

THE STATE OF ALABAMA

Shelby

County

Revised by
Doniphan Spiller, P.C.
107 Chadwick Dr
Prichard, Ar. 35127

THIS CONTRACT, made and entered into this 30th day of November, 19 90.WITNESSETH, that the undersigned Richard N. Wright, a married man

and his wife, _____, for and in consideration of

Six Thousand and No/100----- DOLLARS,to the said Richard N. Wright paid byBob Carney have granted, bargained and soldto the said Bob Carney the option or rightuntil the 15th day of February 19 93 to purchase from them the followingdescribed tract or parcel of land lying in the County of Shelby State of Alabama, to-wit:73.15' x 179.75' Irregular lot, Portsmouth 3rd Sector, Lot 99, Section 26,Township 20 South, Range 3 West, as recorded in Real Book 170, Page 979, in theProbate Office of Shelby County, Alabama.Bob Carney shall make the set out additional option payments to Richard N.Wright on the following dates: February 15, 1991 for \$7,500.00; May 15, 1991 for\$5,000.00 and August 15, 1991 for \$2,500.00. This option shall automaticallyterminate ten (10) days after each of the above recited payment dates in the eventBob Carney or assign fails to make any of these recited payments. As a furthercondition for the exercise of this option, the lease attached as Exhibit "A" andincorporated herein must be in full force and effect; there must be no violationsof any terms of said lease.This property does not constitute the homestead of Richard N. Wright.In the event this option is exercised, Richard N. Wright shall pro-rate taxes,furnish title insurance and furnish merchantable title.upon the following terms, to-wit:Payment of a total of \$78,800.00 with credit for all option payments on thistotal purchase price.and they hereby agree and bind themselves that if the said Bob Carneyshall conclude to purchase said tract or parcel of land from them at any time before the 15th day ofFebruary, 19 93, and shall comply with said terms, they will make and execute aWarranty Deed conveying to said Bob Carneyor his assigns, a full, good and sufficient warranty deed title to said tract or parcel of land.Witness our hands and seals, this the 30th day of November 19 90.

Witness:

Richard N. Wright

(L. S.)

(L. S.)

Don Spiller

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THE STATE OF ALABAMA

SHELBY

County

I, the undersigned, a Notary Public,

in and for said County, in said State, hereby certify

that Richard N. Wright, a married man,

whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand, this the 30th day of November, A. D. 19 90.

Notary Public

THE STATE OF ALABAMA

County

I,

in and for said County, in said State, hereby certify

that a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that

the Grantor voluntarily executed the same in presence, and in the presence of the other subscribing witness on the day the same bears date; that attested the same in the presence of the Grantor and of the other witness and that such other witness subscribed name as a witness in presence.

Given under my hand, this the day of, A. D. 19

OPTION FOR
PURCHASE OF LAND

to

THE STATE OF ALABAMA

County

I, Judge of the Probate Court of said County, hereby certify that the foregoing conveyance was filed for registration in this office on the

day of 19, and

was recorded in Vol. Record

of Deeds, pages, on the

day of 19

Judge of Probate.

Record Fee, \$

Form 10

THE STATE OF ALABAMA

County

I,

in and for said County, in said State, do hereby

certify that on the day of 19, came before me the within named known to me (or made known to me)

to be the wife of the within named who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

In Witness Whereof, I hereunto set my hand, this day of, A. D. 19

EXHIBIT "A"

LEASE FORM 85-2 ROBERTS & SON, BIRMINGHAM

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

STATE OF ALABAMA, } THIS LEASE, made this 30th day of November, 1990 by and between
JEFFERSON COUNTY }

Richard N. Wright

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

Bob Carney

(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, Alabama, viz: 1729 Starboard Circle, Alabaster, AL 35007.

for occupation and use as single family residence and not otherwise
for and during the term of twenty-six and 1/2 months to-wit.

From the 1st day of December, 1990 to the 15th day of February, 1993.

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 Seven Hundred and No/100----- Dollars (\$ 700.00) per month, being at the rate of Eight Thousand Four Hundred and No/100--- Dollars (\$8,400.00) 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 in GOOD CONDITION or FIT or SUITABLE for the use and purposes for which they are hereby let.
3. The Lessor shall not be REQUIRED to make any 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 herein agrees NOT to make any ALTERATIONS in said building or premises, or on about any premises connected therewith, but not hereby leased, nor to paint upon or attach any signs, wires or other material, other structure, apparatus or radio antennae without the written consent of the Lessor, or said Agents.
5. The Lessee further agrees with the Lessor: That light 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 water, 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 other plumbing and all electrical wires and fixtures, 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, or any other person or persons 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.
6. In the event the Lessee fails to pay any one or more of said installment of 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.
7. 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-tenant or tenants.
8. 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.
9. 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.
10. 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

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62. of the Lessee, Lessee's family or other occupants of within leased premises, or in the event said building should be condemned and
63. the Lessor or his agents be forced to tear down and remove said building by the State, County or City authorities, and the liability
64. of the Lessee for the rents thereafter accruing hereunder shall cease upon the happening of either of said events and such condemnation
65. by said authorities, destruction or injury shall operate as a cancellation of this lease and Lessee shall thereupon at once give up
66. possession without further notice from Lessor or Agents, surrender possession of said premises to the Lessor or his agents, and rent
67. shall be payable only to the time of said surrender.

