

RESIDENCE LEASE

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE:

STATE OF ALABAMA

COUNTY OF SHELBY CO

THIS LEASE made this 3 day of JAN, 1990, by and between JOHN & Virginia Bailey, hereinafter called "Lessor", by JAN M. Hyatt, hereinafter called "Lessee":

WITNESSETH: That the Lessor does hereby lease and rent unto the Lessee the following described premises in SHELBY County, Alabama, to-wit:

854 Adams Rd.
Donnovant, AL 35094

for use and occupation by the Lessee as a residence and for no other different use or purpose, for and during the term of beginning on the 3 day of JAN, 1990, and ending on the 3 day of JAN, 1996 in consideration whereof, the Lessee agrees to pay the Lessor, at the first day of each month of said term in advance, as rent for the said premises, the sum of 450.00 Per Month

THIS LEASE IS MADE UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

- 1 The Lessor covenants to keep the Lessee in possession of said premises
- 2 during said term, provided, however, that the Lessor shall not be liable
- 3 for the failure to deliver possession of the leased premises, other than
- 4 to the extent of abatement of rent from the date of the commencement of
- 5 this lease to the day possession is delivered to Lessee on the rental
- 6 basis herein set forth.
- 7 Nothing herein contained shall be construed as a warranty that said
- 8 premises are in GOOD CONDITION or FIT or SUITABLE for the use and purpose
- 9 for which they are hereby let. Lessee's taking possession is conclusive
- 10 evidence of his or her receipt of them in good order and repair exception
- 11 as herein specified in writing.
- 12 The Lessor shall not be REQUIRED to make any repairs or do any work
- 13 on or about said premises or any part thereof, or on any premises connected
- 14 therewith, but not hereby leased, unless and only to the extent hereinafter
- 15 set out. However, the Lessee hereby gives the Lessor, or said Agents, the
- 16 right to enter said premises at any reasonable hour to make such repairs
- 17 and to do such work on or about said premises as Lessor may be lawfully
- 18 required to make, or deem necessary. The Lessee hereby gives to the
- 19 Lessor, or said Agents, the right to VISIT and INSPECT said premises at
- 20 all reasonable times and to show said premises to prospective tenants or
- 21 purchasers, and to display "For Rent" and "For Sale" signs on or about
- 22 said premises at any time.
- 23 The Lessee herein agrees NOT to make any ALTERATIONS in said building
- 24 or premises, or on or about any premises connected therewith, but not
- 25 hereby leased, nor to paint upon or attach any signs, wires or other
- 26 material, other structure, apparatus, or radio antennae without the written
- 27 consent of the Lessor, or said Agents.
- 28 The Lessee further agrees with the Lessor: That light housekeeping
- 29 shall not be permitted or suffered in said premises and that only the
- 30 kitchen shall be used for cooking without the written consent of said
- 31 Lessor or his agents, that the Lessee shall replace all glass broken and
- 32 keys lost or broken, if and when broken and lost, will pay all bills for
- 33 water, gas and electricity used on or about said premises; to take good
- 34 care of said premises, commit no waste of property or permit same to be
- 35 done, and to keep in good condition all water closets, lavatories, fixtures
- 36 and other plumbing and all electrical wires and fixtures, and to clear all
- 37 sewers and drains that may become stopped; that Lessee will promptly repair

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SHELBY COUNTY JUDGE OF PROBATE
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P.O. Box 69
Moody, AL 35004

Inst # 1994-34769

38 and make good all injury or damage to said premises caused by the Lessee,
39 members of Lessee's family, or any other person or persons on or about said
40 premises, and that failing so to do the Lessor, by giving five days notice
41 to the Lessee, may repair and make good the same at the cost of the
42 Lessee, and such cost shall be considered as additional rent for said
43 premises, secured by landlord's lien, and that the Lessee will pay the
44 Lessor on the first day of the month following the month in which the same
45 were incurred by the Lessor; that the Lessor shall have a lien upon all
46 goods, furniture and effects and fixtures of the Lessee on said premises,
47 or to be placed thereon during said term, for the rent for the full term
48 hereof and for any other amounts owing or accruing hereunder, in addition
49 to the statutory landlord's lien.

