

STATE OF ALABAMA,

SHELBY COUNTY

This lease, made 14th day of September 92

by and between JAYNE D. SPRUELL CRANFORD party of the

and David & Samantha Ellis parties of the second part

WITNESSETH, That the party of the first part does hereby rent and lease unto the part of the second part the following premises in

DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

for occupation by them as and not otherwise, for and during the term of to-wit: from the 14th day of September 1992

to the 14th day of August 2002

IN CONSIDERATION WHEREOF, The party of the second part agrees to pay to the party of the first part the sum of Twenty Four Thousand One Hundred Seventy-Six and 71/100---- DOLLARS,

of which sum \$ is paid in cash, the receipt of which is hereby acknowledged, the balance \$

is divided into 120 Monthly payments of \$ 200.00 each

and one final payment of \$176.71

each evidenced by notes bearing legal interest, payable at the office of on the

day of each month, during said term, in advance, being at the rate of 8% 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 condition 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 demands 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 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 therefore, 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 this 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.

In the event of the employment of an attorney by the party of the first part, on account of the violation of the condition of this Lease by the party of the second part, the party of the second part 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 the party of the first part prompt payments 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 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 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 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 happenings of any such event the party of the second part 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 provisions 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 provisions 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 shall have the right to do so, and shall be entitled to a rebate on such advance payments of all unearned interest, it being intended that only the earned interest shall be collected.

It is further understood that all repairs of any kind and nature

will be made by Lessee, (party of the second part).

IN TESTIMONY WHEREOF We have hereunto set our hands and seals in duplicate this 14th day of September 19 92

Jayne D. Spruell Cranford
Jayne D. Spruell Cranford

David Ellis
Samantha Ellis
Samantha Ellis

(L. S.)

(L. S.)

David D. Ellis, P.O. Box 443
Harperville, AL 35078

Inst # 1992-26539
11/12/1992-265396
03:41 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
47.65

N.E. COR. OF SEC. 9
T. 19 S. R. 2 E.

Exhibit A

HALL

HALL SURVEYING CO.
REGISTERED LAND SURVEYORS
P. O. BOX 1232
SYLACAUGA, ALABAMA 36150

468.27'
N 87° 47' W
698.39'
S 2° 05' W
S 76° 40' E
191.56'

Inst # 1992-26596

11/12/1992-26596
03:41 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 47.80

444.4'
N 2° 05' E

1.45 A

S 13° 20' W
415.49'

SCALE 1"=60'

BOOK 151 PAGE 599

106.86'
N 87° 40' W

40'

SHELBY CO ROAD #81

A lot or parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 9, Township 19 South, Range 2 East, Shelby County, Alabama and being more particularly described as commencing at the Northeast corner of said Section 9; thence North 87° 47' West along the North line of said Section 9, 468.27 feet; thence South 2° 05' West along an old wire fence and hedge row 698.39 feet to the place of beginning; thence from the place of beginning South 76° 40' East 191.56 feet; thence South 13° 20' West 415.49 feet to the North right of way line of Shelby County Road No. 81; thence along the North right of way line of said road and around a curve to the left the chord bearing and distance of North 87° 40' West 106.86 feet to said old wire fence; thence North 2° 05' East along said fence 444.4 feet to the place of beginning and containing 1.45 acres more or less. (Bearings are magnetic.)

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

1987 SEP 18 AM 8:45

Thomas A. Snowdon Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ 5.00
Index Fee	1.00
TOTAL	\$ 6.00

STATE OF ALABAMA

Talladega COUNTY

I, Roscoe P. Hall, a Registered Land Surveyor in the State of Alabama, hereby certify that the foregoing is a true and correct plat or map of the property described hereon

in Shelby County, Alabama,

According to my survey on this the 27th day of December, 1979

HALL SURVEYING CO.

By

Roscoe P. Hall