

5739

The State of Alabama, }
Shelby County

This lease, made 6th day of March 1962

by and between Daisy K. Naish, party of the first part
and James A. Lewis and Virginia A. Lewis, 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:

20 Acres in the NE 1/4 of N. W. 1/4 of Section
34, Towns 17, Range 1, East

for occupation by them as residence and not otherwise, for and during the term of
70 Months to-wit: from the 10th day of April 1962
to the 10th day of February 1968.

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of
Three Thousand and 10/100 - - - - - DOLLARS

of which sum \$500.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$2500.00
is divided into 69 payments of \$40.00 per month, and one payment of \$40.75.

(Interest included in notes of \$375.00)

each evidenced by notes bearing 6% interest, payable at the office of _____ on the
10th

day of each month, during said term, in advance, being at the rate of \$ _____ 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 un-
paid, 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 com-
ply 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 condi-
tions 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.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 10/11/62
8/11/62 1962
RECORDED & \$2.00 TAX
& \$5.00 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
Conrad J. Bricker
JUDGE OF PROBATE

IN TESTIMONY WHEREOF, We have set our hands and seals in duplicate this
day of March 1962

Margaret Phillips

Daisy K. Naish (L. S.)
James A. Lewis (L. S.)
Virginia A. Lewis

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