

STATE OF ALABAMA)
COUNTY OF SHELBY)

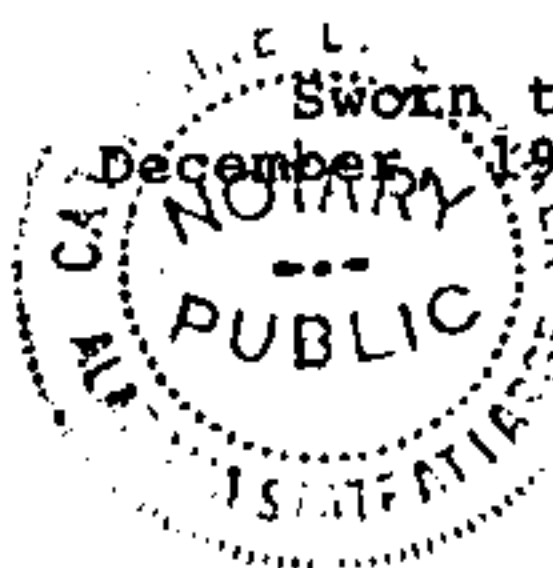
75-7
AFFIDAVIT

Before me, the undersigned authority, personally appeared John E. Medaris, who being first duly sworn, deposes and says under oath as follows:

"I am John E. Medaris, Attorney at Law, and I prepared an Option to Purchase Real Property and a Lease on property owned by Charles Garzarek and Betsy Cain in or about July of 1982. Said property was to be leased by Nancy Chappell and Henry Levesque. That the Lessee failed to abide by the terms of said Option to Purchase and Lease and were evicted in or about February, 1983. Accordingly, the Option to Purchase is no longer in effect."

Furthermore, the deponent saith naught.

John E. Medaris
John E. Medaris
Affiant

Sworn to and subscribed before me on this the 31st day of
December, 1986.
A circular notary seal for Catherine R. Creamer, Notary Public, State of Alabama. The seal contains the text "NOTARY PUBLIC" and "STATE OF ALABAMA".
Catherine R. Creamer
Notary Public

BOOK 109 PAGE 663

✓ Thomas L. Foster

THE STATE OF ALABAMA,
COUNTY

This lease, made 9th day of July 1982

and between CHARLES GARZAREK AND BETSY CAIN, party of the first part,
hereinafter called the Lessor, by JOHN E. MEDARIS, agent, and
NANCY CHAPPELL AND HENRY LEVESQUE,

party of the second part, hereinafter called the Lessee:

Witnesseth, That the Lessor does hereby rent and lease unto the Lessee the following premises in the
viz:

Lot 24, Block 1
Green Valley third sector subdivision as recorded in the office
of Judge of Probate, Shelby County, Alabama also known as 319
Fran Drive, Montevallo, AL 35115

for occupation by them as lessor and not otherwise, for and during the term of ONE YEAR
will: from the 9th day of July 1982 to the 9th day of July 1983

and covenant to keep the Lessee in possession of the premises during said term.
In Consideration Whereof, The Lessee agrees to pay the Lessor, at the office of said Agent for the same, \$343.00
on 1st day of the month in advance, being at the rate of \$ per annum. Should
the Lessor fail to pay the rents as they become due, as aforesaid, or violate any other condition of this lease, the Lessor shall
then have the right at their option, to re-enter the premises and annul this lease. And in order to entitle the Lessor
to re-enter, it shall not be necessary to give notice of the rents, becoming due or unpaid, or to make any demand for the same,
the execution of this lease, signed by the Lessee, which execution is hereby acknowledged, being sufficient notice of the
rents being due and of the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwith-
standing; and the Lessee agrees to comply with all the city laws in regard to nuisance, in so far as the building and prem-
ises hereby leased are concerned, and by no act render the Lessor liable therefor; to replace all glass broken; to replace all
keys lost or broken; to pay all bills for water used on the premises during this lease; to keep all electric apparatus in order;
to permit no waste of the property, or allow same to be done, but to take good care of same; not to underlease said prop-
erty, nor transfer or assign this lease without the written consent of the Lessor hereon endorsed; and this lease being ter-
minated, to surrender quiet and peaceable possession of said premises in like good order as at commencement of said term,
natural wear and tear excepted.

