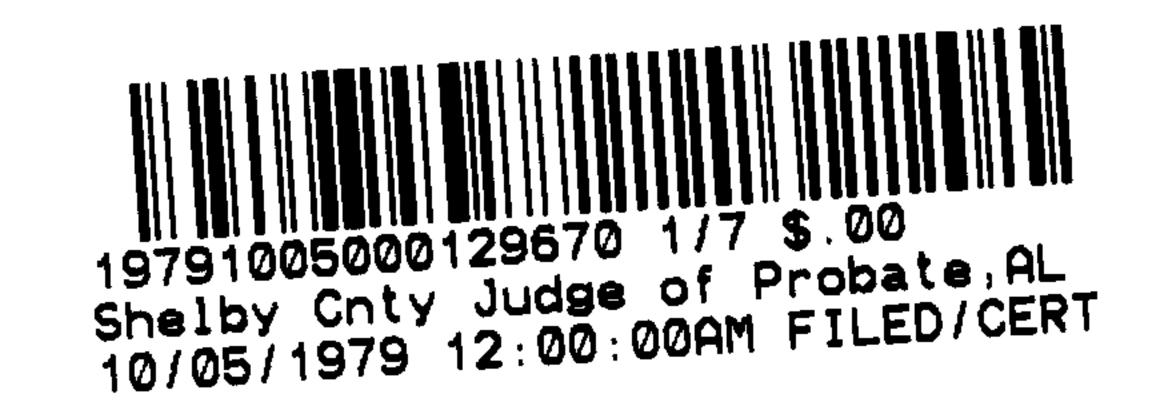
STATE OF ALABAMA)

JEFFERSON COUNTY)



LEASE SALE CONTRACT

THIS LEASE made the 29th day of September, 1979, by and between Marshall Hughes and wife, Lorine Hughes, parties of the first part, and Gene Carter and wife, Victoria Carter, 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 described premises situated in Shelby County:

From the SE corner of Lot #11, in Block #51, according to the map of plat of South Calera as the same is of record in the Office of the Judge of Probate of Shelby County, Alabama; run thence in a Northerly direction and along the West right of way line of Montgomery Avenue 258 feet and to the point of beginning of the land hereby described; and from said point as the point of beginning, run thence in a Westerly direction 134-1/2 feet to a point; thence run in a Southerly direction and parallel to the East line of said Block to the South line of said Block; and being also the North margin of 7th Street; thence run in a Westerly direction on and along the South line of said Block to SW corner of Block 51; thence run in a Northerly direction on and along the East right of way of Mobile Avenue and to the NW corner of said Block 51 and to the South margin of 8th Street; thence run in an Easterly direction on and along the North line of Lot 24 to the NE corner of said Lot 24 and thence in a Southerly direction 43 yards to the SE corner of the property now, or formerly owned by Frank I. Washington and Annie Grace Washington; thence run in an Easterly direction on and along the South line of the Frank I. Washington and Annie Grace Washington lot 53 yards to the West margin of Montgomery Avenue and thence run in a Southerly direction on and along the West right of way line of Montgomery Avenue to the Point of beginning. Lying and being in the NW-1/4 of the SW-1/4 of Section 11, Township 24, Range 13 East, Shelby County, Alabama.

LESS AND EXCEPT THE LANDS described in deeds recorded in the Probate Office of Shelby County, Alabama in Deed Book 245, Page 586, and in Deed Book 309, page 43.

