

LEASE

This agreement, entered into this 21st day of November, 1981, between W. L. Freil and wife, Lillie Mae Freil, hereinafter called the Lessor, and James William Forstman and wife, Ruth Anne Forstman, hereinafter called the Lessees.

Witnesseth, that in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed the said Lessor does hereby lease to the said Lessee ^{those put WLF} ~~that~~ certain buildings and lot described as follows:

^{WLF} Lot 3 according to Deer Springs Estates Subdivision as shown by map recorded in Map Book 5 page 38 in the Probate Office of Shelby County, Alabama, being situated in the NW $\frac{1}{4}$ of Section 20, Township 20 South, Range 2 West.

To hold the said premises hereby lease unto the said Lessee from the 5th day of February, 1982 to the 5th day of February, 1985, the said Lessee paying therefore the rent of \$450.00 a month as follows:

Lessee is to pay to Lessor on February 5, 1982 ^{WLF} \$450.00 on the 5th day of each and every month thereafter to and through February 5, 1985. Possession by purchasers to be on or before JAN. 5, 1981 ^{WLF}

Lessor covenants with the Lessee that the Lessee paying the rent when due as aforesaid, shall peaceably and quietly use, occupy and possess the said premises for the full term of this lease without let, hindrance, eviction, molestation or interruption whatever, excepted as provided below, and the said Lessee covenants with the Lessor:

- 1) To pay said rent hereinbefore reserved at the time at which the same is made payable.
- 2) To pay all water, electric, gas, and telephone charges which may be assessed upon the demised premises during the term hereof.
- 3) Not to suffer or commit any waste of the premises, nor make any unlawful, improper or offensive use of same.
- 4) Not to assign this lease or underlet the said premises or any part thereof without the previous written consent of the said Lessor being first obtained in writing.

James Burford, III

5) That this lease shall terminate when the Lessee vacates the said premises, providing all payments have been made hereunder or a sub-lease agreement has been executed.

6) At the termination of said tenancy to quietly yield up the said buildings and grounds in as good and tenantable condition in all respects (reasonable wear and use and damage by fire and other unavoidable causes excepted) as the same now are.

Lessee is entitled to make any and all additions and/or improvements deemed desirable and/or necessary by Lessee but if said lease terminates said improvements or additions become the sole possession and property of Lessor.

It is hereby agreed that all expenses in connection with upkeep and repairs of the grounds and buildings including all water used for whatever purpose will be paid for by Lessee.

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Provided always that if the rent hereby reserved, or any part thereof, shall be in arrears, or in event of any breach of any of the covenants and agreements on the part of the Lessee herein contained, the Lessor may at his option declare the entire rent for the term for which said premises are leased, due and payable and/or may declare this lease terminated and enter upon the said demised premises.

Lessee shall, at all times prior to the termination of this lease and to the delivery to Lessor of possession of the demised premises and all improvements thereon, indemnify Lessor against all liability, loss, cost, damage, or expense sustained by Lessor, including attorney's fees and other expenses of litigation, arising prior to termination of the lease term and delivery to lessor of possession of the premises and pertaining to said leased premises.

Lessee hereby agrees to purchase the demised premises from Lessor for Thirty Six Thousand and Three Hundred Dollars (\$36,300.00) on February 5, 1985, the date provided herein for the expiration of this lease term. Lessee hereby agrees to execute to Lessor a note and mortgage covering the subject property set out herein above, in the principle amount of \$36,300.00 for 15 years at 11% per year

payable in monthly installments of \$412.59 per month commencing on the day of closing and continuing until said principle and interest is paid in full. Lessor hereby agrees to execute a deed in return for said note and mortgage and to provide Lessee with a policy of title insurance on said property at the time of closing.

Witness our hand and seals, in triplicate, on the day and year first above written. Signed, Sealed and Delivered in the presence of:

Nell Lynne
~~W. L. Freil~~

W L Freil

1645 Alameda Ave SW
Witnesses to Lessors

Lillie Mae Freil
W. L. Freil
Lillie Mae Freil

Belmont, Ala 35211

Alvin Forstman

James William Forstman
James William Forstman

431-12 St. J. W. Barker
Witnesses to Lessees

Ruth Anne Forstman
Ruth Anne Forstman

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

1985 MAR -8 PM 1:07

Thomas A. Stevenson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 7.50
Index Fee	1.00
TOTAL	\$ 8.50