

THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF TITLE EVIDENCE. DESCRIPTION FURNISHED BY GRANTOR

2229  
SEND TAX NOTICE TO:  
Juadine Fant Abbott  
P.O. Box 527  
Harpersville, Alabama 35078

THIS INSTRUMENT WAS PREPARED BY: MIKE T. ATCHISON, ATTORNEY AT LAW  
POST OFFICE BOX 822  
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA  
SHELBY COUNTY

LEASE SALE CONTRACT

This lease, made this 28th day of June, 1990, by and between Raymond T. Giddens and wife, Jimmie R. Giddens, Party of the First Part and Juadine Fant Abbott, Party of the Second Part:

WITNESSETH, That the party of the first part does hereby rent and lease unto the party of the second part the following premises in Shelby County, Alabama, more particularly described as follows:

The SE 1/4 of NE 1/4 of NW 1/4, Section 3, Township 20 South, Range 2 East, Shelby County, Alabama. LESS AND EXCEPT those certain parcels previously conveyed to Samuel D. Harris and Judith Harris by the deeds recorded in Real Record 073, Page 102, and Real Record 092, Page 101, in the Probate Office of Shelby County, Alabama.

Also, an non-exclusive easement for access and utilities, including but not limited to water lines, described as follows: Commence at the SE corner of the NE 1/4 of the NW 1/4 of Section 3, Township 20 South, Range 2 East, Shelby County, Alabama, and run thence Northerly along the East line of said 1/4-1/4 a distance of 602.75 feet to the point of beginning of the access easement being described; thence continue along last described course a distance of 783.17 feet to a point on the South right of way line of a public road; thence turn an angle of 87 degrees 51 minutes 11 seconds left and run Westerly along said right of way a distance of 30.0 feet to a point; thence turn an angle of 92 degrees 08 minutes 49 seconds left and run Southerly a distance of 783.17 feet to a point on the North line of the Samuel D. Harris property as described in Real Record 092, Page 101; thence turn an angle of 87 degrees 51 minutes 11 seconds left and run Easterly along the said North line of said Harris property a distance of 30.0 feet to the point of beginning.

for occupation by her as a residence, and not otherwise, for and during the term of fifteen years, to-wit: from the 29th day of June, 1990, to the 29th day of June, 2005.

In consideration whereof, the party of the second part agrees to pay to the party of the first part the sum of Sixteen Thousand (\$16,000.00) DOLLARS of which \$2,000.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$14,000.00 is divided into 180 payments of \$ One Hundred Fifty-Four and 76/100 ( \$154.76) DOLLARS

each evidenced by notes bearing legal interest, payable at the office of Raymond T. Giddens and Jimmie R. Giddens, on the 29th day of each month, during said term, in advance, being at the rate of \$1857.12 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 conditions 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 demand 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 the 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 therefor, 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 the 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.

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In the event of the employment of an attorney by the party of the first part, on account of the violation of the conditions of this Lease by the party of the second part, the party of the second part hereby agrees that she will 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 payment 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 she 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 with a warranty of title 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 the 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 happening of any such event by the party of the second part, she 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 provision 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 provision 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 she shall have the right to do so and shall be entitled to a rebate on such advancements of all unearned interest, it being intended that only the earned interest shall be collected.

IN TESTIMONY WHEREOF, we have set our hands and seals in duplicate, this 29th day of June, 1990.


Raymond T. Giddens  
Raymond T. Giddens

Jimmie R. Giddens  
Jimmie R. Giddens

Juadine Fant Abbott  
Juadine Fant Abbott

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Raymond T. Giddens and wife, Jimmie R. Giddens, and Juadine Fant Abbott, a married woman, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal, this 29th day of June, 1990.

  
Notary Public

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
90 JUN 29 PM 2:36

1. Deed Tax	\$ 8.00
2. Mtg. Tax	\$ 21.00
3. R. & L. Tax	\$ 7.50
4. L. & C. Tax	\$ 3.00
5. L. & C. Tax	\$ 1.00
6. L. & C. Tax	\$ 1.00
<b>Total</b>	<b>\$ 44.50</b>