

LEASE SALE CONTRACT

**RESIDENTIAL LEASE** Property Sale  
(Mobile Home Lot)

This lease is made on 10-25-2001 between Alma Brooker, Landlord, residing at 356 Wilderness Lane, City of Alabaster, Alabama, and ~~Tenant~~, Charles B & Sandra Spencer, residing at 309 Wilderness Ln, City of Alabaster, Alabama, and in regards to the mobile home lot owned by the Landlord and hereby leased to the <sup>BUYER</sup> ~~Tenant~~ located at Lot 309, Wilderness Lane, Alabaster, AL 35007.

1. The Landlord agrees to <sup>sell</sup> ~~rent~~ to the <sup>BUYER</sup> ~~Tenant~~ and the <sup>BUYER</sup> ~~Tenant~~ agrees to <sup>buy</sup> ~~rent~~ from the Landlord, the following property: Mobile Home lot located at 309 Wilderness Lane, Alabaster, Alabama, 35007.

2. The term of this <sup>sale</sup> ~~lease~~ will be from 10-25, 2001 until 200 <sup>?? Property is pd. in full</sup>

3. The <sup>sale</sup> ~~rental~~ payments will be \$ 222<sup>00</sup> ~~350<sup>00</sup>~~ per month and will be payable by the ~~Tenant~~ to the Landlord on the 1st day of each month, beginning on the 1st day of December 2001.

4. The <sup>BUYER</sup> ~~Tenant~~ has paid the Landlord a security deposit of \$ 3000<sup>00</sup>. This security deposit will be held as security for the repair of any damages to the property by the <sup>BUYER</sup> ~~Tenant~~. This deposit will be returned to the <sup>BUYER</sup> ~~Tenant~~ within 10 days of the termination of this lease, minus any amounts needed to repair the property.

5. ~~The Tenant has paid the Landlord an additional month's rent in the amount of \$ N/A. This rent deposit will be held as security for the payment of rent by the Tenant. This rent payment deposit will be returned to the Tenant within 10 days of the termination of this lease, minus any rent still due upon termination.~~

6. ~~Tenant agrees to maintain the property in a clean and sanitary manner and not to make any alterations to the property without the Landlord's written consent. Tenant also agrees not to conduct any business on the property. At the termination of the lease, the tenant agrees to leave the property in the same condition as when it was received, except for normal wear and tear.~~

7. The parties hereto acknowledge that the property herein <sup>sold</sup> ~~leased~~ to the <sup>BUYER</sup> ~~tenant~~ is to be used by the <sup>BUYER</sup> ~~tenant~~ to place a mobile home and to reside in said mobile home. The parties further acknowledge that the property leased herein is located in a "mobile

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home" community and hereby agree to respect the peaceful and quiet enjoyment of all <sup>buyer</sup> ~~tenants~~ of said community and hereby agree to refrain from any conduct which is obtrusive or offensive to said peaceful and quiet enjoyment of all tenants.

8. The Landlord agrees to supply the following utilities to the <sup>buyer</sup> Tenant:  
NONE

9. The <sup>buyer</sup> ~~Tenant~~ agrees to obtain and pay for the following utilities:  
ALL

10. The <sup>buyer</sup> ~~Tenant~~ agrees not to sub-let the property or assign this lease without the Landlord's written consent. <sup>buyer</sup> ~~Tenant~~ agrees to allow the Landlord reasonable access to the property for inspection and repair. Landlord agrees to only enter the property after notifying the <sup>buyer</sup> ~~Tenant~~ in advance, except in emergency.

11. The <sup>buyer</sup> ~~Tenant~~ has inspected the property and has found it satisfactory.

12. If the <sup>buyer</sup> ~~Tenant~~ fails to pay the <sup>Land</sup> ~~rent~~ <sup>payment</sup> on time or violates any other terms of this lease, the Landlord will have the right to terminate this lease in accordance with state law. The Landlord will also have the right to re-enter the residence and take possession of it and to take advantage of any other legal remedies available.

13. In the event that the <sup>buyer</sup> ~~tenant~~ herein fails to comply with the terms and conditions as set forth herein, and the Landlord is caused to take action to evict said <sup>buyer</sup> ~~tenant~~ and/or collect any sums owed hereunder, the <sup>buyer</sup> ~~tenant~~ agrees to pay the landlord all costs incurred in said action, including, but not limited to, court costs, interest on the sums owing and a reasonable attorney's fee.

14. The following are additional terms of this lease:

All payments are to be made by the 1<sup>st</sup> of each month, a late fee of 20<sup>00</sup> will be added every 5 days overdue.

Until sale is complete → The lot is to be kept clean, grass is to be kept cut, and no abandoned or vehicles on blocks, no pets unless they are restrained at all times, a 25<sup>00</sup> noncompliance fee will be charged after one verbal warning. Anything after will be animal controls concern. Also, a 10mph speed limit will be strictly enforced

15. The following is a list of all parties who are anticipated to occupy the mobile home placed on the property leased herein:

Family Only - until sale is complete

parties agree to go by these terms until sale is final

16. The parties hereto acknowledge that specific rules and regulations of the mobile home community may be adopted by the Landlord and, should said specific rules and regulations be so adopted, the Landlord shall provide the tenant with a written copy of the same. Said rules and regulations shall become a part of this agreement upon the expiration of thirty (30) days after the tenant has received a copy of the same.

17. The parties agree that this <sup>Sale</sup> Lease is the entire agreement between them. This <sup>Sale</sup> Lease binds and benefits both the Landlord and the Tenant and any successors.

18. Landlord agrees to provide deed and survey at his expense conveying title to the above described property after conditions of the terms of this lease sale contract.

19. Landlord acknowledges payment of \$11,000.00 toward the total purchase price of \$15,000.00.

Alma R. Brooker 10-25-01

Signature of the Landlord

Sandra Spencer  
Charles Spencer

Signature of the Tenant

SANDRA SPENCER

CHARLES SPENCER

Alma R. Brooker

Printed name of the Landlord

Printed name of the Tenant

witnessed by: Sandra C. Brooker 10-25-01

Please sign & return within 7 days or all agreements will become null & void. You will receive a copy within 5 days upon returning this sign & dated.

\* Also, just a reminder, all payments are to be made directly to Alma R. Brooker - only - at 356 Wilderness Ln. Alabaster, AL 35007. DO NOT pay anyone else or you will be responsible for it twice! Thank you, 10-25-01

3000<sup>00</sup> down payment - ~~222<sup>00</sup>~~ per month until ~~13,382<sup>00</sup>~~ is paid in full for one acre at lot 309 Wilderness Ln.

~~total 17,000.00 at 10 yrs.~~

~~2002-01866~~

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