

369

This instrument was prepared by  
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ATTORNEY AT LAW  
Spitler Building - Suite 120  
1970 Grand Star South Office Bldg.  
PELHAM, ALABAMA 35124

STATE OF ALABAMA )

SHELBY COUNTY )

OPTION

In consideration of Five Thousand and no/100 Dollars (\$5,000.00) in hand paid by Ralph D. Jones and wife, Patricia Anne Jones (hereinafter for convenience called "Jones"), to David Cleaveland and wife, Wilma Cleaveland (hereinafter for convenience called "Cleaveland"), the receipt and sufficiency are hereby acknowledged by Cleaveland, and the covenants and conditions set out and/or incorporated herein, the parties of this Option agree as follows:

1. On or before April 30, 1986, Jones may purchase from Cleaveland the real property made the subject of this Option for Nine Thousand and no/100 Dollars (\$9,000.00) subject to the existing first mortgage held by Real Estate Financing, Inc. The present mortgage with Real Estate Financing, Inc. contains Paragraph No. 17 which provides that Real Estate Financing, Inc. and/or the investor for this loan, has the right, in advance, of any assumption of the present mortgage, to approve the credit of the purchaser, to increase the interest rate and to charge a substantial transfer fee. It shall be Jones' responsibility to apply for and secure approval of the assumption upon exercise of this Option, if Jones decides to assume this mortgage. Jones will, of course, have the option of refinancing this loan or paying cash to satisfy this mortgage.

2. In the event this Option is exercised, the conveyance shall include all improvements on the real property.

3. The property made the subject of this Option is situated in Shelby County, Alabama, and more particularly described as:

Lot 5, Block 4, according to the Survey of Green Valley, as recorded in Map Book 7, Page 10, in the Probate Office of Shelby County, Alabama.

Cleaveland acknowledges that this property is not in a flood plain.

Daniel M. Spitler

4. Cleaveland agrees to furnish Jones a standard form title insurance policy, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring Jones against loss on account of any defect or encumbrance in the title, unless herein excepted. In the event both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between Cleaveland and Jones provided the mortgagee is not Cleaveland. Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by Cleaveland.

63  
PAGE  
45

5. The taxes, as determined on the date of closing, insurance and accrued interest on the mortgages, if any, are to be prorated between Cleaveland and Jones as of the date of deliver of the deed, and any existing advance escrow deposits shall be credited to Cleaveland. Cleaveland will keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed delivered.

BOOK

6. Cleaveland shall have a reasonable length of time within which to perfect title or cure defects in the title to the said property after Jones notifies Cleaveland, in writing, that they are exercising this Option. Possession is to be given upon the delivery of the deed.

7. Cleaveland agrees to convey said property to Jones by survivorship warranty deed free of all encumbrances, except as hereinabove set out and Cleaveland and Jones agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds.

8. The commission payable to the agent in this Option is not set by the Birmingham Area Board of Realtors, Inc., but is negotiable between Cleaveland and the Agent, and in this Option, Cleaveland agrees to pay First Real Estate Corporation, as Agent, a sales commission in the amount of Two Thousand Nine Hundred Forty and no/100 Dollars (\$2,940.00) for negotiating this Option,

one-half upon execution of the Option, and one-half in the event the Option is exercised.

9. As a further condition of the exercise of this Option, Jones must be in compliance with the lease executed between the parties on even date herewith, attached as Exhibit "A".

10. The Agent makes no representation or warranty of any kind as to the condition of subject property.

11. Cleaveland warrants that he has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alteration to said premises that have not been satisfactorily made. Cleaveland warrants that there is no unpaid indebtedness on the subject property except as described in this Option. These warranties shall survive the delivery of the above deed.

12. This Option states the entire agreement between the parties and merges in this agreement all statements, representations and covenants heretofore made, and any agreements not incorporated herein are void and of no force and effect.

Done this 10<sup>th</sup> day of May, 1982.

