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Shelby Cnty Judge of Probate, AL  
03/09/1977 12:00:00 AM FILED/CERT

STATE OF ALABAMA )

SHELBY COUNTY )

THIS AGREEMENT made and entered into on this the 14<sup>th</sup> day of February, 1977, 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 heretofore entered into an agreement to purchase real estate from James Maines and wife, Rose Maines, on March 2, 1970, and

WHEREAS, Sellers subsequently transferred all of their right, title and interest in that real estate to Purchasers,

WHEREAS, Sellers have now paid all of the existing indebtedness which was due James Maines and wife, Rose Maines, and

WHEREAS, it is the desire of the parties to confirm that Purchasers have acquired all of the rights of James Maines and wife, Rose Maines, to payments due under the contract, it is agreed as follows:

1. That hereafter Purchasers shall make payments due under the terms of that agreement with James Maines and wife, Rose Maines, directly to Sellers.

2. That all of the terms and provisions of that agreement between Sellers, George A. Perkins and wife, Beverly B. Perkins, and James Maines and wife, Rose Maines, are hereby ratified and confirmed, and Sellers hereby agree to execute a Deed in favor

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George Perkins  
R. 1 Box 63

of James Maines and wife, Rose Maines, upon payment in full as provided by the terms of the agreement, a copy of which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 8 day of February, 1977.

George A. Perkins (SEAL)  
George A. Perkins

Beverly B. Perkins (SEAL)  
Beverly B. Perkins

Arlie Bevan (SEAL)  
Arlie Bevan

Jessie Mae Bevan (SEAL)  
Jessie Mae Bevan

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STATE OF ALABAMA )

TALLADEGA 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 8 day of February, 1977.

Reuben W. Phillips  
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 26<sup>th</sup> day of February, 1977.

Mary F. Ware  
Notary Public

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The State of Alabama,

JEFFERSON

County

This lease, made this 1st day of March 1970

by and between James Maines and wife, Rose Maines, party of the first part and George A. Perkins and wife, Beverly E. Perkins, as joint tenants with right of survivorship, for and during their joint lives and upon the death of either of them, then to the next survivor of them in fee simple, together with their heirs, assigns and contingent remaindermen, 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 the following premises in Shelby County, Alabama, to-wit: A part of SW 1/4 of NE 1/4 and a part of SE 1/4 of NW 1/4 of Section 30, Township 19, Range 1 East, more particularly described as follows: Begin at the SE corner of SE 1/4 of NW 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 512.4 feet to corner of lot sold to Maudie Snow; thence along SE line of said 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, as sold or less.

ten (10) years to-wit: from the 1st day of February 1980

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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 1st 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 conditions of this Lease by the party of the second part, the party of the second part hereby agrees that they shall be liable 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 by reason of the surrender quiet and peaceable possession of said premises, as aforesaid, or for any damage whatever, the 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 this 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 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 Second Part shall deliver to Parties of the First Part a note and purchase money mortgage securing the balance of the indebtedness. Parties of the First Part agree to convey good and merchantable title, free and clear of all encumbrances to Parties of the Second Part, and if they 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 2nd

day of March 1970

James Maines (L. S.)

Rose Maines (L. S.)

James Maines (L. S.)

Thomas A. Snowdon

JUDGE OF PROBATE

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