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Shelby Cnty Judge of Probate, AL  
07/30/1974 12:00:00AM FILED/CERT

STATE OF ALABAMA )  
SHELBY COUNTY )

THIS AGREEMENT made and entered into on this the 4th day of June, 1974, by and between George A. Perkins and wife, Beverly B. Perkins, hereinafter sometimes referred to as Sellers, and Arlie Bevan and wife, Jessie Mae Bevan, hereinafter sometimes referred to as Purchasers,

W I T N E S S E T H:

WHEREAS, Sellers own an interest in real estate hereinafter described, and

WHEREAS, Purchasers desire to purchase the interest of the Sellers in the subject real estate;

NOW THEREFORE, in consideration of the premises and in consideration of the agreements hereinafter contained, the Sellers do hereby assign to the Purchasers all of their right, title and interest in that real estate described as follows:

A part of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  and a part of SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 30, Township 19, Range 1 East, more particularly described as follows: Begin at the SE corner of SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of said Section and run North 2° 30' West 20 feet to point of beginning; thence run North 89° 30' West 113.3 feet; thence run North 2° 30' West 612.4 feet to corner of lot sold to Maude Snow; thence along SE line of Snow lot North 48° East 199 feet; thence South 77° East 114.4 feet; thence South 2° 30' East 316 feet; thence South 73° East 440 feet more or less to West line of Mrs. Ruby Thompson property; thence along West line of Mrs. Ruby Thompson property South 2° 30' East 288.8 feet; thence North 89° 30' West 567 feet more or less to point of beginning, containing 8 acres, more or less.

This assignment is on the following terms and conditions:

1. The Sellers own an interest in the above described real estate by virtue of a Lease Sale Contract dated March 2, 1970, wherein James Maines and wife, Rose Maines are the Lessors.

2. In consideration of the sum of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars paid by the Purchasers, the receipt of which is hereby acknowledged, the Sellers have this date assigned and transferred all of their right, title





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and interest in that agreement with James Maines and wife, Rose Mainess, dated March 2, 1970, which is attached hereto and made a part hereof.

3. The Purchasers acknowledge that the Sellers have co-signed a Promissory Note in the amount of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars in favor of City National Bank of Sylacauga and the assignment here made is on the condition that the Purchasers pay the Promissory Note in favor of City National Bank of Sylacauga as it matures and in any event not later than \_\_\_\_\_.

4. In the event the Purchasers fail to pay the Promissory Note due City National Bank of Sylacauga or any installment due then this assignment shall be null and void and the Sellers shall be entitled to the immediate possession of the premises.

5. In the event the Purchasers pay all installments due on the Promissory Note referred to above, then the Purchasers shall be entitled to all of the rights and benefits under the terms of that Lease Sale Contract attached hereto.

6. Purchasers do hereby assume all of the obligations of George A. Perkins and wife, Beverly B. Perkins under the terms of that Lease Sale Contract dated March 2, 1970, including the obligation to pay rent to James Maines and wife, Rose Maines, and in the event the Purchasers default on any rental payments due under the terms of the agreement or in the event that there is any other default under the terms of the Lease Sale Contract, this agreement shall be null and void and the Sellers shall be entitled to the immediate possession of the premises and all payments made by the Purchasers shall be considered as liquidated damages.

IN WITNESS WHEREOF, the parties hereto have hereunto set



their hands and seals this 4th day of June, 1974.

George A. Perkins (SEAL)

Beverly B. Perkins (SEAL)  
Beverly B. Perkins

Arlie Bevan (SEAL)  
Arlie Bevan

Jessie Mae Bevan (SEAL)  
Jessie Mae Bevan

STATE OF ALABAMA )

Lalladay COUNTY )

I, the undersigned authority, in and for said County and State, hereby certify that George A. Perkins and wife, Beverly B. Perkins, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of June, 1974.