Witnesses:

Bob Moore  
[Signature]

Bob Moore  
[Signature]

William L. Taylor  
Caroline Magath

William L. Taylor  
Caroline Magath

Ralph D. Jones  
RALPH D. JONES

Patricia Anne Jones  
PATRICIA ANNE JONES

David Cleaveland  
DAVID CLEAVELAND

Wilma Cleaveland  
WILMA CLEAVELAND

EXHIBIT A

Form for Residences, Small Stores and Apartments, Where Heat, Etc., NOT FURNISHED

STATE OF ALABAMA, } THIS LEASE, made this day of April, 1982 by and between  
JEFFERSON COUNTY. }

David Cleaveland and wife, Wilma Cleaveland

(Party of the first part, hereinafter called "Lessor")

Ralph D. Jones and wife, Patricia Anne Jones

(party of the second part, hereinafter called "Lessee")

WITNESSETH: That the LESSOR does hereby lease and rent unto the LESSEE the following described premises, in the City of Birmingham, viz: Shelby County, Alabama, to-wit:

Lot 5, Block 4, according to the Survey of Green Valley, as recorded in Map Book 7, Page 10, in the Probate Office of Shelby County, Alabama

for occupation and use as single family residence and not otherwise  
for and during the term of four (4) years, to-wit:

From the 1st day of May, 1982 to the 30th day of April, 1986

IN CONSIDERATION WHEREOF, the LESSEE agrees to pay to said Agents for said LESSOR, AT THEIR OFFICE, in Birmingham, Alabama, on the FIRST DAY OF EACH MONTH of said term, in advance, as rent for the premises herein leased, the sum of Four Hundred Sixty Five-----Dollars (\$ 465.00 ) per month, being at the rate of Five Thousand Five Hundred Eighty-----Dollars (\$ 5,580.00 ) per annum.  
\*See modification of rent, on reverse hereof

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS, AND COVENANTS:

BOOK 45 PAGE 65

- 1 The Lessor covenants to keep the Lessee in possession of said premises during said term, provided, however, that the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession thereof unless such failure or inability be due solely to the acts of the Lessor.
- 2 Nothing herein contained shall be construed as a warranty that said premises are in GOOD CONDITION or FIT or SUITABLE for the use and purposes for which they are hereby let.
- 3 The Lessor shall not be REQUIRED to make any repairs or do any work on or about said premises or any part thereof, or on any premises connected therewith, but not hereby leased, unless and only to the extent hereinafter set out. However, the Lessee hereby gives the Lessor, or said Agents, the right to enter said premises at any reasonable hour to make such repairs and to do such work on or about said premises as Lessor may be lawfully required to make, or deem necessary. The Lessee hereby gives the Lessor, or said Agents, the right to VISIT and INSPECT said premises at all reasonable times and to show said premises to prospective tenants or purchasers, and to display "For Rent" and "For Sale" signs on or about said premises at any time.
- 4 The Lessee herein agrees NOT to make any ALTERATIONS in said building or premises, or on about any premises connected therewith, but not hereby leased, nor to paint upon or attach any signs, wires or other material, other structure, apparatus or radio antennas without the written consent of the Lessor, or said Agents.
- 5 The Lessee further agrees with the Lessor: That light housekeeping shall not be permitted or suffered in said premises and that only the kitchen shall be used for cooking without the written consent of said Lessor or his agents, that the Lessee will replace all glass broken and keys lost or broken, if, and when broken and lost, will pay all bills for water, gas and electricity used on or about said premises to take good care of said premises, commit no waste of property or permit same to be done, and to keep in good condition all water closets, lavatories, fixtures and other plumbing and all electrical wires and fixtures, and to clear all sewers that may become stopped; that Lessee will promptly repair and make good all injury or damage to said premises caused by the Lessee, members of Lessee's family, or any other person or persons on or about said premises, and that falling so to do the Lessor, by giving five days notice to the Lessee, may repair and make good the same at the cost of the Lessee, and such cost shall be considered as additional rent for said premises, secured by landlord's lien, and that the Lessee will pay the Lessor on the first day of the month following the month in which the same were incurred by the Lessor; that the Lessor shall have a lien upon all goods, furniture and effects and fixtures of the Lessee on said premises, or to be placed thereon during said term, for the rent for the full term hereof and for any other amounts owing or accruing hereunder, in addition to the statutory landlord's lien.
- 6 In the event the Lessee fails to pay any one or more of said installment of rent, or any other amount owing or accruing hereunder, as and when due, or if the Lessee removes, or attempts to remove, or permits to be removed from said premises, without the written consent of the Lessor or his agents, any of the goods, furniture, effects or other property of the Lessee brought thereon, without first paying in full all rent herein reserved for the entire term, or if an execution or other legal process is levied upon said goods and chattels, or upon the interest of the Lessee in this lease, or if a petition in bankruptcy is filed by or against Lessee, or an assignment for the benefit of creditors is made by Lessee, or if a receiver of Lessee's property is appointed, or if the Lessee uses or permits any part of the premises to be used for any immoral, illegal or purpose prohibited by State, County, City or Federal Laws, or if Lessee uses or permits the same to be used for any other purpose than for which the premises are hereby let, or if the Lessee vacates before the expiration of said term without the written consent of the Lessor or his agents, or if the Lessee fails to allow Lessor, or Agents, to show said premises, or if Lessee violates any of the other terms, conditions or covenants herein contained, then, and upon the happenings of any one or more of said events, Lessor or his agents may, at their option, mature and make due and payable, all rent reserved herein, immediately upon giving written notice to said Lessee. The Lessor or his agents may, whether the above option is exercised or not, terminate this lease upon the happenings of any one or more of the above events, and may upon giving twenty-four hours written notice to Lessee terminate this lease, re-enter, take possession and re-let said premises. The said rights of the Lessor or his agents to mature said rents and to terminate this lease, as above provided, shall be and remain in full force and effect continuously after the happenings of any one or more of the said events, and the failure of Lessor or his agents to exercise said rights, or either of them, shall not be deemed a waiver or relinquishment thereof. No re-entry hereunder shall bar the recovery of rent or damages for breach of any of the terms, conditions or covenants on the part of the Lessee herein contained. The receipt of rent after breach or condition broken shall not be deemed a waiver or forfeiture or a waiver of the right of the Lessor or his agents to terminate said lease, to re-enter or re-let said premises.
- 7 If the Lessee vacates said premises before the expiration of said term, without the written consent of the Lessor or his agents, the Lessor or his agents may re-enter, and re-let same, from time to time, without notice to the Lessee, as the Agent of Lessee, and such re-entry and re-letting shall not discharge the Lessee from any liability for rent nor from any of the terms, conditions or covenants of this lease; and the Lessee shall make good to the Lessor the difference, if any, between total as provided in the within contract and the total rental collected and remitted from such sub-tenant or tenants.
- 8 Lessor may terminate this lease upon the expiration or termination of any terms for which Lessor or his agents may re-let the same as Agent of the Lessee, by giving two days notice therefor to the Lessee in writing.
- 9 The Lessee shall not under-lease, sub-let or sub-rent said premises, or any part thereof, or transfer or assign within lease, without the written consent of the Lessor or his agents. Each transfer and assignment, and each sub-letting or renting of said premises, unless the written consent of the Lessor or his agents be first obtained, shall be and is null and void, at the option of the Lessor or his agents. It is expressly understood and agreed that the Lessee is NOT RELEASED from any liability for rent or from any of the conditions and covenants of the within contract when so transferred.
- 10 THIS LEASE SHALL BECOME NULL AND VOID in the event the said building should be entirely destroyed or rendered entirely unfit or incapable of being used for the purpose for which the same is hereby let, by fire or other casualty, beyond the insured