50 In the event the Lessee fails to pay any one or more of said
51 installments of rent, or any other amount owing or accruing hereunder, as
52 and when due, or if the Lessee removes, or attempts to remove, or permits
53 to be removed from said premises, without the written consent of the
54 Lessor or his agents, any of the goods, furniture, effects or other property
55 of the Lessee brought thereon, without first paying in full all rent
56 herein reserved for the entire term, or if an execution or other legal
57 process is levied upon said goods and chattels, or upon the interest of
58 the Lessee in this lease, or if a petition in bankruptcy is filed by or
59 against Lessee, or any assignment for the benefit of creditors is made by
60 Lessee, or if a receiver of Lessee's property is appointed, or if the
61 Lessee uses or permits any part of the premises to be used for any immoral,
62 illegal or purpose prohibited by State, County, City or Federal Laws, or
63 if Lessee uses or permits the same to be used for any other purpose than
64 for which the premises are hereby let, or if the Lessee vacates before the
65 expiration of said term without the written consent of the Lessor or his
66 agents, or if the Lessee fails to allow Lessor, or Agents, to show said
67 premises, or if Lessee violates any of the other terms, conditions or
68 covenants herein contained, then, and upon the happenings of any one or
69 more of said events, Lessor or his agents may, at their option, mature and
70 make due any payable, all rent reserved herein, immediately upon giving
71 written notice to said Lessee. The Lessor or his agents may, whether the
72 above option is exercised or not, terminate this lease upon the happenings
73 of any one or more of the above events, and may upon giving the above
74 option is exercised or not, terminate this lease upon the happenings of
75 any one or more of the above events, and may upon giving twenty-four hours
76 written notice to Lessee terminate this lease, re-enter, take possession
77 and re-let said premises. The said rights of the Lessor or his agents to
78 mature said rents and to terminate this lease, as above provided shall be
79 and remain in full force and effect continuously after the happenings of
80 any one or more of said events, and the failure of Lessor or his agents to
81 exercise said right, or either of them, shall not be deemed a waiver or
82 relinquishment thereof. No re-entry hereunder shall bar the recovery of
83 rent or damages for breach or conditions broken shall not be deemed a
84 waiver or forfeiture or a waiver of the right of the Lessor or his agents
85 to terminate said lease to re-enter said premises.

86 If the Lessee vacates said premises before the expiration of said
87 term, without the written consent of the Lessor or his agents, the Lessor
88 or his agents may re-enter, and re-let same, from time to time, without
89 notice to the Lessee, as the Agent of Lessee, and such re-entry and
90 re-letting shall not discharge the Lessee from any liability for rent nor
91 from any of the terms, conditions or covenants of this lease; and the
92 Lessee shall make good to the Lessor the difference, if any, between
93 total rental as provided in the within contract and the total rental
94 collected and remitted from such sub-tenant or tenants.

95 Any notice provided for herein may be delivered, if by Lessee to
96 Lessor by certified mail to Lessor's Agent, or if by Lessor to the Lessee,
97 by serving on the Lessee in person or by leaving said notices at the
98 leased premises or by mailing said notice to Lessee at the leased premises
99 by ordinary or registered mail. Lessee hereby agrees that any notice
100 addressed to him at the above address shall be legal notice the same as if
101 personally served. All notices hereunder must be given in writing and
102 notices not given in writing will be considered void and without effect.

103 Any notice provided for herein may be delivered, if by the Lessor to
104 the Lessee, by serving on the Lessee in person or by leaving said notices
105 at the leased premises or by mailing said notice to Lessee at the leased

106 premises by ordinary or registered mail. Lessee hereby agrees that any
107 notice addressed to him at the above address shall be legal notice the
108 same as if personally served. All notices hereunder must be given in
109 writing and notices not given in writing will be considered void and
110 without effect.

111 Lessor acknowledges receipt of \$ 300.00 from Lessee as a cleaning,
112 repair and replacement charge. This sum of money shall be refunded to
113 Lessee, without interest, if all the following terms and conditions are
114 met:

115 A. This lease is terminated at the end of the initial term of any
116 renewal term and Lessee is not in default; no refund will be made if
117 this lease is terminated or if the premises are sublet or re-let
118 other than on a renewal or anniversary date of this lease agreement,
119 nor shall such sum be applied to any sublease or re-let fee due to
120 Lessor or his agent, nor to any rent due hereunder.

121 B. Lessee surrenders possession and all keys to Lessor.
122 C. Inspection by Lessor or his Agent after surrender of possession
123 reveals to the sole satisfaction of Lessor or his agent that the
124 premises are clean and free of damage. Lessor or his agent, in his
125 sole discretion and without further notice to Lessee, may elect not
126 to refund any sum, in which event said sum shall be considered as
127 additional rent.

128 Nothing herein shall be deemed to limit the liability of Lessee for
129 damage to the premises or cleaning required to the amount of the cleaning,
130 repair and replacement charge, and such charge shall not be considered as
131 liquidated damages. If all or any portion of said charge is not refunded,
132 Lessor will give Lessee a written breakdown of said non-refunded amount
133 and/or said refund in full within 45 days after vacancy, if provided with
134 a forwarding address.

135 The lessee shall not under-lease, sub-let or sub-rent said premises,
136 or any part thereof, or transfer or assign within lease, without the
137 written consent of the Lessor or his agents. Each transfer and assignment,
138 and each sub-letting or rent of said premises, unless the written consent
139 of the Lessor or his agents be first obtained, shall be and is null and
140 void, at the option of the Lessor or his agents. It is expressly understood
141 and agreed that the Lessee is NOT RELEASED from any liability for rent or
142 from any of the conditions and covenants of the within contract when so
143 transferred.

