

STATE OF ALABAMA,

SHELBY

COUNTY

This lease, made 28th day of October 1975

by and between James R. Harrison and wife Joan B. Harrison party of the first part

and Charles D. Coppedge and wife Alice Coppedge 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 Shelby County - Trailer and 3/4 acre M/L, Lot # 19, Kelly Drive, Deer Springs Estates, Alabaster, Alabama.



19751111000062980 1/2 \$ .00  
Shelby Cnty Judge of Probate, AL  
11/11/1975 12:00:00AM FILED/CERT

for occupation by them as residence and not otherwise, for and during the term of one (1) year to-wit: from the 3rd day of November 19 75

to the 15th day of November 19 76

IN CONSIDERATION WHEREOF, The party of the second part agrees to pay to the party of the first part the sum of Eight Thousand Seven Hundred and no/100's DOLLARS,

of which sum \$ 500.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$ 8,200.00

is divided into monthly payments of \$ 150.00 with \$50.00 per month credited toward down payment if purchased on or before one year.

each evidenced by notes bearing legal interest, payable at the office of DIXIELand Real Estate Corporation on the 3rd day of November 1975 and on the 15th day of each month thereafter for twelve months

XXXXXXX during said term, in advance, being at the rate of \$ 1,800.00 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 demands 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 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 therefore, 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 condition of this Lease by the party of the second part, the party of the second part hereby agrees that they themselves 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 payments 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 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 this Lease shall be considered a payment for said Trailer and 3/4 acre M/L and furnish title insurance for amount of purchase price.

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 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 happenings of any such event 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 provisions 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 advance payments of all unearned interest, it being intended that only the earned interest shall be collected.

During the option period Dixieland Real Estate Corporation will receive a \$15.00

monthly management fee with a full commission of \$870.00 due and payable upon transfer of title.

When title is transferred seller agrees to hold second mortgage of

\$1,000.00 payable in equal monthly instalments bearing 10% interest amortized over

a three (3) year term. Buyer agrees to pay balance of seller's equity of approxi-

mately \$780.00 in cash and assume seller's existing mortgage balance.\* (Continue on reverse hereof)

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

day of 19

(L. S.)

(L. S.)

See release 284 7-29-76

BOOK 293 PAGE 460

46.00  
\$50.00/month of



If buyer elects not to purchase trailer he understands the \$500.00 down payment and all cumulative monthly payments will be forfeited.

Buyer herein during option period agrees to make all repairs resulting from "normal wear and tear" of the premises and seller will be responsible for major repairs over and above those resulting from normal usage. Seller also agrees to permit buyer to make any real improvements or additions to the property during option period that will enhance its physical condition and increase its property value, but they may do nothing to deplete or reduce its value.

At time of transfer of title Seller and Buyer agree to split closing attorney's fees.

\$300.00 of  
The \$500.00 down payment herein will be disbursed to the Seller. with \$200.00 held in escrow by Dixieland Real Estate Corporation.

This agreement is herewith understood and agreed to by both Buyer and Seller herein to be binding on all of them singly, and severally, and on their spouses, if any, and upon their heirs and assigns or legatees and/or devisees.

Party of the second part has right to sell option to third party who can qualify to assume existing loan on trailer & property.

LEASE SALE CONTRACT	
to	
Price, \$	
Term of Sale	
Monthly Payment, \$	
Beginning	19
Ending	19

Form No. 73-2  
BOOK 295 PAGE 197

Seller James R. Harrison  
Joan B. Harrison

Buyer Charles D. Coppedge  
Alice I. Coppedge

THE STATE OF ALABAMA  
SHELBY COUNTY

I, ROBERT D. MOORE, a Notary Public in and for said County, in said State, hereby certify that James R. Harrison & wife Joan B. Harrison whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28<sup>th</sup> day of October, 1975