It is further understood and agreed that the Lessor shall not be required to do any repairs upon the building herein leased,
unless so stipulated and agreed upon in writing at the commencement of this lease, nor is the Lessor liable for any break-
age, or getting out of order of any of the water pipes, or water closets or other plumbing, but on the contrary the Lessee
shall keep same in such repair as is required by the sanitary or other laws of the City of
natural wear and tear excepted.

It is further understood and agreed that the Lessor shall not be liable for any damage which may accrue on account of
any defect in said buildings or premises, or from rain, wind or other causes. And Lessor reserves the right to show and
advertise the premises herein leased for sale during the term of this lease, and to place "For Rent" or "For Sale" cards on
said building or premises and to show same sixty days prior to the expiration of this lease.

It is further understood and agreed that the Lessor reserves the right to make any repairs that may be deemed neces-
sary during the term of this lease.

And the Lessee further covenants with the Lessor that the furniture, goods and effects with which said building and
premises are to be furnished and provided shall be owned by the Lessor
in their own right, and the same shall not be encumbered except as subject, first, to lien and right of the Lessor.

In the event of the employment of an attorney by the Lessor, on account of violation of any of the conditions of this
lease by the Lessee, the Lessee 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 to the Lessor prompt payments of said rents as herein stipu-
lated, or any damage that the Lessor may suffer, either by failure to surrender quiet and peaceable possession of said prem-
ises as aforesaid, or for any damage whatever which may be awarded said Lessor under this contract, the said Lessee 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 Lessor exempt from levy or sale, or other legal process.

It is hereby further agreed that if the Lessee shall continue on said premises, or any part thereof, after the termination
of this contract, then this contract shall continue in full force under all the terms, conditions and covenants hereinafter set
out.

(ATTACHED TO THE BACK PLEASE)

(SEE OPTION TO PURCHASE AGREEMENT)

In the event of destruction of the house, Two Thousand and 00/100
Dollars (\$2,000.00) paid for Option to Purchase may be returned to
lessee out of lessors insurance proceeds.

Testimony Whereof, We have hereunto set our hands and seals this 9 day of

1982

WITNESSES:

Charles Garzarek (Seal)
Betsy Cain Agent (Seal)
Henry Levesque (Seal)
Nancy Chappell (Seal)

OPTION TO PURCHASE

STATE OF ALABAMA)

COUNTY OF SHELBY)

A lease agreement having been entered into between Charles Garzarek and former wife Betsy Cain the owners of certain real property known as Lot 24 Block 1 of the Green Valley third sector subdivision as recorded in the office of Judge of Probate Shelby County, Alabama and Nancy Chappell and Henry Levesque. Nancy Chappell and Henry Levesque having agreed to rent or to lease said property for one year desire to have an Option to Purchase the property at the end of one year.

Chappell and Levesque, in consideration for this Option to Purchase are paying the sum of Two Thousand and 00/100 Dollars as of the date of execution of this instrument. This is a nonrefundable sum that shall be applied to the purchase of the sellers equity in the house. Purchasers must agree to exercise this option within one year and prior to the termination of the lease.

Terms of the purchase are as follows:

1. The assumption of that first mortgage at Jefferson Federal Savings and Loan Association.
2. Execution of a second mortgage payable to the sellers in the amount of Eleven Thousand and 00/100 Dollars; 12% interest payable over a Ten (10) year period.
3. Three Thousand and 00/100 Dollars to be paid at time Option to Purchase is exercised. This option is not assignable without the express written consent of both sellers.

Neither party shall further encumber the property.

WITNESS

CHARLES GARZAREK

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

WITNESS

1982 JUL 26 AM 9:30

BETSY CAIN

JUDGE OF PROBATE

NANCY CHAPPELL

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

1987 JAN 12 PM 2:12

JUDGE OF PROBATE

HENRY LEVESQUE