

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

SECRETARY OF HOUSING
AND URBAN DEVELOPMENT,
(HUD),

Plaintiff,

vs.

SARA HAND,

Defendant.

*

*

*

*

*

*

CASE NUMBER: DV-2007-900038



20080109000012150 1/11 \$41.00
Shelby Cnty Judge of Probate, AL
01/09/2008 12:30:02PM FILED/CERT

ORDER

This action has come before the Court on the motion of the Plaintiff for an Entry of Default Judgment pursuant to Rule 55(b)(2) of the *Alabama Rules of Civil Procedure*, and the Defendant, Sara Hand, having been duly served with the Summons and Complaint, and not being an infant or an unrepresented incompetent person, and having failed to plead or otherwise defend in a timely manner, and his default having been duly entered and the Defendant having taken no proceedings since such default was entered, it is ORDERED, ADJUDGED AND DECREED, that the Defendant, Sara Hand, is guilty of unlawful detainer and that the Plaintiff is hereby awarded immediate possession of the real property described in the Complaint, and unless the said Defendant tenders possession of said property to the Plaintiff, then a Writ for Possession shall be issued by the Clerk of the Court awarding immediate possession to the said property to the Plaintiff.

The Court reserves jurisdiction over this matter to enforce this Order. The costs of this proceeding are taxed as paid.

Done this the 27 day of July, 2007.

R. J. Jackson
DISTRICT COURT JUDGE

RECEIVED AND FILED
MARY H. HARRIS

AUG 02 2007

CIRCUIT & DISTRICT
COURT CLERK
SHELBY CO.

Certified a true and correct copy

Date: August 24, 2007

Mary H. Harris

Mary H. Harris, Circuit Clerk
Shelby County, Alabama



20080109000012150 2/11 \$41.00
Shelby Cnty Judge of Probate, AL
01/09/2008 12:30:02PM FILED/CERT

IN THE DISTRICT COURT OF SHELBY COUNTY, ALABAMA

SECRETARY OF HOUSING
AND URBAN DEVELOPMENT,
(HUD),

Plaintiff,

vs.

SARA HAND,

Defendant.

*

*

*

*

*

*

CASE NUMBER: _____

20080109000012150 3/11 \$41.00
Shelby Cnty Judge of Probate, AL
01/09/2008 12:30:02PM FILED/CERT

COMPLAINT

COMES NOW, Secretary of Housing and Urban Development, (HUD), Plaintiff, by and through the undersigned counsel, and in support of its Complaint shows unto this Court as follows:

1. That the Secretary of Housing and Urban Development, acting under the provisions of the National Housing Act, and as Lessor, did enter into a Lease Agreement with the Defendant, Sara Hand for the property located at 1717 Whitmire St., N.E., Leeds, Alabama, 35094. Said premises having been provided to the Lessee as temporary housing assistance pursuant to Federal Disaster Declaration FEMA-1604-DR-MS, and a copy of said lease is attached hereto as Exhibit "A".

2. The terms of said lease expired on February 28, 2007.

3. Paragraph five (5) of said lease reads as follows:

"The tenant further agrees that if he should fail to comply with any and all of the provisions of this agreement, or is not re-certified by FEMA for continued assistance, it shall be lawful for the Landlord, at his election or option, upon thirty (30) days notice, to re-enter and take possession, and thereupon this Lease Agreement shall absolutely terminate; however, nothing in this agreement shall constitute or be construed as a waiver of relinquishment of any right accruing to the Landlord under this agreement by virtue of the law."

4. Tenant was provided with thirty (30) days notice of termination and a copy of said

notice is attached hereto as Exhibit "B". As of the present, Tenant has failed to deliver up possession of the premises to the Lessor.

WHEREFORE, the premises considered, Lessor moves this honorable Court to enter an Order finding the Lessee guilty of Unlawful Detainer and restoring to Lessor possession of the property described in the Complaint.