144 THIS LEASE SHALL BECOME NULL AND VOID in the event the said building
145 shall be entirely destroyed or rendered entirely unfit or incapable of
146 being used for the purpose for which the same is hereby let, by fire or
147 other casualty, beyond the control of the Lessee, Lessee's family or other
148 occupants of within leased premises, or in the event said building should
149 be condemned and the Lessor or his agents be forced to tear down and
150 remove said building by the State, County and City authorities, and the
151 liability of the Lessee for the rents hereafter accruing hereunder shall
152 cease upon the happening of either of said events and such condemnation by
153 said authorities, destruction or injury shall operate as a cancellation of
154 this lease and Lessee shall thereupon at once give up possession without
155 further notice from Lessor or Agents surrender possession of said premises
156 to the Lessor or his agents, and rent shall be payable only to the time of
157 said surrender.

158 If said premises are so injured by fire, rain, wind or earthquake as
159 to render the same partially untenable or partially unfit for the use or
160 purpose for which the same are hereby let and are repairable within a
161 reasonable time after written notice of said injury is given by the Lessee
162 to the Lessor or his Agents, then, and in any of those events, the Lessor
163 or Agents may repair the same within said time, and the rent during said
164 time shall be reduced in the proportion that said premises in said untenable
165 or unfit conditions bears to said premises in their condition before said
166 injury, provided, however, that in the event Lessor or his agents fail to
167 commence said repairs within thirty days after Lessee shall notify Lessor
168 or his agents of such injury, this lease may be terminated by Lessee by
169 written notice at any time after the expiration of said thirty days, and
170 before said repairs are commenced by Lessor or his agents.

171 It is expressly understood and agreed that the Lessor or his agents
172 are in no wise responsible for any damage that may accrue caused by
173 repairing, restoring or rebuilding said premises as above provided; nor
174 shall the Lessor or his agents be liable for any damage caused by or
175 growing out of any breakage, leakage, getting out of order, or defective
176 condition of any pipes, toilets, plumbing, electric wires, or fixtures,

177 gas pipes, fixtures, apparatus, or connections, or any of them, or caused
178 by or growing out of any defects in said premises, or any part thereof, or
179 by fire, wind, rain or other cause, or during the repairing, alteration,
180 or construction thereof.

181 The lessee further agrees that, upon the termination or expiration of
182 the within lease, to surrender quiet, and peaceable possession of said
183 premises in the like good order as at the commencement of said term, and
184 notice so to do is hereby waived. It is further understood and agreed
185 that if the Lessee shall continue in possession of any part of said
186 premises after the expiration of the aforesaid term, without the written
187 consent of Lessor or his agents, then this lease, at the option of the
188 Lessor or his agents, shall continue in full force for such length of time
189 as Lessor may elect up to one year from date of expiration with all
190 conditions, covenants, and terms herein set forth, except that the rental
191 of said premises shall be DOUBLE THE AMOUNT herein fixed.

192 The lessee hereby agrees that any written notice addressed to him in
193 care of the premises herein leased or left on leased premises shall be
194 legal notice the same as if personally served. If this lease is terminated
195 by the Lessor for any reason, including the non-payment of rent and the
196 Lessee pays the rent, attorneys fees and other charges due and thus makes
197 himself or herself current and/or remains or continues to be in possession
198 of the leased premises or any part thereof, with the Lessor's consent,
199 then this lease will be considered reinstated and will continue in effect
200 as though it had not been terminated.

201 The Lessee agrees to pay the Lessor or his agents a reasonable
202 attorney's fee in the event of the employment of an attorney to collect
203 any rents, damages, or amounts that may become due by the Lessee under the
204 within contract, or to file and prosecute a suit against Lessee or one
205 holding under this lease for unlawfully withholding possession of said
206 premises, or to protect the interest of the Lessor in the event the Lessee
207 is adjudged a bankrupt or legal process is levied upon the goods and
208 chattels of the Lessee in or upon said premises, or because of the violation
209 of any of the terms, conditions, or covenants on the part of the Lessee
210 herein contained. In order to further secure prompt payment of said
211 rents, or any other amounts, as and when the same mature, and the faithful
212 performance by the Lessee of all and singular the terms, conditions and
213 covenants on the part of said Lessee herein contained and all damages and
214 costs that the Lessor or his agents may sustain by reason of the violation
215 of said terms, conditions or covenants, or any of them, the Lessee does
216 hereby waive any and all rights to claim or have any personal property of
217 the Lessee exempt from levy or other legal process under the Constitution
218 and Laws of the State of Alabama or any other State of the United States.

219 Lessee agrees that a Service and Bookkeeping charge of \$50.00 shall
220 become due and payable each and every month that the rent has not been
221 received in the office of Lessor by the 10th of the month.

222 Lessor grants to Lessee the right to renew this lease for an additional
223 one (1) year term under the same conditions as stated herein, and a rental
224 rate of \$ 450.00. Lessee must notify Lessor of his intention to
225 do so in writing within sixty (60) days prior to the termination of this
226 lease.

227 IN TESTIMONY WHEREOF, we have hereunto set our hands, in duplicate,
228 the day and year first above written.

John Bailey, Jr.
LESSOR

Virginia Bailey
LESSOR

Jan M. Hyatt
LESSEE

LESSEE

11/23/1994-34769
10:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
E.M.

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