and off of said real estate any and all property, goods, chattels and effects of the second party or of any other person, the second party as a part of the consideration hereof hereby waiving, releasing and discharging the first party, its agents or assigns from any and all damages and liability for trespass or other act in so doing or resulting therefrom. As a part of the consideration hereof the second party agrees that any failure on the part of the second party to pay any one of said monthly payments or to discharge any obligation hereby imposed on the second party, as and when herein provided for, shall be construed to be a willful and intentional violation of this instrument and shall operate as a willful and intentional forfeiture of all property and rights of the second party hereunder. If the second party pays all monthly payments and discharges all obligations hereunder to the first party, as and when they are due to be paid, and discharged, up to the time the option to buy is exercised, the second party may exercise the option to and buy said real estate by then notifying the first party in writing, that they elect to do so, and then paying to the first party, in addition to the monthly payments theretofore made, a sum, in cash, equal to the sum total of the following items: (a) An amount equal to interest at the rate of six per cent per annum on the several monthly payments theretofore made from the date hereof to the date that the respective payments are made; (b) An amount equal to the sum total of all then undue and unpaid monthly payments for the entire term for which said real estate is herein leased, plus an amount equal to two of said monthly payments, with interest at the rate of 6 per cent per annum on the whole of said amount from the date hereof to the date of the purchase of said real estate under said option; and (c) An amount equal to the sum total of all amounts paid by the first party and all amounts for which it has become liable, during the life of this instrument, for insurance, taxes, assessments and improvements on said real estate, together with interest at the rate of 6 per cent per annum on each item thereof from the date the first party pays or becomes liable therefor to the date of the purchase of said real estate under said option. If the second party exercises said option to buy and purchase said real estate and pays therefor, as hereinabove provided for, the first party obligates himself to execute and deliver to the second party a warranty deed conveying to the second party said real estate.

This instrument shall not be transferred nor said real estate subject, nor said option sold by the second party without the surrender and cancellation of this instrument and entering into a new contract by and between the first party and the person to whom such transfer, subletting or sale is made, the approval of said transfer, subletting or sale and the entering into such new contract being entirely optional with the first party. Any waiver on the part of the first party of its rights to declare a forfeiture hereunder shall not be a waiver of its rights to declare a forfeiture for any subsequent default or breach on the part of the second party. To secure the faithful performance of the second party's obligations hereunder, the second party hereby waives their right to claim their exemptions under the Constitution and Laws of the State of Alabama, and agree to pay to the first party a reasonable attorney's fee for services rendered by an attorney in the enforcement against the second party of any obligation hereunder and for recovery on account of any breach hereof on the part of the second party.

This instrument contains the entire contract between the parties hereto, and it is mutually agreed between them that it cannot be altered, amended, added to or taken from by any agreement, or understanding between them nor between the second party and an agent of the first party representing it in making this instrument, nor in any other way, unless the same is endorsed hereon in writing, and the endorsement signed by both parties hereto. The second party is given and accepts possession of said real estate under and subject to the terms and conditions of this instrument and not otherwise.

IN WITNESS WHEREOF, we have

CERTIFY THIS INSTRUMENT

September 61

19

WAS FILED

IN HANDS AND

SEALS, in duplicate, this the 21st

day of

September

1961

WITNESSES:

RECORDED & \$ 6.00 TAX
& \$ 5.00 DEED TAX HAS BEEN
PAID ON THIS INSTRUMENT.

JUDGE OF PROBATE

Calera Northwest, Inc. (SEAL)

President First Party (SEAL)

Kenneth O. Farris (SEAL)

Second Party (SEAL)

2131 - 7th Avenue, South, Birmingham, Alabama