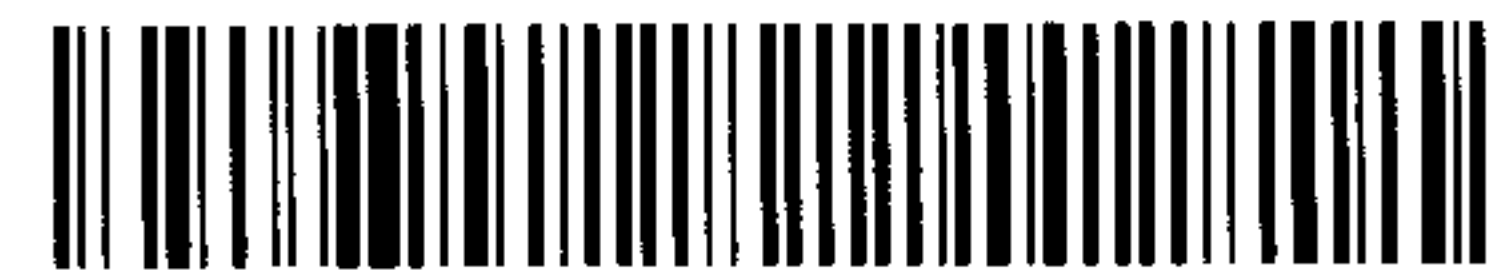
Respectfully submitted this 10th day of April, 2007.



JOHN T. BENDER (BEN025)

OF COUNSEL:

McFADDEN, LYON & ROUSE, L.L.C.
718 Downtowner Boulevard
Mobile, Alabama 36609
(251)342-9172
jbender@mlrlawyers.com



20080109000012150 4/11 \$41.00
Shelby Cnty Judge of Probate, AL
01/09/2008 12:30:02PM FILED/CERT

PLEASE HAVE THE DEFENDANT SERVED BY PERSONAL SERVICE
VIA THE SHERIFF AS FOLLOWS:

Sara Hand
1717 Whitmire St., N.E.
Leeds, Alabama 35094

**Hooks Van Holm, Inc.****LEASE**

FHA Case Number: 011-473221

THIS AGREEMENT, made this, 2005, between the SECRETARY OF HOUSING AND URBAN DEVELOPMENT (HUD), acting under the provisions of the National Housing Act, as amended, as LANDLORD, and Sara Hand as TENANT.

WITNESSETH, that premises leased under this lease are provided to the tenant as temporary housing assistance pursuant to Federal Disaster Declaration FEMA-1503-DR-LA,

WITNESSETH, that in consideration of payments made to HUD by the Federal Emergency Management Agency (FEMA) on TENANT'S behalf, the LANDLORD leases to the TENANT, and the TENANT hires from the LANDLORD, premises known as:

1717 Whitmire Street Leeds, Alabama 35094.

For the term commencing on the 10th day of April 2005, and continuing month-to-month for a maximum of eighteen (18) months from the disaster declaration date, not to exceed the last calendar day of February, 2007 and subject to monthly recertification by FEMA of continuing eligibility for temporary housing assistance. Please see Attachment to Lease for an explanation of this recertification. In the event the TENANT shall, with the consent of the LANDLORD, hold over after the term of this lease, he shall become a hold-over TENANT of said premises for a further definite term of one month only, which renewed term shall expire of its own limitation at midnight on the last day of said term. As long as said TENANT shall continue to occupy said premises, with the consent of the LANDLORD, he shall be a hold-over TENANT for a definite term of one month, said tenancy expiring without notice as aforesaid at the end of each renewed term.

Rent abatement must terminate when the landlord determines the state of emergency is over, or within 12 months of this lease, whichever comes first.

