

§ 117

The State of Alabama,)

Shelby County) This lease, made first day of November, 1971

by and between Edward L. Goolsby & Juliette Goolsby, party of the first part who are presently owner and landlord of the hereafter mentioned premises.

and John Louis Bishop part Y. of the second part: WITNESSETH, That the party of the first part does hereby rent and lease unto the part of the second

part the following premises in Pelham, Alabama located at 528 Creekview Lane for a period of one year with an option to buy the property by payment of \$1,000.00 cash equity and assuming the mortgage now held by Jackson Realty of Birmingham, Alabama on the property.

for occupation by family as residence and not otherwise, for and during the term of lease to-wit: from the first day of November, 1971 to the first day of November, 1972.

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of \$1,698.04 DOLLARS

of which sum \$10.00/ option consideration is paid in cash, the receipt of which is hereby acknowledged, the balance \$1,688.04

is divided into 12 payments of \$140.67 after full payment of which lessee may

vacate the premises or exercise his option to buy the property under the above terms. The payments will be

XXXXXXXXXXXXXXXXXXXXXXXXXXXX payable at the office of Jackson Realty in B'ham, Ala on the first

day of each month, during said term, in advance, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX 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 he 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 he 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 XXXXXXXXXXXXXXXXXXXXXXX

used to reduce the present mortgage on said property, and the party of the first part shall make and execute a deed of conveying said property to the party of the second part upon pmt. of \$1000.00 cash equity (warranty) and assumption of present

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 he 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 party of the first part further agrees that he will not subject this property at 528 Creekview Drive to any further encumbrances or mortgages other than the first mortgage presently held by Jackson Realty in Birmingham, Alabama.

IN TESTIMONY WHEREOF We have set our hands and seals in duplicate this day of November 1971.

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