

RESIDENTIAL LEASE AGREEMENT

DATED 11-25-99

GRANT DUNNAN, Owner, and BEV HERMAN
BIBBS Resident, hereby agree as follows:

1. **PROPERTY:** Owner leases to and Resident hires from Owner those premises described as 1163 Windsor Lane, Prichard AL 35124
2. **TERM:** The term of this lease shall be for 12 months beginning on JAN 1 2000, and ending DEC 31 2000. If you intend to leave at the end of the lease, you agree to give the Owner notice in writing at least 30 days before the lease runs out. Otherwise you will be regarded as automatically switching to a month to month tenancy with all the other terms of this agreement remaining in effect including the above stated 30 day notice to end tenancy.
3. **AMOUNT:** The total lease amount is \$4400.00 Payments of \$3700.00 per month are to be paid, IN ADVANCE, on or before the first day of each month by GOOD CHECK or money order. If your full payment in good funds is not in our office by the third day of the month a late penalty of ten percent of the unpaid balance, plus \$50.00 per day will be added. An additional \$50.00 will be charged for any bad checks. Mail checks to: GRANT DUNNAN, P.O. Box 416, M4ella AL 35111 or as otherwise specified by Owner in writing.
4. **SECURITY DEPOSIT:** \$4400.00 has been paid as Security Deposit. The full amount will be returned to you in a reasonable time after termination of this agreement, (usually within 15 days) less the following:
 - A. Any rental payment or portion thereof required by the terms of this lease that are not paid.
 - B. Any unpaid charges and insufficient charges as discussed above or later in this agreement.
 - C. Any costs incurred by the owner caused by the enforcement of, or your breach of any terms or provision of this lease - including court costs and attorneys fees.
 - D. Cost of any repairs or replacements, redecorating and/or refurbishing of the premises, or any fixture, system or appliance caused by other than ordinary wear and tear.
 - E. A reasonable cleaning expense provided that you do not leave the premises in clean and rentable condition at the time you vacate;
 - F. A reasonable expense for having to remove debris, trash, and rubbish from in or around the premises which you left when you vacated;
 - G. Cost of replacing keys which have not been returned and/or the cost of a locksmith;

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H. Cost of excessive usage of utilities paid by Owner;

If any part of the security deposit is used during the term of this lease, you agree to reinstate this amount within 10 days of receiving written notice by Owner or his agent. You will not be entitled to any refund of your Security Deposit if you do not give a 30 day written notice, or if you abandon the premises, or attempt to break this lease before its expiration. **YOU, THE Resident, MAY NOT APPLY YOUR SECURITY DEPOSIT AGAINST ANY RENTAL OR LEASE PAYMENTS!**

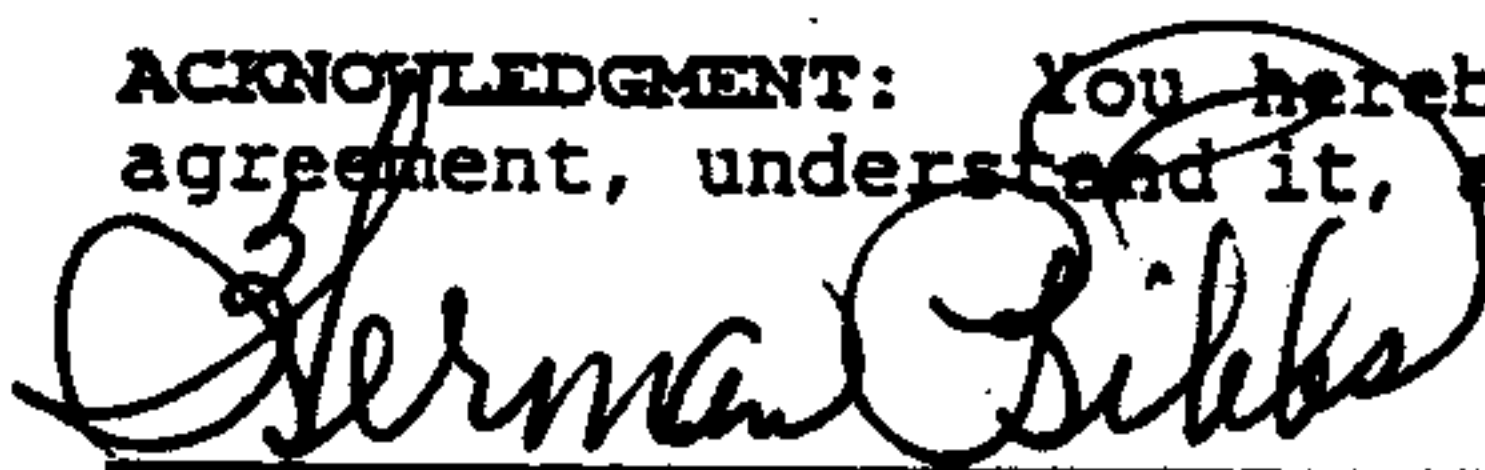
5. UTILITIES: Owner will pay for Taxes & Hazard Insurance and then you will pay for all other utilities which are, or shall become necessary for occupancy of the premises. It will be your responsibility to exercise care in the use of the utilities and you will be charged for any EXCESSIVE use of utilities paid for by Owner.
6. OCCUPANCY: The premises are to be used exclusively as a residence by only the following named persons: _____ **NO OTHER PERSONS MAY LIVE THERE WITHOUT THE OWNERS WRITTEN PERMISSION.** Guest may stay no longer than two weeks.
7. PETS: NO ANIMALS, BIRDS, OR PETS OF ANY KIND SHALL BE PERMITTED IN THE LEASED PREMISES WITHOUT THE OWNERS PRIOR WRITTEN CONSENT. The granting of consent to others shall in no way be deemed the granting of consent to you. If you want a pet you must have our written consent, pay additional deposits and an additional monthly charge.
8. APPLIANCES: Appliances, including but not limited to Ranges, Refrigerators, Portable Heaters, Window Air Conditioners, and Evaporative Coolers are not included in the rental price. Maintenance of these units are your responsibility, and you will keep them in good repair. The following appliances have been supplied by the courtesy of Owner. ATTACHED APPLIANCES
AND REFRIGERATOR
9. MAINTENANCE: During your residency this property will be YOUR HOME and should be treated as such. You will be responsible for hiring QUALIFIED service people to take care of all minor maintenance under ALL and to repair any damage caused by you or your guests or invitee regardless of cost. Evidence of poor quality maintenance or use of unqualified service people is a violation of this lease.
Any other repairs will be addressed by the owner or his agent within 72 hours, and necessary repairs will be made within 10 days of receiving written notice from you.
You will also water and maintain your yard and landscaping, and keep your yard, parking areas and garbage areas clean and uncluttered. **OWNER WILL NOT HONOR ANY CHARGES, OR DEDUCTIONS FROM RENT NOT SPECIFICALLY AUTHORIZED IN ADVANCE IN WRITING BY HIM OR HIS AGENT.**
10. PEST CONTROL: You are responsible to keep the premises free of pests and pay for Pest Control Services if such services are

