

SEND TAX NOTICE TO:
Alton DeShazo
5111 Cahaba Valley Road
Birmingham, Alabama 35242

STATE OF ALABAMA
SHELBY COUNTY

09/07/1994-27560
01:16 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE MCO 78.45

LEASE SALE CONTRACT

This lease, made this 2nd day of September, 1994 by and between William S. Robinson and wife, Antoinette J. Robinson, Party of the First Part and Alton DeShazo, Party of the Second Part; And Frankes Kay DeShazo

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, to-wit:

That part of the NW 1/4 of the NW 1/4 of Section 9, Township 21 South, Range 1 East, which lies North of the Southern Railroad.
Situated in Shelby County, Alabama.

for occupation by them as a residence, and not otherwise, for and during the term of 166 months, to-wit: from the 2nd day of September, 1994 to the 2nd day of June, 2008.

In consideration whereof, the party of the second part agrees to pay to the party of the first part the sum of Forty-Four Thousand, Two Hundred Sixty-Seven and 46/100 DOLLARS of which \$ 0 is paid in cash, the receipt of which is hereby acknowledged, the balance \$ 44,276.46 is divided into payments as follows:

8 payments of \$901.37 beginning September 25, 1994;

158 payments of \$401.37*, beginning May 25, 1995.

*(this payment is tied to an adjustable rate loan held by First Alabama Bank, secured by a real estate mortgage recorded as Instrument #1993-20141, which adjusts every 60 months, with the first adjustment being on July 25, 1998. Payment amount may change as a result of said adjustment.)

each evidenced by notes bearing legal interest, payable at the office of William S. Robinson and Antoinette J. Robinson, on the 25th day of each month, during said term, in advance, being at the rate of \$8816.44 per annum for the first year, and \$4,816.44** for each year thereafter. **(Subject to any change in the interest rate on said adjustable rate mortgage).

Party of the first part does hereby agree to make all payments to First Alabama Bank, as the same may become due.

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.

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 they 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

09523-4661 * 250 *

WTA

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 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 have 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 as 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, they forfeit their 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 they 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. At such time, the mortgage to First Alabama Bank shall be paid in full by party of the first part.

IN TESTIMONY WHEREOF, we have set our hands and seals in duplicate, this 2nd day of September, 1994.

William S. Robinson
WILLIAM S. ROBINSON

ANTOINETTE J. ROBINSON

ALTON DESHAZO
FRANCES KAY DESHAZO

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that WILLIAM S. ROBINSON, ANTOINETTE J. ROBINSON, and ALTON & FRANCES KAY DESHAZO, 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 2nd day of September, 1994.

Notary Public