

THIS INSTRUMENT WAS PREPARED BY:

DOUGLAS L. KEY
ATTORNEY AT LAW
POST OFFICE BOX 360345
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Inst # 2000-38314

11/03/2000-38314

11:45 AM CERTIFIED

STATE OF ALABAMA)
SHELBY COUNTY)

SHELBY COUNTY JUDGE OF PROBATE

003 MMB 165.00

LEASE SALE CONTRACT

THIS LEASE made the 31st day of October, 2000, by and between ALFRED R. BURROUGHS and wife, OLIVIA BURROUGHS, parties of the first part, and FERNANDO CASTILLO, party of the second part:

WITNESSETH, that the parties of the first part do hereby rent and lease unto the party of the second part the following premises located at 169 Lake Terrace, Alabaster, Alabama 35007, in Shelby County, of the following description:

Lot 19 of the Survey of Lake Terrace, as recorded in Map Book 19, Page 153, in the Office of the Judge of Probate of Shelby County, Alabama.

for and during the term of fifteen (15) years two months: From the 1st day of November, 1999 to the 31st day of December, 2014.

IN CONSIDERATION WHEREOF, the party of the second part agrees to pay to the parties of the first part the sum of Ninety Seven Thousand Nine Hundred Forty One and 69/100 Dollars (\$97,941.69) which is to be paid in 359 monthly installments of \$796.58 each and 1 final installment of \$789.37, bearing interest at the rate of 9.00% with the first payment being due on or before December 1, 2000, and the final installment, unless sooner paid, being due on November 1, 2030. In addition to said payment, party of the second part agrees to pay to the parties of the first part escrow for taxes and insurance in the additional amount of Seventy Six and 09/100 Dollars (\$76.09) per month, for a total due per month of Eight Hundred Seventy Two and 67/100 Dollars (\$872.67). The amount of the escrow payment will be adjusted according to the amount of hazard insurance and property taxes assessed each year thereafter. All rent payments should be made payable to ALFRED R. BURROUGHS and wife, OLIVIA BURROUGHS at 3419 Highway 31 South, Pelham, Alabama 35124 or at a different place if requested by the parties of the first part. 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 parties of the first part shall then have the right at their option, to re-enter the premises and annul this lease. In order to entitle the parties 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. 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 parties 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 sublease said property nor transfer this Lease without the written consent of the parties 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 the commencement of said term, natural wear and tear excepted.

In the event of the employment of an attorney by the parties 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 he shall be taxed with said attorney's fee. As part of the consideration of this lease, and for the purpose of securing the parties of the first part prompt payment of said rents as herein stipulated, or any damage that parties 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 parties of the first part under this contract, the said party of the second part hereby waives all rights which he 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 exempt from levy and sale, or other legal process.

The parties of the first part agree to pay all property taxes and hazard insurance on the above described property during said term as the same becomes due from the escrow account. The party of the second part agrees to pay all assessments for street, sidewalk or sewer improvements, should any be made against said property.

The parties of the first part agree to pay the mortgage to Regions Mortgage Company which has an approximate balance of \$82,752.47 out of the rent monies.

Party of the second part agrees to keep in force a hazard insurance policy in an amount sufficient to cover the property, naming the parties of the first part as lien holder thereon.

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 parties of the first part agree that the rent paid under this Lease shall be considered a payment for said property, and the parties 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 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 shall forfeit 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 parties 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 parties of the first part shall make and execute a deed with warranty of title conveying said property to the party of the second part", shall be 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 in fact so 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 parties 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 he 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.

IN WITNESS WHEREOF, we have set out hands and seals in duplicate this the 31st day of October, 2000.

PARTIES OF THE FIRST PART:

Alfred R. Burroughs
SELLER- ALFRED R. BURROUGHS
Olivia Burroughs
SELLER- OLIVIA BURROUGHS

PARTY OF THE SECOND PART:

FERNANDO CASTILLO
PURCHASER- FERNANDO CASTILLO

STATE OF ALABAMA)
SHELBY COUNTY)

GENERAL ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ALFRED R. BURROUGHS and wife, OLIVIA BURROUGHS, and FERNANDO CASTILLO, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they have executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 31st day of October, 2000.

NOTARY PUBLIC

MY COMMISSION EXPIRES

11/03/2000-38314

11:45 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 MMB 165.00

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 16, 2004
BONDED TO NOTARY PUBLIC UNDERWRITERS

Inst # 2000-38314