desired.


11. **ALTERATIONS:** You agree not to paint or alter your dwelling in any way, nor change locks without Owner's prior written consent.
12. **USE:** You, the Resident shall use the premises in such a manner as to comply with all local, county, state and federal laws, rules, ordinances, regulations and codes, and shall not use the premises or ordinances, regulations and codes, and shall not use the premises or permit it to be sued for any disorderly or unlawful purpose or in any manner determined by Owner to be offensive to any of the neighbors.
13. **CONDITION:** This residence is rented in "AS-IS" condition, with the understanding that no additional improvements will be made at the time of the move-in, based on the present rental rate. However, if you desire a rental improvement, the rental rate will be renegotiated to a higher amount to allow for the improvements chosen. Unless written notice to the contrary is presented to the Owner within 72 hours after you move in, everything in or about the premises will be considered to be in good condition and that a working smoke detector has been installed. (YOU AGREE TO PERIODICALLY TEST AND MAINTAIN THE SMOKE DETECTOR.)
14. **VEHICLES:** You may park only in assigned spaces where parking space is limited. Also, you may not repair your vehicles on the premises, unless in an enclosed garage, if such repairs take longer than one day.
15. **ASSIGNMENT & SUBLETTING:** You shall not let or sublet all or any part of the premises nor assign this agreement or any interest in it.
16. **ENTRY:** You, the Resident, agree to allow Owner to inspect the premises and to show it to prospective tenants, prospective purchasers, mortgagees, and contractors at any and all reasonable times.
17. **ABANDONMENT:** If you abandon or vacate the premises, Owner may terminate this lease and regain lawful possession.
18. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of any subsequent breach, and the acceptance by Owner of partial payments due shall not, **UNDER ANY CIRCUMSTANCES**, constitute a waiver of any rights of Owner under this lease, nor effect any notice of legal proceedings in unlawful detainer theretofore given and commenced under state law.
19. **TERMINATION:** All parties agree that terminating this lease before its termination date is a breach of tenancy and all Security deposits plus one full months rent shall be forfeited to Owner as liquidated damages, at Owners option, following termination.
20. **LIABILITY:** Owner recommends that you, the Resident, obtain personal liability insurance. Owner has no insurable interest in your personal property. Nor, will Owner be liable for any acts by, or

damage or injury to, you, your family, guests, invitee, or any other persons or property, occurring in or near the premises and you agree to hold us harmless from any claims for damages no matter how caused.

- 21. **INVALID CLAUSES:** Should any provision of this lease be found to be invalid or unenforceable, the remainder of the lease shall not be effected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.
- 22. **ENTIRE AGREEMENT:** This lease document and the attached exhibits constitutes the entire agreement between the parties and may be modified only in writing signed by all parties.
- 23. **TIME:** Time is of the essence in this agreement.
- 24. **VIOLATION OF TERMS:** Violation of any part of this agreement or nonpayment of rent when due shall be cause for eviction under the appropriate sections of the applicable code, and the prevailing party shall recover court costs and reasonable attorneys fees. Both owner and resident further agree to waive trial by jury and submit to the decision of the Judge who has jurisdiction over this subject matter. In any event; No action will be filed in any court after one year of the cause(s) for such action.
- 25. **ACKNOWLEDGMENT:** You hereby acknowledge that you have read this agreement, understand it, agree to it, and have been given a copy.