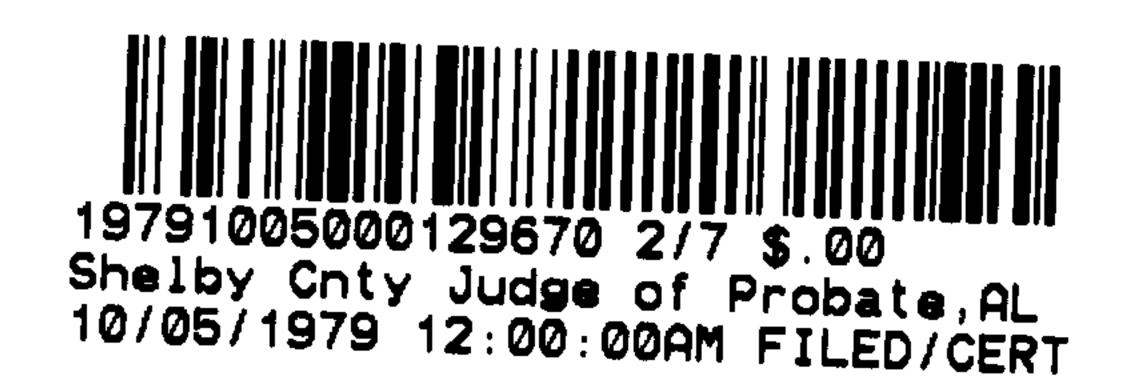
ALSO LESS AND EXCEPT the 15' by 50' parcel of land which was excepted from the deed recorded in said Deed Book 245, page 586.

It is agreed by all parties hereto that this premises is to be used by the party of the second part as a residential

13) aushace Idaugha 13.0.1304 226 Ehanner Osa. 35-142 home and not otherwise, without the prior written consent of the party of the first part, for and during the term of ten years (120 months) to-wit: from the first day of November, 1979, until the 1st day of October, 1989.

In consideration whereof the party of the second part agrees to pay to the party of the first part the sum of Twenty-seven Thousand Dollars (\$27,000.00) plus interest on the unpaid portion thereof at eight percent (8%) per annum which sum, including principal and interest, shall be paid in the following manner:

- 1. That the party of the second part agrees to pay to the party of the first part the sum of Five Hundred Dollars (\$500.00) on the first of each month commencing on November 1, 1979, until May 1, 1982.
- That on May 1, 1982, the party of the first part and the party of the second part mutually understand and agree that they will decide what future monthly payments shall be made by the party of the second part to the party of the first part, which sum will be mutually agreed upon by both parties hereto. If the parties hereto are not able to reach a figure for monthly installments due on the first of each month from June 1, 1982, until the payment of this full indebtedness, including interest and principal, all parties hereto mutually understand and agree that the party of the second part shall agree to pay to the party of the first part the sum of Five Hundred Dollars (\$500.00) on the first of each month beginning June 1, 1982, until such time as the full indebtedness, principal and interest, evidenced by this agreement is paid to the party of the first part by the party of the second part.
- 3. It is the intent of all parties hereto that on May 1, 1982, all parties hereto shall in good faith, attempt to reach a mutually agreed upon figure which will be paid by



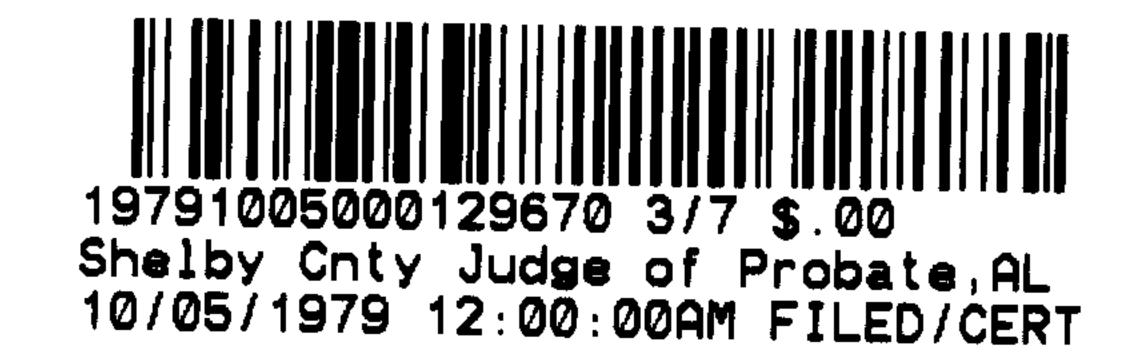
the party of the second part to the party of the first part for all installments due after May 1, 1982 until the full indebtedness, interest and principal, is paid in full to the party of the first part.

It is mutually understood and agreed by all parties hereto that if the party of the second part fails to make the monthly installments due to the party of the first part, pursuant to the terms and conditions set out herein, on or before the 10th of each month, the party of the second part shall pay to the party of the first part in addition to the sums as set out herein, a sum equal to five percent (5%) of the installment due for said month. This will be in the form of late charges and shall be in addition to those sums already due to the party of the first part.

