

STATE OF ALABAMA)

COUNTY OF SHELBY)

LEASE-SALE CONTRACT

This lease, made this 11th day of September, 1975, is
by and between Marvin Burnett and wife, Charlotte, hereinafter sometimes called
Lessor and Brantleyville Baptist Church,
hereinafter sometimes called Lessee.

WITNESSETH

Marvin Burnett and wife, Charlotte, do hereby rent and lease unto _____
Brantleyville Baptist Church the following described premises:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

for and during the term of fourteen (14) years, from the 11th day
of September, 1975, to the 11th day of September, 1989.

In consideration whereof Lessee agrees to pay to Lessor the sum of \$1,000.00
in cash this date, and \$ 123.92 on the first day of each month beginning on
October 1, 1975, and continuing each month thereafter until
September 1, 1989.

Should the Lessee fail to pay the rents as they become due, as aforesaid, or
violate any other condition of this Lease, the Lessor shall then have the right, at
it's option, to re-enter the premises and annul this Lease. And in order to entitle
the Lessor 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,
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 Lessee agrees to comply with all
the laws in regard to nuisance, in so far as premises hereby leased are con-
cerned, and by no act render the Lessor liable therefor, and to commit no waste
of property, or allow the same to be done, but to take good care of the same;



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nor to under-lease said property nor transfer this Lease without the written consent of the Lessor, 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 Lessor, on account of the violation of the conditions of this Lease by the Lessee, the Lessee hereby agrees that it shall be taxed with said attorney's fee. And as part of the consideration of this Lease, and for the purpose of securing the Lessor prompt payment of said rents as herein stipulated, or any damage that Lessor 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 Lessor under this contract, the said Lessee hereby waives all right which it may have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the Lessee exempted from levy and sale, or other legal process.

Lessee 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 Lessee has complied with each and all conditions of this Lease, then the Lessor agrees that the rent paid under his Lease shall be considered a payment for said property, and the Lessor shall make and execute a warranty deed conveying said property to the Lessee.

It is further understood and agreed that if the Lessee 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 Lessee forfeits his rights to a conveyance of said property, and all money paid by the Lessee under this contract shall be taken and held as payment of rent



for said property, and the Lessee shall be liable to the Lessor 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 Lessor shall make and execute a deed with a warranty of title conveying said property to the Lessee," shall be a nullity and of no force or effect; and the failure of the Lessee to comply with any of the conditions of this instrument shall ipso facto render the said provision a nullity, and make the said Lessee 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 Lessor.

It is further understood and agreed that if the Lessee should at any time before the maturity thereof desire to pay off the remaining monthly payments, as named herein it 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.

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

this 11th day of September, 1975.

Lorine S. Cantrell
Lorine S. Cantrell

Marvin Burnett (L. S.)
Marvin Burnett
Charlotte Burnett (L. S.)
Charlotte Burnett

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BRANTLEYVILLE BAPTIST CHURCH

By Alfred W. Smith (L. S.)
By John S. Lesley (L. S.)
By S. A. Malone (L. S.)

EXHIBIT "A"

STATE OF ALABAMA
SHELBY COUNTY

I, Allen Whitley, a Registered Surveyor, do hereby certify that this is a true and correct plat or map of a parcel of land located in the Northwest 1/4 of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of said Section 9; thence in an Easterly direction along the North line of said Section a distance of 1152.20 feet; thence 110 degrees 02 minutes 53 seconds right, in a Southwesterly direction, a distance of 301.70 feet to the Point of Beginning; thence 90 degrees left, in a Southeasterly direction, a distance of 290.0 feet to the Northwestern Right of Way Line of Shelby County Highway 17; thence 90 degrees right, in a Southwesterly direction, along said Right of Way, a distance of 90.0 feet; thence 90 degrees right, in a Northwesterly direction, a distance of 454.99 feet; thence 36 degrees 08 minutes 30 seconds right, in a Northwesterly direction, a distance of 54.14 feet; thence 15 degrees 12 minutes 15 seconds right, in a Northwesterly direction, a distance of 74.36 feet; thence 128 degrees 39 minutes 15 seconds right, in a Southeasterly direction, a distance of 255.15 feet to the Point of Beginning.


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JUDGE OF PROBATE

Conrad H. H. H.

Filed Sep 20.00

1975 SEP 15 AM 7:39

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

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