

STATE OF ALABAMA
SHELBY COUNTY

LEASE SALE CONTRACT

This lease sale contract, made this 3rd day of April, 1997, by and between Larry R. Hughes, Lessor and Aeclectic, L.L.C., an Alabama limited liability company, Lessee:

WITNESSETH, That the Lessor does hereby rent and lease unto the Lessee the following premises in Shelby County, Alabama, more particularly described as follows, to-wit:

Lot 14, according to the survey of Highlands Subdivision, Second Sector, as recorded in Map Book 6, Page 34, in the Probate Office of Shelby County, Alabama.

for occupation by them as rental residential property, and not otherwise, for and during the term of three years, to-wit: from the 12th day of April, 1997 to the 11th day of March, 2000.

In consideration whereof, the Lessee agrees to pay to the Lessor the sum of \$59,450.00, payable as follows:

1. Three Thousand, Two Hundred Fifty DOLLARS, of which \$ 500.00 which has been paid in cash as earnest money, the receipt of which is hereby acknowledged; the balance \$2,750.00 shall be paid as follows: \$ 1250.00 paid, the receipt of which is hereby acknowledged; and \$ 1500.00, which will become due and payable upon completion of painting the interior of the house and installing new vinyl in the kitchen and laundry, and upon the premises being available for rent. Paint and vinyl will be provided by Lessee.
2. Payment of that certain mortgage to Homeside Lending, Inc. as recorded in Instrument #1995-23953, in the Probate Office of Shelby County, Alabama, in monthly installments of approximately \$518.00 per month, beginning at such time as the premises are available for rent. On or before the end of 36 months, Lessee will either payoff or refinance the remaining debt on the property. This payoff shall be consideration for the conveyance. That portion of the monthly rental, which is credited to the outstanding balance of the mortgage, is understood to inure the benefit of the Lessor at the time of payoff. If the mortgage payments increase or decrease for any reason, Lessee will pay the increase or decrease.
3. Mortgage shall be paid current at time of closing.
4. All escrow balances shall inure to the benefit of Aeclectic, L.L.C. at time of purchase.

each evidenced by notes bearing legal interest, payable at the office of Homeside Lending on the 1st day of each month, during said term, in advance, being at the rate of \$518.00 per month, and one final balloon payment of the then outstanding balance on or before 30 March, 2000, at the option of the Lessee. And should the Lessee fail to pay the rents as they become due, as aforesaid, or violate any other conditions of this Lease, the said Lessor shall then have the right, at their option, to re-enter the premises and annul this Lease. And in order to entitle the Lessor 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 party 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 Lessee 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 Lessor 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 Lessor, 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 Lessor, on account of the violation of the conditions of this Lease by the Lessee, the Lessee hereby agrees that they will be taxed with said attorney's fee, not to exceed \$500.00. And as a part of the consideration of this Lease, and for the purpose of securing the Lessor prompt payment of said rents as herein stipulated, or any damage that Lessor 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 Lessor under this contract, the said Lessee hereby 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 Lessee exempted from levy and sale, or other legal process.

The Lessee 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 the Lessee have

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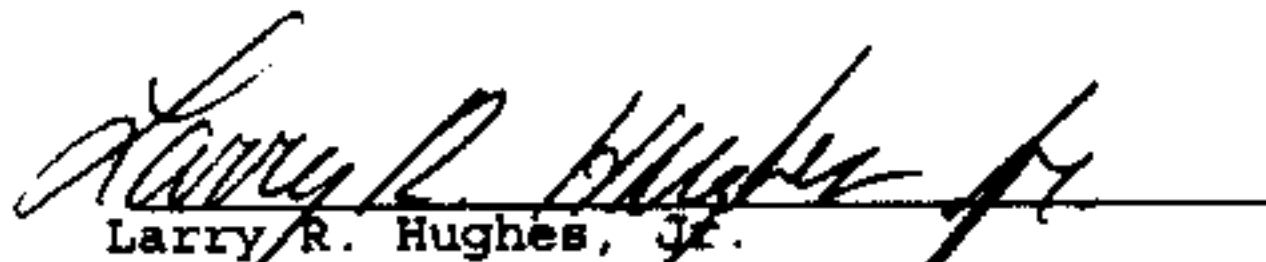
complied with each and all conditions of this Lease, then the Lessor agrees that the rent paid under this Lease shall be considered as payment for said property, and the Lessor shall make and execute a deed with a warranty of title conveying said property to the Lessee.