62. of the Lessee, Lessee's family or other occupants of within leased premises, or in the event said building should be condemned and  
63. the Lessor or his agents be forced to tear down and remove said building by the State, County or City authorities, and the liability  
64. of the Lessee for the rents thereafter accruing hereunder shall cease upon the happening of either of said events and such condemnation  
65. by said authorities, destruction or injury shall operate as a cancellation of this lease and Lessee shall thereupon at once give up  
66. possession without further notice from Lessor or Agents, surrender possession of said premises to the Lessor or his agents, and rent  
67. shall be payable only to the time of said surrender.

68. If said premises are so injured, by fire, rain, wind or earthquake as to render the same partially untenable or partially unfit  
69. for the use or purpose for which the same are hereby let and are repairable within a reasonable time after written notice of said  
70. injury is given by Lessee to the Lessor or his Agents, then, and in any of those events, the Lessor or Agents may repair the same  
71. within said time, and the rent during said time shall be reduced in the proportion that said premises in said untenable or unfit  
72. condition bears to said premises in their condition before said injury, provided, however, that in the event Lessor or his agents  
73. fail to commence said repairs within thirty days after Lessee shall notify Lessor or his agents of such injury, this lease may be termina-  
74. ted by Lessee by written notice at any time after the expiration of said thirty days, and before said repairs are commenced by Lessor  
75. or his agents.