68. If said premises are so injured by fire, rain, wind or earthquake as to render the same partially untenable or partially unfit
69. for the use or purpose for which the same are hereby let and are repairable within a reasonable time after written notice of said
70. 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
71. within said time, and the rent during said time shall be reduced in the proportion that said premises in said untenable or unfit
72. condition bears to said premises in their condition before said injury, provided, however, that in the event Lessor or his agents
73. fail to commence said repairs within thirty days after Lessee shall notify Lessor or his agents of such injury, this lease may be termin-
74. ated by Lessee by written notice at any time after the expiration of said thirty days, and before said repairs are commenced by Lessor
75. or his agents.

76. It is expressly understood and agreed that the Lessor or his agents are in no wise responsible for any damage that may accrue
77. caused by repairing, restoring, or rebuilding said premises as above provided; nor shall the Lessor or his agents be liable for any
78. damage caused by or growing out of any breakage, leakage, getting out of order, or defective condition of any pipes, toilets, plumb-
79. ing, electric wires, or fixtures, gas pipes, fixtures, apparatus, or connections, or any of them, or caused by or growing out of any
80. defects in said premises, or any part thereof, or by fire, wind, rain or other cause, or during the repairing, alteration, or construction
81. thereof.

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

88. The Lessee hereby agrees that any written notice addressed to him in care of the premises herein leased or left on leased premises
89. shall be legal notice the same as if personally served.

90. The Lessee agrees to pay the Lessor or his agents a reasonable attorney's fee in the event of the employment of an attorney
91. to collect any rents, damages, or amounts that may become due by the Lessee under the within contract, or to file and prosecute a
92. suit against Lessee or one holding under this lease for unlawfully withholding possession of said premises, or to protect the interest
93. 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
94. 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
95. contained. In order to further secure prompt payment of said rents, or any other amounts, as and when the same mature, and the
96. faithful performance by the Lessee of all and singular the terms, conditions, and covenants on the part of said Lessee herein contained,
97. and all damages and costs that the Lessor or his agents may sustain by reason of the violation of said terms, conditions, or covenants,
98. 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
99. or other legal process under the Constitution and Laws of the State of Alabama or any other State of the United States.

100. ~~THE LESSEE HEREBY AGREES TO PAY THE LESSOR OR HIS AGENTS A REASONABLE ATTORNEY'S FEE IN THE EVENT OF THE EMPLOYMENT OF AN ATTORNEY~~
101. ~~TO COLLECT ANY RENTS, DAMAGES, OR AMOUNTS THAT MAY BECOME DUE BY THE LESSEE UNDER THE WITHIN CONTRACT, OR TO FILE AND PROSECUTE A~~
102. ~~SUIT AGAINST LESSEE OR ONE HOLDING UNDER THIS LEASE FOR UNLAWFULLY WITHHOLDING POSSESSION OF SAID PREMISES, OR TO PROTECT THE INTEREST~~

IN TESTIMONY WHEREOF, we have hereunto set our hands, in duplicate, the day and year first above written.
This lease can be assigned, notwithstanding terms printed hereinabove. Notwithstanding
any printed provisions to the contrary, in the event the structure is totally or partially
destroyed, Bob Carney and/or assign shall have the right to apply insurance proceeds
received by Richard N. Wright, if any, towards the purchase price of the house under an
option executed simultaneously herewith. This lease is binding on the heirs, devisees
and assigns of the parties hereto. The Lessee shall pay a late charge of \$35.00 for any
payment received more than ten days after the date it is due.

Richard N. Wright (L. S.)
Richard N. Wright Lessor.

By _____ (L. S.)

Bob Carney (L. S.)
Bob Carney (Tenant Sign Above) Lessee.

(Tenant Sign Above) Lessee.

1. Dead Tax -----
2. Met. Tax -----
3. Recording Fee ----- 10.00
4. Indexing Fee ----- 2.00
5. No Tax Fee -----
6. Certified Fee ----- 1.00
Total ----- 13.00

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 _____
himself, his heirs and assigns the said _____
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 pur-
chase 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

(Owner)

90 DEC -4 PM 12:45

LEASE

Location

RESIDENCE, SMALL STORES and
APARTMENTS

FROM

FOR

TO

Landlord

Tenant

Lease Dated

Rent Begins

Lease Expires

Entered Landlord Register

Entered Tenants Register

Card Made

Entered Expiration Register