It is further understood and agreed that if the Lessee 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 Lessee, they forfeit their rights to a conveyance of said property, and all money paid by the Lessee under this contract shall be taken and held as payment of rent for said property, and the Lessee shall be liable to the Lessor 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 Lessor shall make and execute a deed with a warranty of title conveying said property to the Lessee", shall be a nullity and of no force or effect; and the failure of the Lessee to comply with any of the conditions of this instrument shall ipso facto render the said provision a nullity, and make the said Lessee 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 Lessor.

It is further understood and agreed that if the Lessee should at any time before the maturity thereof desire to pay off the outstanding mortgage balance, he may prepay the mortgage and the Lessor shall execute warranty deed as of the date of the payoff of said mortgage, as provided hereinabove.

This agreement shall be binding upon the heirs, successors and assigns of either party.

IN TESTIMONY WHEREOF, we have set our hands and seals in duplicate, this 3rd day of April, 1997.


Larry R. Hughes, Jr.

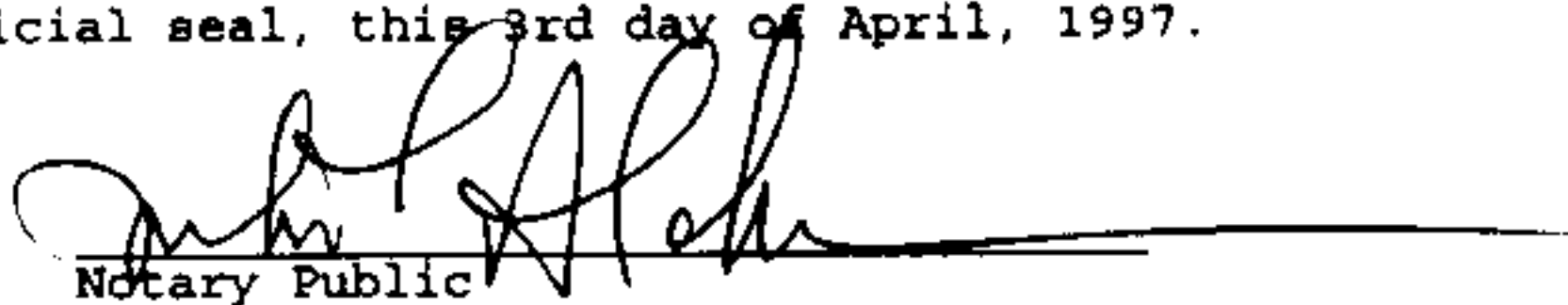
AECLECTIC, L.L.C.


By: Gregg Rushton,
its Managing Member

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Larry R. Hughes, Jr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

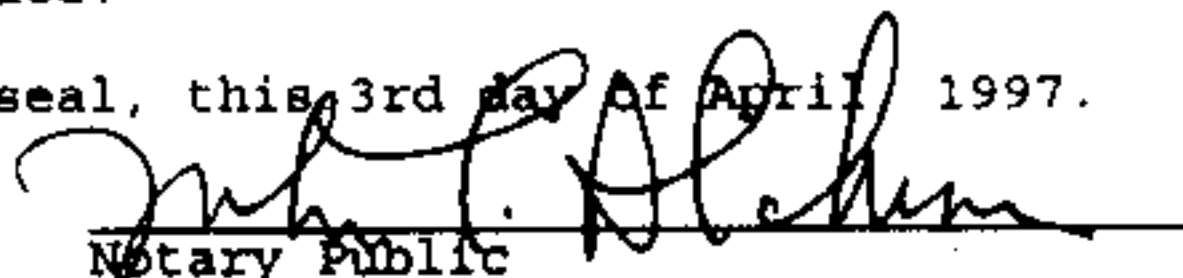
Given under my hand and official seal, this 3rd day of April, 1997.


Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Gregg Rushton, whose name as Managing Member of Aeclectic, L.L.C., 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 3rd day of April, 1997.


Notary Public

My commission expires:

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