The agreed rental includes services and equipment as specified hereinafter, with the express understanding that temporary failure to furnish such services or temporary mechanical failure of such equipment shall give TENANT no claim for damages. They are:

None

20080109000012150 5/11 \$41.00
Shelby Cnty Judge of Probate, AL
01/09/2008 12:30:02PM FILED/CERT

1021 Noble St., Suite 212

Anniston, AL 36201

Phone: 256-241-1415 FAX: 256-241-1415

Toll Free: 1-866-851-5476

www.hooksvanhholm.com

EXHIBIT

A



Hooks Van Holm, Inc.

1. The TENANT, for himself and his heirs, executors, administrators and assigns, agrees as follows: (a) To pay all charges for utilities, except as noted hereinafter, as they become due; (b) To use the premises for no unlawful purposes, but to occupy the same only as a dwelling; (c) Not to assign or sublet the premises without the LANDLORD's written consent; (d) Not to use said premises for any purposes deemed hazardous by insurance companies carrying homeowners insurance thereon; (e) That if any damage to the property shall be caused by his acts or neglect, the TENANT shall forthwith repair such damage at his own expense, to the LANDLORD's satisfaction and should the TENANT fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, the LANDLORD may at his option make such repairs and charge the cost thereof to the TENANT, and the TENANT shall thereupon reimburse the LANDLORD, for the total cost of all damages so caused; (f) To permit the LANDLORD or his agents, with two days' notice, to enter the premises for the purpose of making reasonable inspections and repairs.
2. The TENANT further agrees to properly maintain the premises in clean and sanitary condition at all times and to comply with all covenants and restrictions, laws, health and police requirements, with respect to said premises and appurtenances, and to save the LANDLORD harmless from all fines, penalties, and costs for violation or noncompliance with any of said laws, requirements, or regulations, and from all liability arising out of any such violation or noncompliance.
3. The TENANT by execution of this agreement admits that the premises are in a tenable condition and agrees that at the end of said term to deliver up and surrender said premises to the LANDLORD in as good condition as when received, reasonable wear and tear thereof, excepted.
4. It is further agreed that the LANDLORD will make all necessary repairs to said property except repairs necessary to be made caused by the acts or neglect of the TENANT. No alteration, addition, or improvements shall be made in or to the premises without the consent of the LANDLORD in writing, and all additions and improvements made by the TENANT shall belong to the LANDLORD. Nothing herein shall authorize the TENANT to do any act which shall in any way encumber the title of the LANDLORD in and to said premises.
5. The TENANT further agrees that if he should fail to comply with any and all other provisions of this agreement, or is not recertified by FEMA for continued assistance, it shall be lawful for the LANDLORD, at his election or option, upon 30-days notice, to reenter and take possession, and thereupon this lease agreement shall absolutely terminate; however, nothing in this agreement shall constitute or be construed as a waiver of relinquishment of any right accruing to the LANDLORD under this agreement by virtue of law.



20080109000012150 6/11 \$41.00
Shelby Cnty Judge of Probate, AL
01/09/2008 12:30:02PM FILED/CERT

1021 Noble St., Suite 212
Anniston, AL 36203
Phone: 256-241-1415 FAX: 256-241-1425
Toll Free: 1-866-851-5476
www.hooksvanhohm.com



Hooks Van Holm, Inc.

6. All goods and chattels placed or stored in or about the premises are at the risk of the TENANT.
7. The failure of the LANDLORD to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Landlord's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
8. The TENANT warrants that no person or agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial agencies retained by the TENANT for the purpose of securing business. For breach or violation of this warranty, the LANDLORD shall have the right to annul this lease without liability or in its discretion to require the TENANT to pay the full amount of such commission, percentage, brokerage, or contingent fee.
9. No Member of or Delegate of Congress, or Resident Commissioner, shall be admitted to any share of part of this lease or to any benefit that may arise there from, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.
10. This lease is nontransferable and runs to the benefit of the signatory only with the exception that with the prior approval of the LANDLORD this lease may inure to the benefit of the spouse of the signatory. No other assignment of this lease is permissible without prior approval of the LANDLORD.
11. This lease contains the entire agreement between the parties hereto, and neither party is bound by representations or agreements of any kind except as herein.
12. If property was constructed before 1978, the TENANT acknowledges receipt of the Notice entitled, Watch Out for Lead-Based Paint Poisoning, Protect your Family from lead in your Home, which provides facts concerning the danger of lead poisoning for renters.

