

STATE OF ALABAMA,

SHELBY COUNTY

This lease, made _____ day of June 19 83

by and between Daniel Britton, Sr. & Clara Britton party of the first part

and Thomas J. Kennedy & Frances P. Kennedy part Y of the second part:

WITNESSETH, That the party of the first part does hereby rent and lease unto the part Y of the second part the following premises in

DESCRIPTION OF REAL ESTATE ATTACHED HERETO AS EXHIBIT "A"

ALSO, a 1972 Festival 14' x 70' mobile home & utility shed. Said mobile home and shed are sold as is and where they are situated. It is understood that they are not furnished. Party of the Second Part will maintain the present insurance on said mobile home and shall furnish copy of the policy to the Party of the First Part

for occupation by them as residence and not otherwise, for and during the term of 10 years to-wit: from the 1st day of August 19 83

to the 1st day of July 19 93

IN CONSIDERATION WHEREOF, The party of the second part agrees to pay to the party of the first part the sum of Twenty-five Thousand and no/100----- DOLLARS,

of which sum \$10,000.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$15,000.00 is divided into 120 payments of \$ 198.23

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 \$ 10% 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 demands 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 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 therefore, 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 condition 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 payments 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 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 this 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 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 happenings 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 provisions 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 advance payments of all unearned interest, it being intended that only the earned interest shall be collected.

IN TESTIMONY WHEREOF We have hereunto set our hands and seals in duplicate this

day of June 19 83.

Daniel Britton Sr. Daniel Britton, Sr. Clara Britton Clara Britton

Thomas J. Kennedy (L.S.) Frances P. Kennedy (L.S.)

RT 1, Box 113 Chelsea, AL 35043

BOOK 357 PAGE 668

Exhibit 'A'

Shelby

County, Alabama to-wit:

Commence at the S.W. Corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 28, Township 19, Range 1 East as established by survey dated May 15, 1974; thence run East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 110 feet to a point, thence run in a northerly direction, parallel to the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section to the South right of way line of new U.S. Highway No. 280; thence run in a Southwesterly direction along the south right of way line of new U.S. Highway 280 to the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence run Southerly along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 105 feet, more or less, to the point of beginning.

ALSO, commencing at the NE corner of this property, there shall run a driveway easement at angle to south of easement, total of easement with this property shall equal 15,000 square feet, more or less.

BOOK 357 PAGE 669

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

1984 JUL 27 PM 12:37

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

Deed TAX 10.00
Mtg TAX 22.50
Rec 5.00
Jud 38.50