76. It is expressly understood and agreed that the Lessor or his agents are in no wise responsible for any damage that may accrue  
77. caused by repairing, restoring, or rebuilding said premises as above provided; nor shall the Lessor or his agents be liable for any  
78. damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of any pipes, toilets, plumb-  
79. ing, electric wires, or fixtures, gas pipes, fixtures, apparatus, or connections, or any of them, or caused by or growing out of any  
80. defects in said premises, or any part thereof, or by fire, wind, rain or other cause, or during the repairing, alteration, or construction  
81. thereof.

82. The Lessee further agrees that, upon the termination or expiration of the within lease, to surrender quiet and peaceable possession  
83. of said premises in the like good order as at the commencement of said term, and notice so to do is hereby waived. It is further  
84. understood and agreed that if the Lessee shall continue in possession of any part of said premises after the expiration of the afore-  
85. said term without the written consent of Lessor or his agents, then this lease, at the option of the Lessor or his agents, shall continue  
86. in full force until the next succeeding September thirtieth, with all conditions, covenants, and terms herein set forth except that the  
87. rental of said premises shall be DOUBLE THE AMOUNT herein fixed.

88. The Lessee hereby agrees that any written notice addressed to him in care of the premises herein leased or left on leased premises  
89. shall be legal notice the same as if personally served.

90. The Lessee agrees to pay the Lessor or his agents a reasonable attorney's fee in the event of the employment of an attorney  
91. to collect any rents, damages, or amounts that may become due by the Lessee under the within contract, or to file and prosecute a  
92. suit against Lessee or one holding under this lease for unlawfully withholding possession of said premises, or to protect the interest  
93. of the Lessor in the event the Lessee is adjudged a bankrupt or legal process is levied upon the goods and chattels of the Lessee  
94. in or upon said premises, or because of the violation of any of the terms, conditions, or covenants on the part of the Lessee herein  
95. contained. In order to further secure prompt payment of said rents, or any other amounts, as and when the same mature, and the  
96. faithful performance by the Lessee of all and singular the terms, conditions, and covenants on the part of said Lessee herein contained,  
97. and all damages and costs that the Lessor or his agents may sustain by reason of the violation of said terms, conditions, or covenants,  
98. of any of them, the Lessee does hereby waive any and all right to claim or have any personal property of the Lessee except from levy  
99. or other legal process under the Constitution and Laws of the State of Alabama or any other State of the United States.

100. IN TESTIMONY WHEREOF, we have hereunto set our hands, in duplicate, the day and year first above written.

Lessor and Lessee have, on even date herewith, executed an Option to purchase the property made  
the subject of this lease. Lessee may exercise said Option on or before April 30, 1986 only in  
the event Lessee is in compliance with all terms and conditions of this lease, except that this  
Option may be exercised in the event the monthly payments are no more than thirty (30) days in  
arrears.

The monthly payment shall increase by an amount equal to any increase in Lessor's required escrow  
for taxes and insurance.

Lessee also agrees to pay a late charge of Ten Dollars (\$10.00) for each monthly rental payment  
not made within five (5) days of due date,  
and Three Dollars (\$3.00) additional late  
charge per day for each day thereafter,  
until paid.

X David Cleaveland (L. S.)  
DAVID CLEAVELAND Lessor.

X Wilma Cleaveland (L. S.)  
WILMA CLEAVELAND Lessor

X Ralph D. Jones (L. S.)  
RALPH D. JONES (Tenant Sign Above) Lessee.

X Patricia Anne Jones (L. S.)  
PATRICIA ANNE (Tenant Sign Above) Lessee.

JONES  
APPROVAL OF OWNER

STATE OF ALA. SHELBY CO.

I CERTIFY THIS  
INSTRUMENT WAS FILED

1982 MAY 12 AM 10:51

Rec. 7.50  
Ind. 1.00  
8.50

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

The property described in within contract is owned by the undersigned who hereby ratifies and approves the execution of  
within lease by Agents, and in consideration of the securing of said tenant the undersigned agrees for  
himself, his heirs and assigns the said Agents, their heirs, successor or assigns shall have during the  
term of this lease, or any renewal, extension or re-leasing thereof, the right to collect all rents due thereunder and to retain  
a commission of for such service, and hereby agrees to notify any purchaser, before closing trade for pur-  
chase of within property, of the existence of within contract and to make sale subject to said contract.

(Owner)

LEASE

RESIDENCE, SMALL STORES AND  
APARTMENTS

FROM

FOR

TO

Landlord

Lessee Dated

Rent Begins

Lease Expires

Entered Landlord Register

Entered Tenant Register

And Made

Entered Expiration Register