WITNESS:

Secretary of Housing and Urban Development, LANDLORD

Valerie Dixon

BY: Valerie Dixon

Sara Hand

TENANT

Sara Hand



20080109000012150 7/11 \$41.00
Shelby Cnty Judge of Probate, AL
01/09/2008 12:30:02PM FILED/CERT

1021 Noble St., Suite 212
Anniston, AL 36203
Phone: 256-241-1415 FAX: 256-241-1425
Toll Free: 1-866-851-5476
www.hooksvanholt.com

**Hooks Van Holm, Inc.****Attachment to Lease**

- HUD is providing you with the temporary use of the premises because FEMA has determined that you are eligible for temporary housing assistance under federal disaster declaration FEMA-16042 DR-LA.
- The lease states that the term may not exceed 18 months from the date of disaster declaration; however please note that the lease is month to month and your continued tenancy is subject to recertification by FEMA of continuing eligibility for temporary housing assistance in addition to your abiding by the other terms of the lease.
- You will be contacted directly by FEMA regarding recertification.
- In order to be recertified by FEMA, you must:
 - o Diligently undertake to obtain permanent housing at the earliest possible date; and
 - o Accept adequate alternate housing when it becomes available.
 - o Maintain the temporary housing provided in the same condition as received at the beginning of your occupancy.
 - o Abide by any and all rules established by the housing management.
- If you are eligible for any payments or allowances for temporary housing needs from insurance, such as Additional Living Expenses (ALE), you agree to reimburse FEMA at the monthly fair market rent for the unit provided, or the housing portion of the monthly ALE benefit, whichever is less.
- You may contact FEMA at 1-800-621-3362 if you have any questions regarding this attachment.

Sara Hand Renter
Sara Hand

4/11, 2006

Wayne Buley Co-Renter

4/11, 2006

Valerie Dixon HVH representative
Valerie Dixon

, 2006

1021 Noble St., Suite 212
Anniston, AL 36203
Phone: 256-241-1415 FAX: 256-241-1425
Toll Free: 1-866-851-5476
www.hooksvanhholm.com



20080109000012150 8/11 \$41.00
Shelby Cnty Judge of Probate, AL
01/09/2008 12:30:02PM FILED/CERT

Smoke Detector(s) Lease Addendum

Tenant acknowledges and certifies that: Landlord (Hooks, Van Holm, Inc.) has installed smoke detector(s) in the premises and determined the smoke detector(s) to be operational; and that maintenance required during the term of the lease to maintain the smoke detector(s) (including batteries) in proper working condition is the sole responsibility of the tenant.

SMOKE DETECTORS MUST BE OPERATIONAL AT ALL TIMES. Any resident who removes, disconnects or tampers with a smoke detector, or permits a relative or guest to remove, disconnect or tamper with a smoke detector may be evicted. Any smoke detector that is malfunctioning must be reported to the landlord (Hooks, Van Holm, Inc.) immediately.

TENANT(S):

Sara Hand
(Signature)

Wayne Buley
(Signature)

Sara Hand
(Name)

Wayne Buley
(Name)

April 11, 2006
(Date)

4-11/06
(Date)

1717 Whitmire St Leeds Alabama
(Address)


256-492-1521
Phone #

FHA #

LANDLORD:

Valerie Dixon
(Witnessed by)

(Date)


20080109000012150 9/11 \$41.00
Shelby Cnty Judge of Probate, AL
01/09/2008 12:30:02PM FILED/CERT

Hooks Van Holm, Inc.