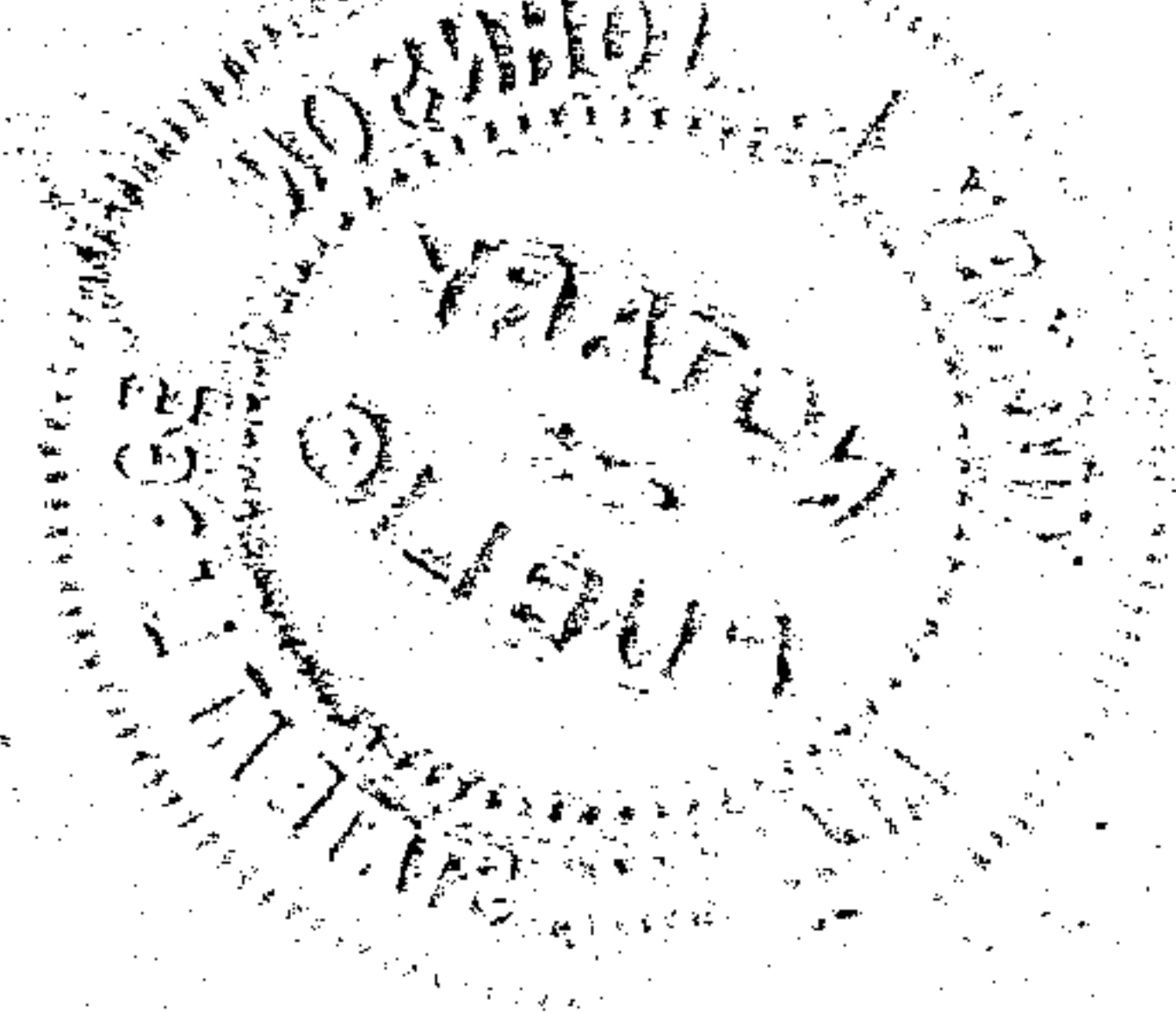
19751111000062980 2/2 \$.00  
Shelby Cnty Judge of Probate, AL  
11/11/1975 12:00:00AM FILED/CERT

THE STATE OF ALABAMA  
SHELBY COUNTY

I, Mickey L. Johnson, a Notary Public in and for said County, in said State, hereby certify that Charles D. Coppedge & wife Alice I. Coppedge whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4<sup>th</sup> day of November, 1975

Mickey Johnson  
Notary Public



Dixieland Real Estate Co.  
Princeton, Ala.  
3500

200  
300  
500