

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

STATE OF ALABAMA,
JEFFERSON COUNTY.

THIS LEASE, made this 28 day of SEPTEMBER 1985 by and between

RICK RAY (VALLEYDALE PROPERTIES)

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

HAILE PEREZ

(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:

Rt. 19 Box 232 Valleydale Road
Bham, Al. 35244

for occupation and use as FOR BUSINESS PURPOSES and not otherwise
for and during the term of ONE YEAR {RENEWABLE AT LESSEE OPTION FOR ANOTHER YEAR, SAME TERMS AND CONDITIONS} to-wit.

From the 1 day of OCTOBER 1985 to the 30 day of SEPTEMBER 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 THREE HUNDREDS FIFTY --- Dollars (\$ 350.00) per month, being at the rate of FOUR THOUSANDS TWO HUNDREDS --- Dollars (\$ 4,200.00) per annum.

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

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 FIT or SUIT-ABLE for the use and purposes for which they are hereby let.

3. The Lessor shall not be REQUIRED to make 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 further agrees with the Lessor: That right 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 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 all electrical wires 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, on or about said premises, and that failing 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.

5. In the event the Lessee fails to pay any one or more of said installment or 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.

6. 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-contract or tenants.

7. 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.

8. 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.

9. 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 control of the Lessee, Lessee's family or other occupants of within leased premises, or in the event said building should be condemned and the Lessor or his agents be forced to tear down and remove said building by the State, County or City authorities, and the liability of the Lessee for the rents thereafter accruing hereunder shall cease upon the happening of either of said events and such con-

RENT IN ADVANCE

1/20/85

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If said premises are so injured by fire, rain, wind or earthquake as to render the same partially untenable or partially unfit for the use or purpose for which the same are hereby let and are repairable within a reasonable time after written notice of said 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 within said time, and the rent during said time shall be reduced in the proportion that said premises in said untenable or unfit condition bears to said premises in their condition before said injury, provided, however, that in the event Lessor or his agents fail to commence said repairs within thirty days after Lessee shall notify Lessor or his agents of such injury, this lease may be terminated by Lessee by written notice at any time after the expiration of said thirty days, and before repairs are commenced by Lessor or his agents.

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

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

all sewer rents or charges becoming due during the term of this lease and chargeable against the premises hereinafter described, shall be paid under authority of Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949, as soon as such charges become due, and such sewer rental charges as soon as they become due, may at the option of

Neither the lessor nor his agents warrants or represents that the premises herein described conform to the requirements of the City Laws.

BE THE LESSOR RESPONSIBILITY V. H. & L. Properties (L. S.
AT ALL TIMES, IN GOOD WORKING ORDER. LESSOR.
AND THE FOLLOWING ITEMS: 1 1 1 1 1

100

THE WATER BILL

APPROVAL OF OWNER

The property described in within contract is owned by the undersigned who hereby ratifies and approves the execution of within lease by the undersigned agrees for himself, his heirs and assigns the said 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 purchase of within property, of the existence of within contract and to make sale subject to said contract.

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

1985 SEP 30 AM 10:08

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LEASE

Location

RESIDENCE, SMALL STORES and APARTMENTS

FROM

FOR

21

principles

Test 27:

Letter Dated

3. Results

Less Enriched

Entered and/or Registered

Entered Tenants Register

open pay

Entered Emission Register