It is agreed by all parties hereto that the first installment due under this Lease shall be due November 1, 1979, and shall be due the first of each month thereafter until said indebtedness shall have been paid in full including eight percent (8%) per annum on the outstanding balance of said indebtedness. This indebtedness shall be evidenced by one promissory note dated October 1, 1979, executed by all parties hereto.

All monthly installments due hereunder shall be paid to the party of the first part at P. O. Box 226, Shannon, Alabama, 35142, or at such other place designated by the party of the first part after giving notice of the same to the party of the second part.

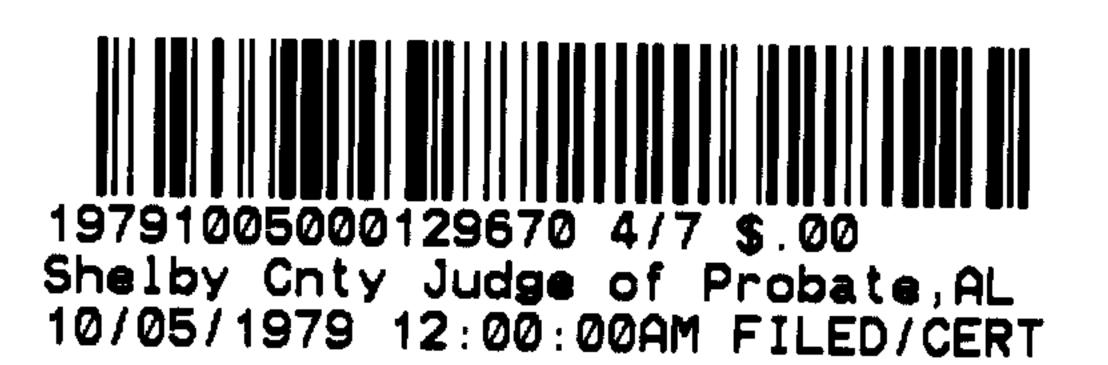
It is agreed by all parties hereto that should the party of the second part fail to pay the rents as they become due as aforesaid, or violate any other conditions of this lease, the party of the first part shall then have the right, at their option, to re-enter the premises and annul this lease. It is agreed by all parties hereto that all



amounts paid prior thereto shall be considered rent and that no portion thereof shall be refundable to the party of the second part.

It is further agreed by all parties hereto that 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. The party of the second part agrees to comply with all of the laws in regard to nuisance, insofar as premises here by lease are concerned, and by no acts render the party of the first part liable therefor, and to commit no waste of property or to allow the same to be done, but to take good care of the premises which is the basis of this lease; nor to under-lease said property or transfer the lease without the written consent of the party of the first part, hereon endorse; and further said lease being terminated, to surrender quiet and peaceful possession of the premises, in as good order at the commencement of said term, natural wear and tear excepted. It is agreed by all parties hereto that the party of the second part shall have no right to sub-let nor assign any of its rights and privileges as set out herein.

In the event of an employment of an attorney by the party of the first part, on account of the violations 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 fees. As a further part of the consideration of this lease, and for the purpose of securing the party of the second part's payments of said rents as herein stipulated, or any damages that party of the first part may suffer