8010 Roswell Rd. Suite 100

Atlanta, GA 30350

770 393-9693

770 393-4348-fax

EVICTIION NOTIFICATION

To: Sara Hand

Case number: 011-473221

1717 WHITMIRE ST NE,

LEEDS, AL, 35094

Inspections at the property and correspondence to the property provide evidence that the property has been abandoned. Failure to contact the Hooks Van Holm Property Management Department on or before **March 16, 2007** will cause the lease to be terminated. The lease agreement dated **April 10, 2006** requires that you surrender the premises, as provided in

"Section 5":

The TENANT further agrees that if he should fail to comply with any and all other provisions of this agreement, or is not recertified by FEMA for continued assistance, it shall be lawful for the LANDLORD, at his election or option, upon 30-days notice, to reenter and take possession, and thereupon this lease agreement shall absolutely terminate;

Dated: Feb 16, 2007

HVH Property Management Department

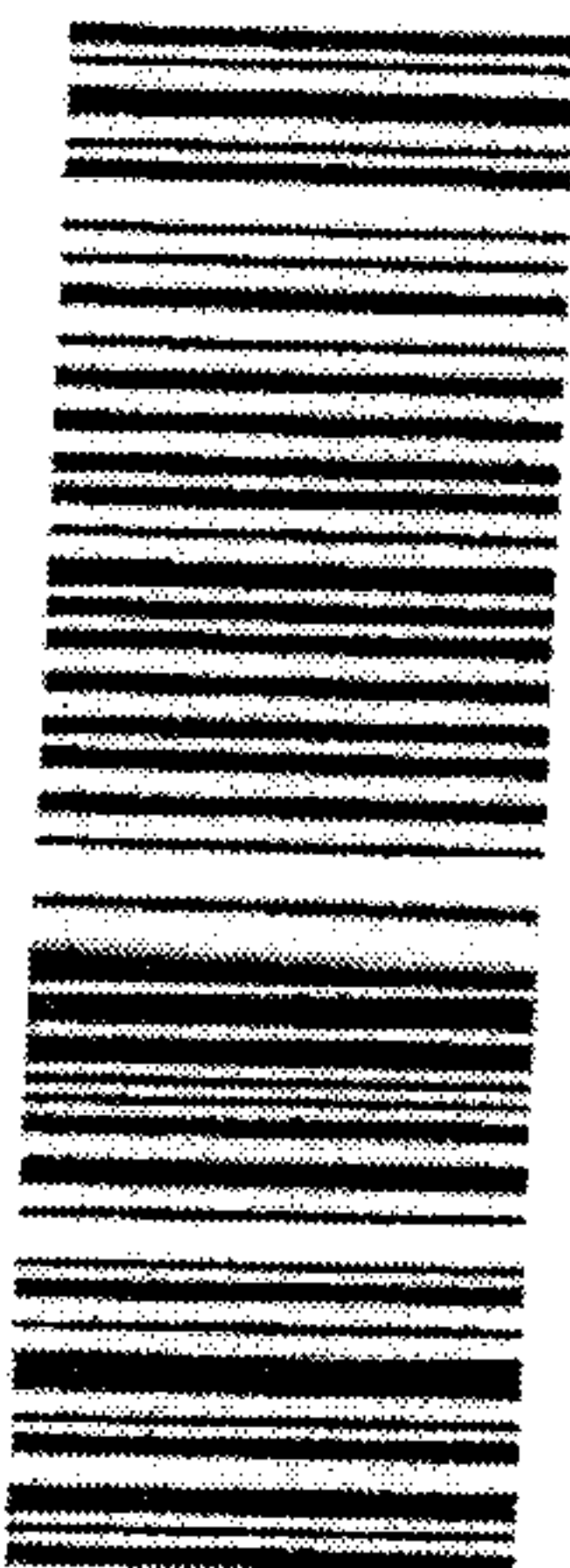


20080109000012150 10/11 \$41.00
Shelby Cnty Judge of Probate, AL
01/09/2008 12:30:02PM FILED/CERT