Joe C. Cross  
Notary Public

STATE OF ALABAMA )

Shelby COUNTY )

I, the undersigned authority, in and for said County and State, hereby certify that Arlie Bevan and wife, Jessie Mae Bevan, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6 day of

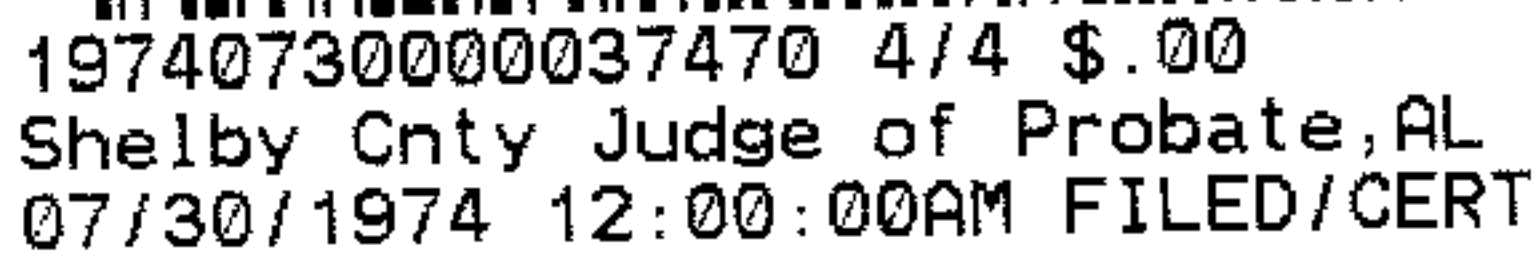
July, 1974.

Fred M. Strother  
Notary Public



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**WELSON**

County

This lease, made 2nd day of March 1940

by and between James Maines and wife, Rose Maines, party of the first part

by and between James H. Perkins and George A. Perkins and wife, Beverly B. Perkins, as joint tenants with right of survivorship, for and during their joint lives and upon the death of either of them, then the survivor of them in fee simple, together with every contingent remainder and right of reversion, as parties of the second part.

WITNESSETH, That the party of the first part does hereby rent and lease unto the party of the second part all that certain part of lot of the second part

part of the following premises in Shelby County, Alabama, to-wit: A part of SE 1/4 of NE 1/4 of Section 30, Township 19, Range 1 East, more particularly as follows: Begin at the SE corner of SE 1/4 of NE 1/4 of said Section and run North 20 feet to point of beginning; thence run North 89° 30' West 113.3 feet; thence to lot 230 West 612.4 feet to corner of lot 230 to Maude Snow; thence along NE line of lot North 48° East 159 feet; thence South 77° East 114.4 feet; thence South 2° 30' East 316 feet; thence South 73° East 440 feet more or less to West line of Mrs. Ruby Thompson property; thence along West line of Mrs. Ruby Thompson property South 2° 30' East 367 feet to point of beginning, containing as more or less.

to the 1st day of February 1980

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of Eight Thousand and No/100----- DOLLARS

of which sum \$ 1,500.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$ 6,500.00 is divided into 120 payments of \$ Seventy-Five and 48/100 Dollars (\$75.48) commencing the first of April, 1970.

each evidenced by notes bearing legal interest, payable at the office of \_\_\_\_\_ on the \_\_\_\_\_

each evidenced by notes bearing legal interest, payable at or before the date of maturity, at the rate of \$ 905.76 per annum. And should the first day of each month, during said term, in advance, being at the rate of \$ 905.76 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 covenants of this Lease by the party of the second part, the party of the second part hereby agrees that they shall be taxed for 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 and party of the first part under this contract, the said party of the second part hereby waives all rights 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, or 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 full warranty 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.

When one-half of the full \$8,000.00 consideration has been paid to Parties of the

[illegible]

First Part, then Parties of the First Part shall deliver to Parties of the Second Part a full warranty deed conveying the above described premises, and Parties of the First Part shall deliver to Parties of the Second Part a note and purchase money. Parties of the First Part agree to pay to Parties of the Second Part the amount of the indebtedness. Parties of the First Part agree to pay to Parties of the Second Part the amount of the indebtedness.

Second Part shall deliver to Parties of the First Part agree to give good and merchantable title free and clear of all encumbrances to Parties of the First Part shall be entitled to the balance of the indebtedness. Parties of the First Part agree to give good and merchantable title free and clear of all encumbrances to Parties of the First Part shall be entitled to the balance of the indebtedness. Parties of the First Part agree to give good and merchantable title free and clear of all encumbrances to Parties of the First Part shall be entitled to the balance of the indebtedness.

vey good and merchantable title, free and clear of all encumbrances. If the Parties of the Second Part fail to do so, Parties of the Second Part shall be entitled to a refund of all amounts paid.

IN TESTIMONY WHEREOF We have set our hands and seals in duplicate this

day of March 1970

Free Maine

James W. Smith

10/10/10

Hy C. Lee