

The State of Alabama,

Shelby County

This lease, made 11th day of May 1978

by and between Jimmy Lewis and Betty Ann Lewis, party of the first part

Donald L. Churchwell and Adelle B. Churchwell, part 1 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 Co. Ala: Lot 7, Spring Estates, 2nd Addition, Map No. 5, Judge of Probate, Shelby Co, Ala. Also 1972 Starburst 65 X 14 Mobile Home, Serial No. 0983

for occupation by them as their home and not otherwise, for and during the term of ten years to-wit: from the 1st day of June 1978 to the 1st day of June 1988.

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of Eighteen thousand (\$18,000) DOLLARS

of which sum \$150.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$17,850.00

is divided into 119 payments of \$150.00 (One Hundred Fifty Dollars)

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 \$1800.00 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.

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 taxed with said attorney's fee.

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 be considered a payment for said property, and the party of the first part shall make and execute a deed warranty 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.

BOOK 312 PAGE 147



1978051500059000 1/1 \$ .00 Shelby Cnty Judge of Probate, AL 05/15/1978 12:00:00AM FILED/CERT

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

Seed 13.50 Rec. 1.50 Index 1.00 16.00

1978 MAY 15 PM 1:31

IN TESTIMONY WHEREOF We have set our hands and seals in duplicate this 11th day of May 1978

Donald L. Churchwell Adelle B. Churchwell

Jimmy Lewis Betty Ann Lewis (L. S.) (L. S.)

Witnesses: Marion Beavers Helen R...

Donald L. Churchwell P.O. Box 114