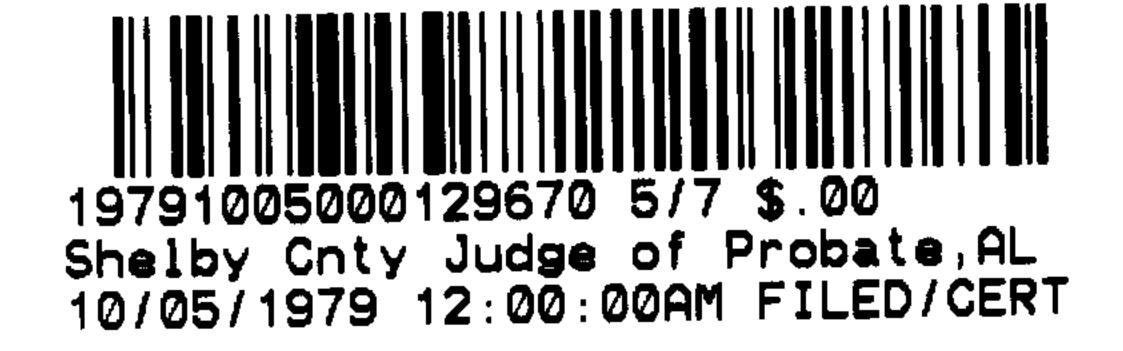


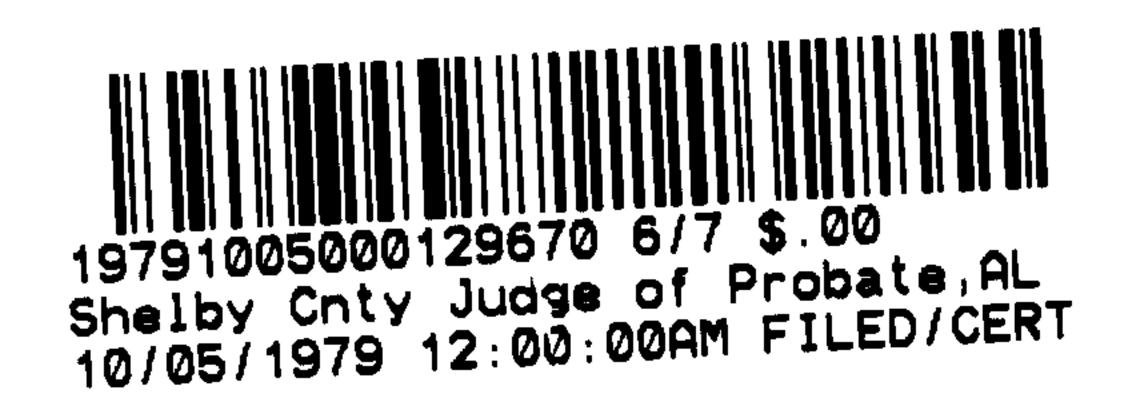
either by failure to surrender quiet and peaceful possession of said premises, as aforesaid, or for any damages whatever may be awarded said party of the first part under this contract, the said party of the second part hereby waives any rights which they might have under the Constitution and laws of the State of Alabama, to have any personal property of the second part exempt 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 lease, that if the party of the second part has complied with each and every condition of said lease, the party of the first part agrees that the rents paid under this lease shall be considered a payment for the said property, and the party of the first part shall make and execute a joint survivorship warranty deed conveying said property to the party of the second part.

The party of the second part further agrees that they shall be responsible for maintaining fire insurance on said premises and further that they shall assume and be responsible for all premiums due under policy number F169606 with Alabama Farm Bureau Insurance Company which has been issued to the party of the first part and which shall be paid by the party of the second part upon their receipt of notice of said Premium being due by the party of the first part on said policy. It is further agreed that if the party of the second part fails and/or refuses to make said premiums at such future time as they may become due after receipt of notice of the same being due by the party of the first part, the party of the first part has the option to pay said





premiums and add such premiums on the indebtedness owed to the party of the first part by the party of the second part herein.

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 two 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, 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

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interest, it being intended that only the earned interest shall be collected.

IN WITNESS WHEREOF, we have set our hands and seals this the 24 day of September, 1979.

PARTIES OF THE FIRST PART:

with hughing Marsha'll Hughes

Darine Lugher

Lorine Hughes

PARTIES OF THE SECOND PART:

M.Fg. 40.50 Ruc. 10.50 3001-5 1 2:47

Gene Carter

Victoria Carter

STATE OF ALABAMA JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Marshall Hughes and wife, Lorine Hughes, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day, that being informed of the contents of said . instrument, they executed the same voluntarily.

Given under my hand and seal of office, this 74^{-1} of September, 1979.

Notary Public

My Commission Expires: 6-5-80

STATE OF ALABAMA JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gene Carter and wife, Victoria Carter, whose names are signed to the forez going, and who are known to me, acknowledged before me Qn'... this day, that being informed of the contents of said instrument, they executed the same voluntarily.

Given under my hand and seal of office, this 24^{24} September, 1979.

Notary Public

My Commission Expires: