

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

LEASE PURCHASE SALE AGREEMENT

LEASE SALES PURCHASE AGREEMENT, made and entered into on this the 28th day of September, 2001, by and between Gena E. Barrow, hereinafter referred to as Lessor, whether one or more, and Sidney Page Allen, Jr. and wife, Jo El Leigh Allen, hereinafter referred to as Lessee.

WITNESSETH: That for and in consideration of the sum of Five Thousand and no/100 Dollars (\$5,000.00) cash in hand paid by Lessee to Lessor, One Thousand and no/100 Dollars (\$1,000.00) of which was previously received and Four Thousand and no/100 Dollars (\$4,000.00) which is hereby acknowledged upon execution and for in consideration of the agreement by the Lessee to pay Lessors the rent hereinafter stipulated and for the consideration of the agreement by Lessee to perform all obligations imposed upon them by the terms of this contract, said Lessor does hereby rent, let, and lease unto said Lessee for a term commencing on the 1st day of October, 2001, and ending on the 31st day of August, 2002, the following described property to wit:

All of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 2, Township 22 South, Range 4 West, that lies South of the right of way of Shelby County Highway.

Situated in Shelby County, Alabama.

Physical Address: 5185 County Road 10, Montevallo, Alabama 35115.

In consideration of the rental of said property from Lessors to Lessees and the other agreements herein contained, Lessee agrees to pay Lessor monthly on said property in the sum of \$1,000.00, payable as follows:

On commencement of occupancy, the Lessee shall pay an initial rental payment of \$1,000.00 on October 1, 2001, and on the 1st day of each month thereafter, beginning November 1, 2001, pay the monthly rental of \$1,000.00 for Eleven Months (11) in consecutive and equal monthly installments. Any installment received the 10th day of each month due shall bear a late payment charge of \$50.00.

The payment of \$1,000.00 shall be made by the Lessee directly to the Lessor at Po Box 185, Montevallo, AL 35115.

It is further agreed by and between the parties to this contract as follows:

1. It is hereby understood and agreed by both parties to this contract that this property is being purchased in its "as is" condition. The Lessors will not be responsible for repairs of any nature to the aforementioned property except as herein provided. Lessors do not warrant anything as to the condition of the property. However, Lessor shall agree to pay up Three Hundred Dollars (\$300.00) for repairs as required by inspector/appraiser at final closing.
2. That should Lessee fail to pay any one of said installments of rent and should such default continue for a period of Thirty (30) days, or shall Lessee violate any other condition of this lease and remain in default as to such condition or conditions for a period of Thirty (30) days, then Lessor shall have the right at the Lessor's option to cancel and annul this lease and to repossess this property as if this lease has never been executed. Lessor shall exercise the right of cancellation by giving five (5) days written notice to Lessee, for either of them, and such notice shall be

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deemed to have been sufficiently given if it is mailed through the United States Mail, addressed to the person to whom same should be given.

3. Said Lessee agrees to keep the property in a reasonable state of repair.
4. The Lessor shall pay property taxes for tax year 2001 (10/01/00-09/30/01). The Lessee shall assume full liability for the property taxes thereafter and pay them at the end of term of this lease purchase agreement.
5. Lessee agrees, beginning at the date of occupancy that they will keep the property insured against loss by fire, storm, and/or flood in an amount not less than the \$104,800.00 (sales price of \$110,000.00 less \$5,000 down payment and \$200.00 equity payment for 10/01/01) by what is known as extended coverage insurance, specifically including fire, storm, and/or flood, said buildings to be insured in the name of the Lessee with the Lessor named as lien holder and loss payee. If Lessee fails to maintain said insurance policy, then Lessor shall have the right, at the Lessor's option, to cancel and annul this lease and to repossess this property as if this lease purchase agreement has never been executed.
6. It is agreed that if at the end of said term Lessee shall have complied with all conditions of this lease and shall have paid all the rent herein and above provided for and all amounts herein agreed to be paid by Lessee, then the Lessee shall be permitted to purchase said realty at the fair market value price of \$110,000.00. Provided that Lessee has paid each installment in a timely fashion, the Lessee shall be entitled to a credit toward said purchase price for the \$5,000.00 non-refundable down payment and for each monthly installment Twenty (20) percent of paid prior to the final closing. Final payment is due on or before August 31, 2002. Time is of the essence. Said warranty deed shall accept from its warranties any liens made or suffered by Lessee. It is agreed, however, that if Lessee make default in the performance of any obligation imposed upon them by this contract and continue in such default for Thirty (30) days, then upon the happening of any such event, Lessee shall forfeit their right to a conveyance of said property and all amounts paid by Lessee under this contract shall be taken and held as payment of rent for said property, it being distinctly understood that upon cancellation of this lease, as here and above provided for, all rights of Lessee under this contract shall cease and terminate and be forfeited.
7. It is specifically understood by and between the parties herein that the Lessees shall not, without specific written consent of the Lessor endorsed hereon, assign this contract or any part thereof of any rights thereunder. In the event of the death of the Lessee, during the term of this contract, the next of kin, legatees, distributees or personal representatives of the Lessee shall succeed to all the rights granted herein to the Lessee, subject, however, to any and all responsibilities, liabilities, and obligations accruing to the Lessee hereunder.
8. It is understood and agreed to by and between the parties herein that any and all additions, alterations, improvements or repairs made upon the subject property, during the term of this contract by the Lessees shall be and become a part of the property of the Lessors and shall be delivered to the Lessor in the event of the forfeiture of this contract. The Lessees shall not make any structural changes without the written approval of the Lessor.
9. The subject property herein leased shall not be used for any illegal purpose or for in the violation of any valid regulation of any governmental

entity or body or any manner to create a nuisance or hazard, nor in any manner to increase the rate of insurance existing on the subject property.

10. In the event the Lessee should be placed in voluntary or involuntary bankruptcy, become insolvent, or should abandon the subject property or violate any provision or condition in this lease, then the Lessor shall have the option and privilege of canceling and terminating this lease and all rights of the Lessee hereunder and retaking possession of the subject property without any notice whatsoever to the Lessee.
11. The destruction of the subject property described in this lease, whether storm, fire or any other cause shall not release the Lessees from any obligation under this agreement; it being expressly understood that the Lessee bear all risk of loss to, or damage of, the subject property.
12. The Lessee shall indemnify and hold the Lessor free and harmless from any and all demands, loss, or liability resulting from the injury of death of, any person or persons because of the negligence of the Lessee, or the condition of the leased property at any time or times after the date of possession of said property is delivered to the Lessee. In the event that it becomes necessary for the Lessor to employ attorneys to represent him, then the Lessee will reimburse, on a monthly basis, the Lessor for all legal fees and expenses connected with any legal proceedings.
13. The Lessee shall indemnify and hold the Lessor and the property and the Lessor, including Lessor's interest in said property free and clear from liability for any and all mechanics' liens or other encumbrances, expenses or damages resulting from any renovations, alterations, buildings, repairs, or work said property by the Lessee.
14. Should the Lessee fail to pay any amount to be paid by them pursuant to this agreement for taxes, assessments, insurance within ten (10) days before such amount becomes delinquent, the Lessor may pay such amount and the Lessee shall repay to the Lessor upon proof of payment.
15. A waiver of any breach of this agreement by either party shall not constitute a continuing waiver of any subsequent breach, either of the same or another provision of this agreement. The delay or admission by the Lessor to exercise any right or power provided by this agreement shall not constitute a waiver of such right of power or acquiescence in default on the part of the Lessee. The acceptance of any payment made by the Lessee in a manner or at a time other than as required by the terms and conditions of this agreement shall not be construed as a waiver or variation of such terms and conditions. Any default on the part of the Lessee shall be construed as continuous and the Lessor may exercise every right and power under this agreement any time during the continuance of such default or upon the occurrence of any subsequent default.
16. Lessee is responsible for transfer of all utilities, including gas, power, sewer, and water.
17. The Lessee may exercise its option to buy at any time during the term of this agreement. The Lessee must give the Lessor ten (10) days written notice of such intent.
18. Lessee and Lessor agree that at the final closing, closing costs shall be paid as follows:
 - a) Christopher R. Smitherman shall close the final transaction with parties splitting cost 50/50;
 - b) Title Insurance shall be order through Shelby County Abstract & Title Company, Inc. with fees split 50/50;

- c) Lessor to pay for Wood Infestation Report and transfer of Bond;
- d) Lessee to pay all remaining final closing costs, and;
- e) Lessor to pay Dan Howard Realty 7% of the Sales price for commission for the sale of said property.

20. The parties have reviewed the Settlement accounting at the execution of this Agreement and are agreeable to said expenses as charged.

21. This contract states the entire agreement existing between the parties hereto and each of the parties does hereby agree that there are not agreements or understandings in existence between the parties hereto, other than is stated herein. It is further mutually agreed that no oral amendment to this contract shall be made or asserted by either of the parties hereto.

IN WITNESS THEREOF, the parties hereto have set their hands and seals in duplicate, each being considered an original, on this day and year first here and above written.

Gena E. Barrow
Gena E. Barrow, Lessor

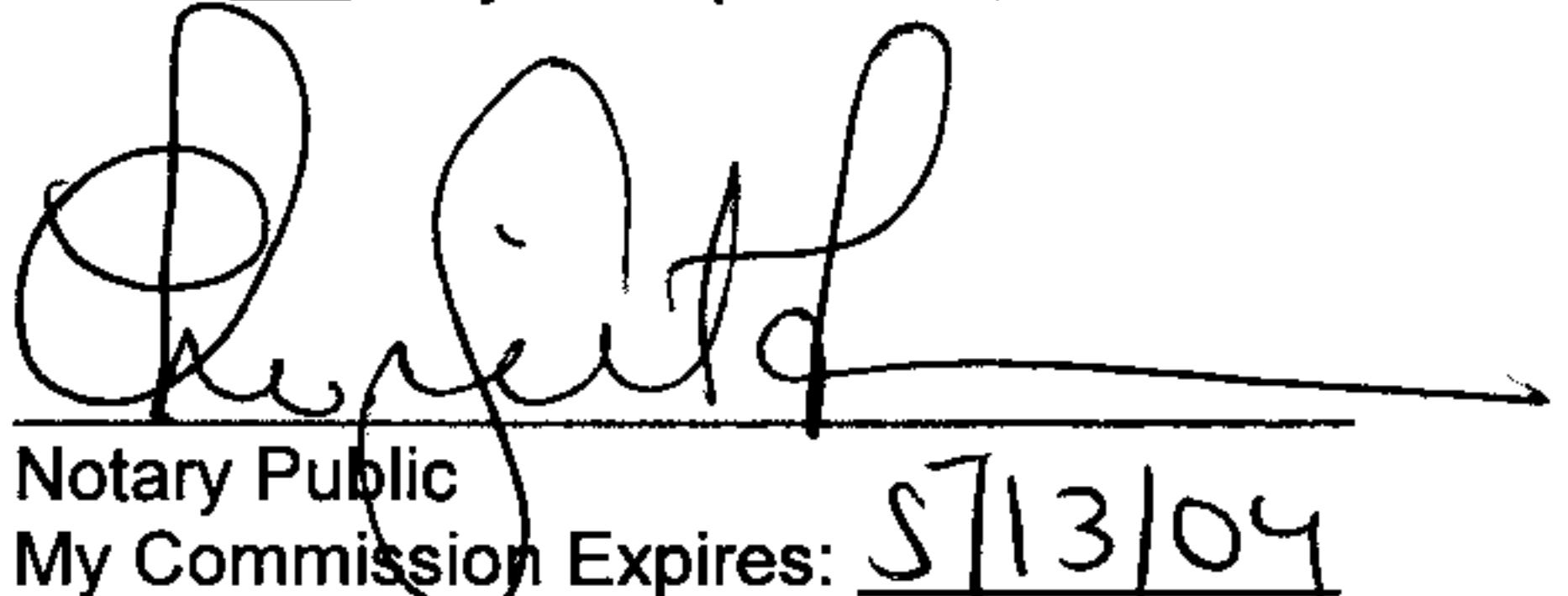
Sidney Page Allen, Jr.
Sidney Page Allen, Jr., Lessee

Jo E/Leigh Allen
Jo E/Leigh Allen, Lessee

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Gena E. Barrow has signed the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of this agreement, executed the same voluntarily on the day that the same bears date.

Given under my hand and official seal, this the 28th day of September, 2001.

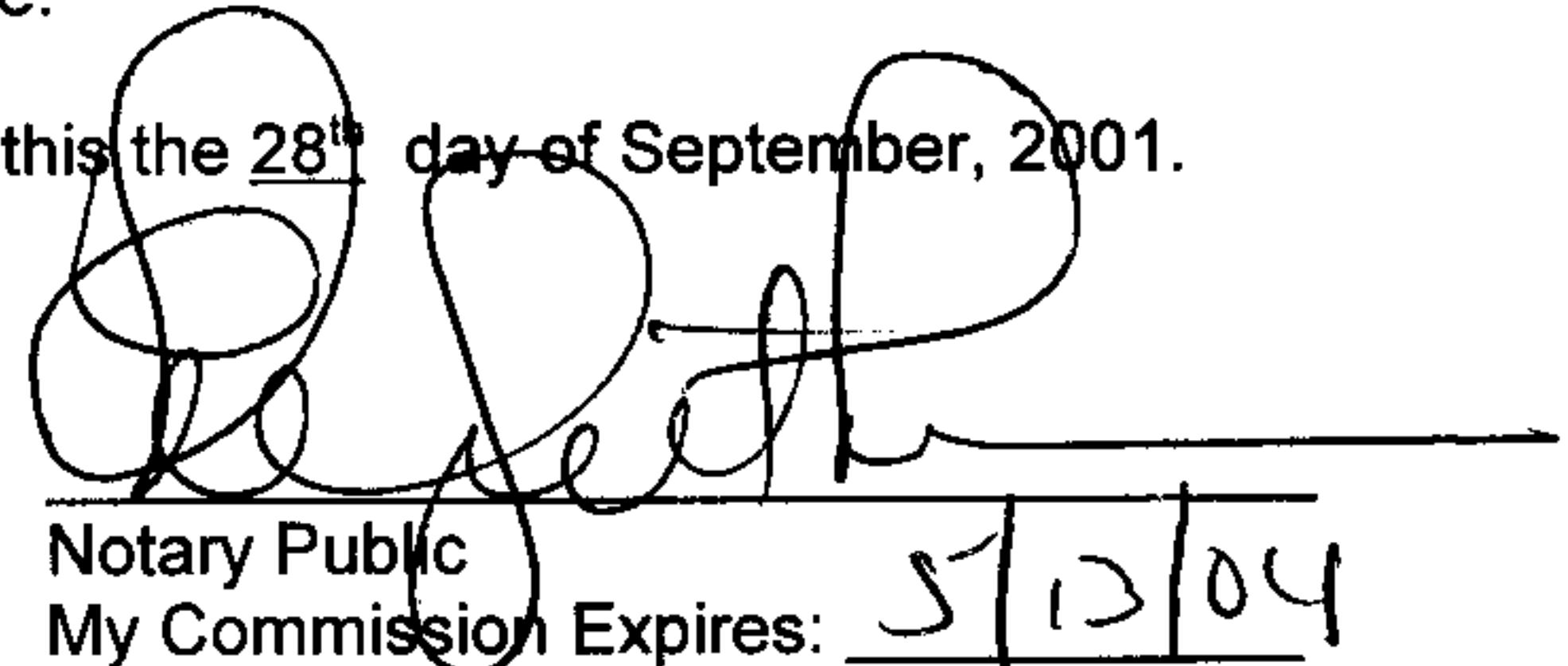

Notary Public
My Commission Expires: S/13/04

STATE OF ALABAMA
COUNTY OF SHELBY

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I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Sidney Page Allen, Jr. and wife, Jo El Leigh Allen have signed the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of this agreement, executed the same voluntarily on the day that the same bears date.

Given under my hand and official seal, this the 28th day of September, 2001.



Notary Public
My Commission Expires: 5/13/04

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