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Shelby Cnty Judge of Probate, AL
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This Instrument Prepared By:

Michael T. Atchison, Attorney at Law, Inc.
P.O. Box 822
Columbiana, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY

LEASE SALE CONTRACT

This lease, made this 28th day of April, 2008, by and between Charla C. and William C. Evans, Parties of the First Part and Alfredo Angel, Parties of the Second Part:

WITNESSETH, that the party of the first part does hereby rent and lease unto the parties of the second part the following premises in Shelby County, Alabama, more particularly described as follows, to-wit:

1385 Simmsville Road
Alabaster, Alabama 35007

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Situated in SHELBY County, Alabama.

for occupation by them as a residence, and not otherwise, for and during the term of fifteen (15) year(s), to-wit: from the 28th day of April, 2008 to the 28th day of April, 2023.

In consideration whereof, the parties of the second part agrees to pay to the party of the first part the sum of One Hundred Thousand Dollars and no/100 (\$100,000.00) and said amount is divided into payments as follows:

Seven Hundred Ninety dollars and 79/100 (\$790.79) per month beginning January 1, 2009. At the end of the lease period, the amount of principal shown on amortization schedule furnished to both parties will be deducted from the purchase price, each evidenced by notes bearing legal interest, payable at 268 Wynlake Drive Alabaster Ala 35007 on the 1st day of each month, during said term, in advance, being at the rate of 5.0% per annum.

And should the parties of the second part fail to pay the rents as they become due, as aforesaid, or violate any other conditions of this Lease, the said party of the first part shall then have the right, at their option, to re-enter the premises and annul this Lease. And in order to entitle the party 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. And 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 party of the first part liable therefore, and to commit no waste of property, or allow the same to be done, but to take good care of the same; nor to under-lease said property nor transfer the Lease without the written consent of the party 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 at the commencement of said term, natural wear and tear excepted.

In the event of the employment of an attorney by the party of the first part, on account of the violation of the conditions of this Lease by the parties of the second part, the parties of the second part hereby agrees that they will be taxed with said attorney's fee. And as a part of the consideration of this Lease, and for the purpose of securing the party of the first part prompt payment of said rents as herein stipulated, or any damage that party 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 party of the first part under this contract, the said parties of the second part hereby waives all right which they may have under the Constitution and Laws of the State of Alabama, to have any of the personal property of the parties of the second part exempted from levy and sale, or other legal process.

The parties of the second part agrees to pay all taxes on the above described property during said term as the same becomes due; and also agrees to pay all assessments for street and sidewalk improvements, should any be made against said property.

It is understood and agreed that at the end of said term if the parties of the second part have complied with each and all conditions of this Lease, then the party of the first part agrees that the rent paid under this Lease shall be considered as payment for said property, and the party of the first part shall make and execute a deed with a warranty of title conveying said property to the parties of the second part.

It is further understood and agreed that if the parties 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, they forfeit their rights to a conveyance of said property, and all money paid by the parties of the second part under this contract shall be taken and held as payment of rent for said property, and the parties of the second part shall be liable to the party of the first part as a tenant for the full term of said Lease, and the provision herein "that the rent paid under this Lease shall be considered a payment for said property, and the party of the first part shall make and execute a deed with a warranty of title conveying said property to the parties of the second part", shall be a nullity and of no force or effect; and the failure of the parties of the second part to comply with any of the conditions of this instrument shall ipso facto render the said provision a nullity, and make the said parties 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 party of the first part.

It is further understood and agreed that if the parties of the second part should at any time before the maturity thereof desire to pay off the remaining monthly payments, as named herein they 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 TESTIMONY WHEREOF, we have set our hands and seals in duplicate, this 28th day of April, 2008.

Charla C. Evans
Charla C. Evans

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William C. Evans
William C. Evans

Alfredo Angel
Alfredo Angel

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Charla C. Evans and William C. Evans whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 28th day of April 2008.

[Signature]
Notary Public

My commission expires: 10-16-08

STATE OF ALABAMA
COUNTY OF SHELBY

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

Given under my hand and official seal, this 28th day of April 2008.


[Signature]
Notary Public

My commission expires: 10-16-08

Commence at the SW corner of the N 1/2 of the SW 1/4 of the NE 1/4 of Section 36, Township 20 South, Range 3 West; thence run North along the West line of said 1/4-1/4 Section a distance of 269.15 feet to the point of beginning; thence continue North along the West line of said 1/4-1/4 Section a distance of 78.38 feet and turn an angle of 21 degrees 46 minutes 47 seconds to the right and run a distance of 353.24 feet; thence turn an angle of 86 degrees 23 minutes 20 seconds to the right and run a distance of 273.40 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 485.10 feet; thence turn an angle of 78 degrees 19 minutes 15 seconds to the right and run a distance of 547.19 feet to the Northwest right of way line of Shelby County Highway No. 11; thence turn an angle of 106 degrees 34 minutes 42 seconds to the right and run along said right of way line a distance of 272.68 feet; thence turn an angle of 68 degrees 19 minutes 07 seconds to the right and run a distance of 426.90 feet; thence turn an angle of 68 degrees 19 minutes 07 seconds to the left and run a distance of 520.95 feet; thence turn an angle of 66 degrees 52 minutes 04 seconds to the right and run a distance of 348.07 feet to the point of beginning. Situated in the W 1/2 of the NE 1/4, Section 36, Township 20 South, Range 3 West, Shelby County, Alabama.

LESS AND EXCEPT that portion previously conveyed to Raymond K. Wilson, as recorded in Instrument #1994-32911, in Probate Office of Shelby County, Alabama. ALSO, LESS AND EXCEPT that portion previously conveyed to David Cavender and wife, Melody E. Cavender, as recorded in Instrument #1998-31658, in Probate Office of Shelby County, Alabama.

All being situated in Shelby County, Alabama.


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