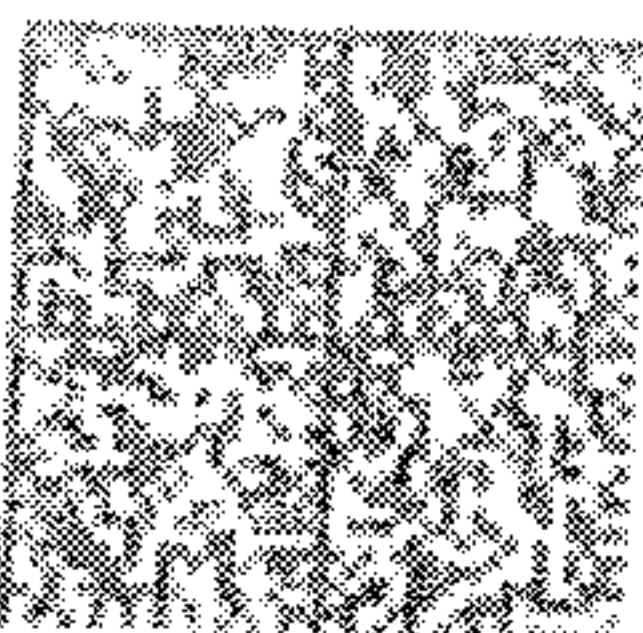
[illegible]

CERTIFIED MAIL

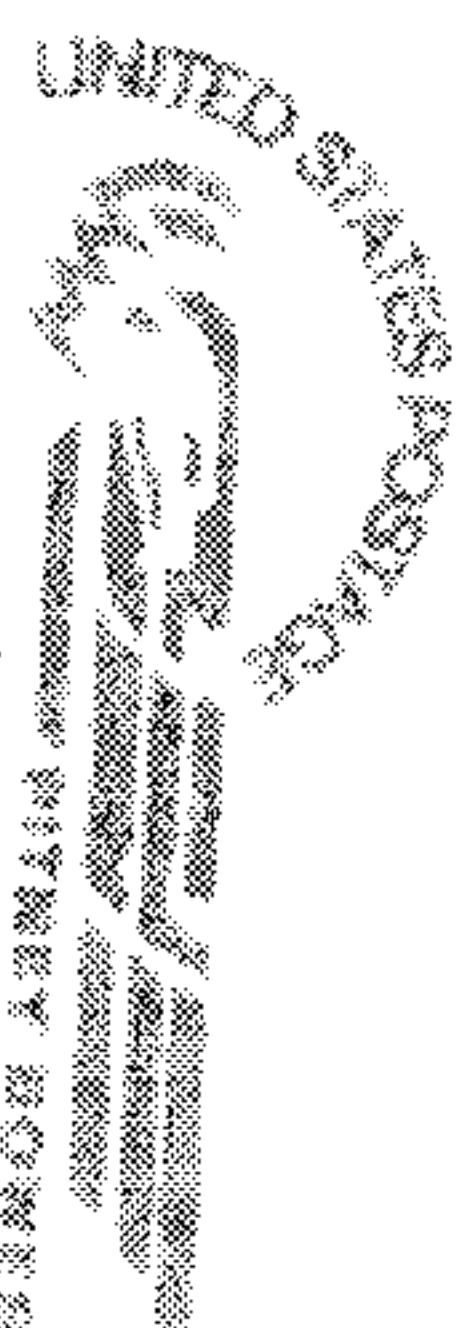


7007 0220 0000 6877 1267

Sara Hand
1717 Whitmore St.
Leeds, AL 35094



UNITED STATES POSTAGE
02 1P
\$004.64
WILNET BOWERS
0004159334 FEB 16 2007
MAILED FROM ZIP CODE 30350



First Notice 2/23
Second Notice 2-28
Returned 3-10

20080109000012150 11/11 \$41.00
Shelby Cnty Judge of Probate,AL
01/09/2008 12:30:02PM FILED/CERT