

The State of Alabama, {
SHELBY County

370

This lease, made _____ day of November 19 80

by and between E. C. Shaw and wife, Blanche Shaw, their heirs, successors and assigns, party of the first part
and James E. Hughes
and Betty D. Brasher, their heirs, successors & assigns, party 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: Begin at SW corner of SW 1/4 of NW 1/4 of Sec. 30, Township 20 South, Range 1 East; thence run North along the West line of said Section 666.14 feet; thence turn right 92 deg. 01 min. Easterly 260.98 feet; thence turn right 87 deg. 58' Southerly 666.40 feet to the South line of said 1/4 1/4; thence turn right 92 deg. 06' Westerly along said South line 261.09 feet to point of beginning, said property contains 3.99 acres, more or less. their
for occupation by them, / heirs, successors & assigns and not otherwise, for and during the term of five years to-wit: from the 11th day of November 19 80 to the 11th day of November 19 85. and Central Bank

In Consideration Whereof, The party of the second part agrees to pay to the party of the first part the sum of \$8,372.01, on a monthly basis for a period of five years, beginning December 15, 1980 and the party of the second part further agrees to pay party of the first part the sum of \$200.00 this date and the sum of \$50.00 per month beginning Dec. 15, 1980 for a period of six months, and the final sum of \$500.00, on June 15, 1981.

each evidenced by notes bearing legal interest, payable at the office of _____ on the _____ day of each month, during said term, in advance, being at the rate of \$ _____ 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 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 payment 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 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 his Lease shall be considered a payment 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.

19801112000129000 1/2 \$.00
Shelby Cnty Judge of Probate AL
11/12/1980 12:00:00 AM FILED/CERT

IN TESTIMONY WHEREOF, We have set our hands and seals in duplicate, this 11th day of November 1980

E. C. Shaw (L.S.)
Blanche Shaw (L.S.)
Betty D Brasher (L.S.)
James E. Hughes (L.S.)

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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that BETTY D. BRASHER, E. C. SHAW AND BLANCHE H. SHAW, JAMES E. HUGHES, whose names are signed to the foregoing Lease Sale Contract, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the said contract, they executed the same voluntarily on the day the same bears date.

Given under my hand this 11th day of November, 1980.



19801112000129000 2/2 \$.00
Shelby Cnty Judge of Probate, AL
11/12/1980 12:00:00 AM FILED/CERT

Paul W. Smith
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
11/12/1980 12:00:00 AM

1980 NOV 12 AM 10:28

Paul W. Smith
Notary Public

Rec 3.00
Jud 1.00

4.00