

LEASE SALE CONTRACT

THE STATE OF ALABAMA)
SHELBY COUNTY)

This lease, made 7 day of November, 1978 by and between William Frank Moore and Christine Moore, parties of the first part and Roy A. Beavers and Margaret E. Beavers parties of the second part:

WITNESSETH That the parties of the first part does hereby rent and lease unto the parties of the second part the following premises in Lot #62 Deer Spring Estates First Addition as recorded in Map Book 5, page 55, Columbiana, Alabama, Shelby County, subjects easements for public utilities, restrictive covenants and mineral mining rights and trailer thereon for occupation as a family dwelling and not otherwise, for and during the term of to-wit: from the 1st day of December, 1978 to the 1st day of April, 1982.

In consideration Whereof, The parties of the second part agrees to pay to the parties of the first part the sum of (\$11,000.00) ELEVEN THOUSAND AND NO CENTS DOLLARS of which sum \$3,000.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$8,000.00 is divided into 40 payments of \$200.00 each payable at 2136 Greensprings Hwy., B'ham, AL on the 1st day of each month beginning December 1, 1978, during said term, in advance. And should the parties 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 parties 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 parties 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 parties 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 parties 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 parties 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 parties of the first part, on account of the violation of the conditions of this Lease by the parties of the second part, the parties of the second part hereby agrees that they shall be taxed with said attorney's fees. And as a part of the consideration of this Lease, and for the purpose of securing the parties of the first part prompt payment of said rents as herein stipulated, or any damaged that parties 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 parties of the first part under this contract, the said parties of the second 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 parties of the second part exempted from levy and sale, or other legal process.

The parties 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 parties of the second part has complied with each and all conditions of this Lease, then the parties of the first part agrees that the rent paid under this Lease

Roy A. Beavers
3945 Bearden Dr.
B'ham, Al

19781107000149620 1/2 \$.00
Shelby Cnty Judge of Probate, AL
11/07/1978 12:00:00AM FILED/CERT

BOOK 316 PAGE 546

See Release Mue. Book 410-7e 700 (11-11-82)

LEASE SALE CONTRACT
PAGE TWO



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Shelby Cnty Judge of Probate,AL
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shall be considered a payment for said property, and the parties of the first part shall make and execute a warranty deed conveying said property to the parties of the second part.

It is further understood and agreed that if the parties of the second part fails to pay the monthly rent as it becomes due; and becomes as much as 90 days in arrears during the first year of the existence of this Lease, or as much as three months in arrears on such payments at anytime 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 parties of the second part forfeits his rights to a conveyance of said property and all money paid by the parties of the second part under this contract shall be taken and held as payment of rent for said property, and the parties of the second part shall be liable to the parties 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 parties of the first part shall make and execute a deed with a warranty of title conveying said property to the parties of the second part," shall be a nullity and of no force or effect; and the failure of the parties 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 parties 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 parties of the first part.

Parties of the second part agree to maintain a policy of insurance on the trailer located on said lot covering said trailer from fire, storm, flood and wind damages.

Parties of the second part agree that if any rent payment is paid later than the fifth day of the month, then the parties of the second part will pay an additional Five (\$5.00) Dollar late charge.

It is further understood and agreed that if the parties 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.

IN TESTIMONY WHEREOF We have set our hands and seal in duplicate this 7 day of November, 1978.

Gay & Brewer (L.S.)

Margaret E. Beavers (L.S.)

Williams Franks, No. 1152

Christine Moore (L.S.)

STATE OF ALA. SHELBY CO.
I HEREBY CERTIFY THIS
DOCUMENT WAS FILED

1976 NOV 29 AM 10: 09

Thomas C. Linnert, Jr.
JUDGE OF PROBATE

ced. Tax	3.00
Inty. Tax	12.00
Rec.	3.00
shdp	1.00
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	19.00