LESSEE

LESSEE


LESSOR

11-25-99

DATE

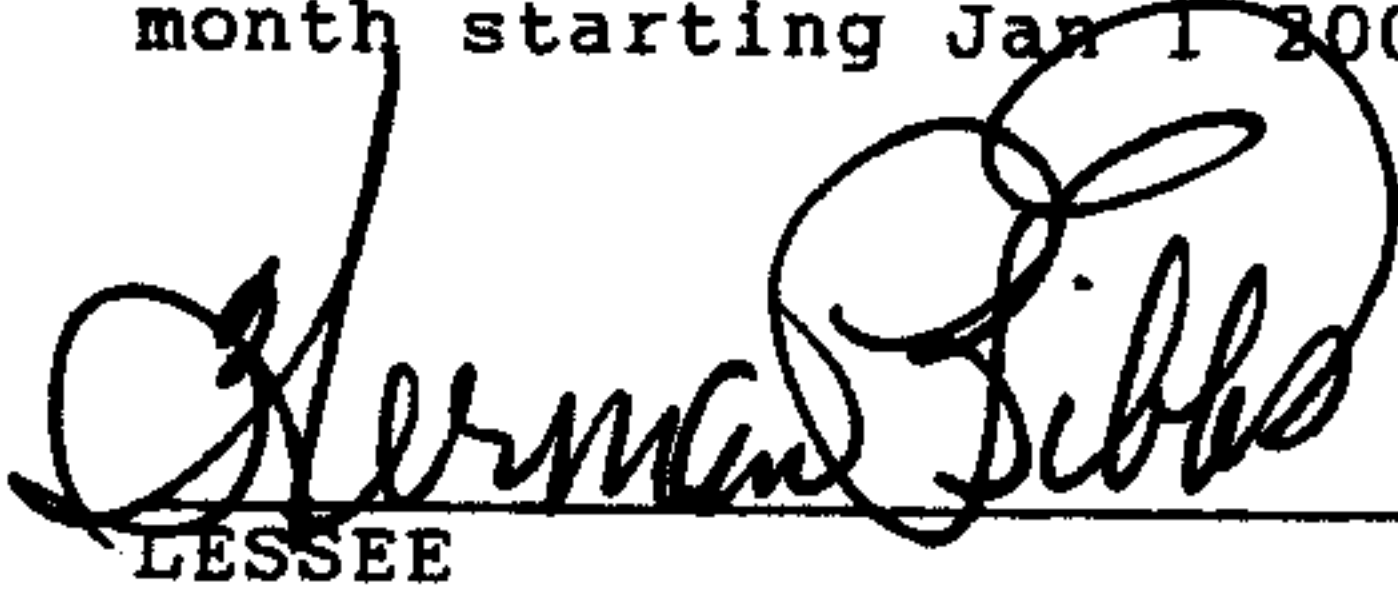
AGREEMENT

Agreement that the sales price of this property at 163 Windsor Lane Pelham, Al 35124 is 510,000.00.

The 10,000.00 is non-refundable if Option is not exercised in 12 months.

The 10,000.00 will be applied to the purchase price of 510,000.00 if option is exercised in 12 months with the balance of 500,000.00

Rental payment will be 3,700.00 due the first of each month starting Jan 1 2000 and ending Dec 1 2000.



LESSEE

LESSEE



LESSOR

11-25-99

DATE

ADDENDUM

Lessee agrees that neither a bankruptcy or Debtors Court will be able to include this property or this 12 month debt as a Non-payable debt, or a reduce payable debt.


Lessee agrees that payment will be made on the due date or late charges will come in effect.

That neither sickness or illness will be accepted as a excuse for a late payment.

Lessee agree to the full amount of the term of this lease.



LESSEE

LESSEE


LESSOR

11-25-99

DATE

OPTION

Lessee shall have the Option to Purchase the leased Premises at the end of this 12 month lease.

Or lessee can renew this 12 month leases for as additional 12 months for a non-refundable option fee of 1,500.00 with lease payments to be 3,775.00 for 12 months with the right to exercise option at the end.

The balance after 12 months will be 500,000.00 or the balance after 24 months will still be 500,00.00 if exercise option.

Or lessee can set the remaining balance up on a 30 year loan amortized at 2% over current rates with a reasonable down payment.


Or lessee can exercise option by convention loan at the end of 12 month lease or at the end of the extended 12 month lease, where lessee agrees to pay for all closing costs and attorneys fees.

All payments to be made to

Grant Dunnam
P.O. Box 416
McCalla Al 35111



LESSEE

LESSEE


LESSOR

11-25-95

DATE

Inst # 2001-05229

02/14/2001-05229

12:47 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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