

THIS INSTRUMENT WAS PREPARED BY:

MIKE T. ATCHISON, ATTORNEY AT LAW
P.O. BOX 822
COLUMBIANA, ALABAMA 35051

STATE OF ALABAMA
COUNTY OF SHELBY

LEASE SALE CONTRACT

This Lease, made this 8th day of April, 2008, by and between **DAVID TAFT**, Party of the First Part, and **RODNEY WHITFIELD and THERESA GODWIN**, 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:

255 Highway 22, Montevallo, AL. 35115
See attached EXHIBIT A: Lot 3, TAFT SUBDIVISION Map Book 40
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for occupation by them as a residence, and not otherwise, for and during the following term, to-wit: from the 1st day of May, 2008 to the 31st day of October, 2016.

In consideration whereof, the parties of the Second Part agrees to pay to the party of the First Part the sum of Twenty Eight Thousand and no/100-----DOLLARS (\$28,000.00), payable as follows:

DOWN PAYMENT: \$2,000.00

BALANCE REMAINING: \$26,000.00, to be paid as follows:

PRINCIPAL AND INTEREST: \$407.80

+ HAZARD INSURANCE: \$ 25.00

TOTAL DUE PER MONTH: \$432.80

All terms of the real estate sales contract dated APRIL 8, 2008 are to remain in full force and effect. MICHAEL T. ATCHISON will handle closing and represent party of the First Part on the date of closing.

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 parties of the Second Part agree 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 sell or 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. The parties of the Second Part agree that there can never be more than one dwelling on the property until said property is paid off. The parties of the Second Part further agree that there will be no junk cars visible kept on the property and property will be kept clean at all times until said property is paid off. The parties of the Second Part agree to the responsibility of the upkeep of the property and that there is no guarantee on the property. The parties of the Second Part agree that to have anything done to said property, they must have the written permission of the party of the First Part.

Shelby T. H. Initials

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 agree 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 waive 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.

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.

The parties of the Second Part agree to pay $\frac{1}{2}$ taxes on the above described property during said term as the same becomes due. The parties of the Second Part agree to pay their own utilities each month. The parties of the Second Part agree that the hazard insurance on the house will not cover contents and in the event of insurance paying off the house for any reason, parties of the Second Part will have no right to any of the payoff.

It is further understood and agreed that if the parties of the Second Part fail to pay the monthly rent as it becomes due, and becomes as much as ten days late, there will be a \$25.00 per day Late Fee assessed. If the payments become past due for more than 30 days, the full amount will be due immediately and eviction notice served. Should parties of the Second Part fail to pay $\frac{1}{2}$ of the taxes on the said property when the same becomes due, or should parties of the Second Part 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 8th day of April, 2008.


DAVID TAFT


RODNEY WHITFIELD


THERESA GODWIN

STATE OF ALABAMA
COUNTY OF SHELBY

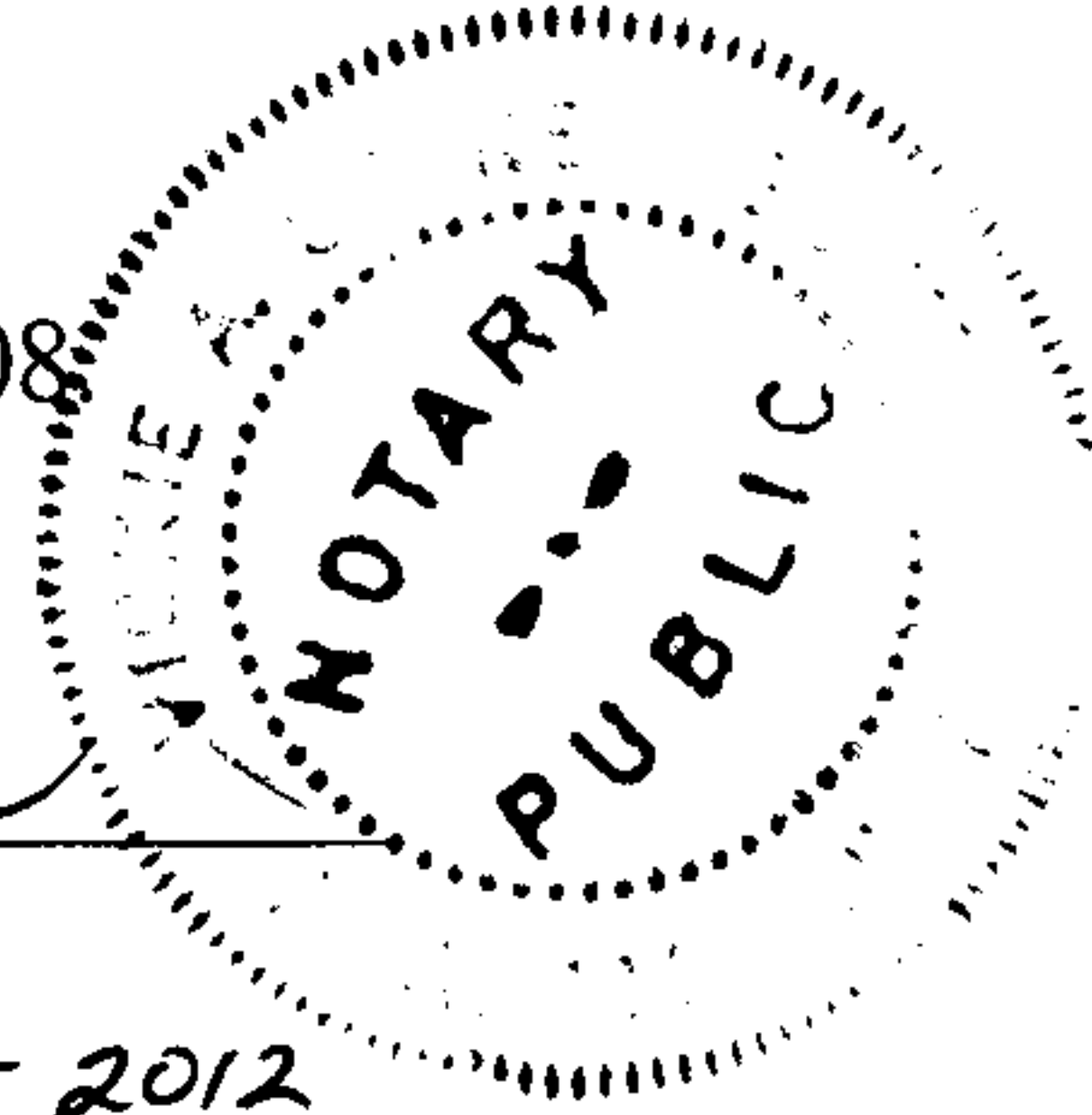
20091109000417680 3/3 \$19.00
Shelby Cnty Judge of Probate, AL
11/09/2009 01:04:56 PM FILED/CERT

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that **DAVID TAFT**, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8th day of April, 2008.

Vickie A. Spore
Notary Public

My Commission Expires: 3-19-2012



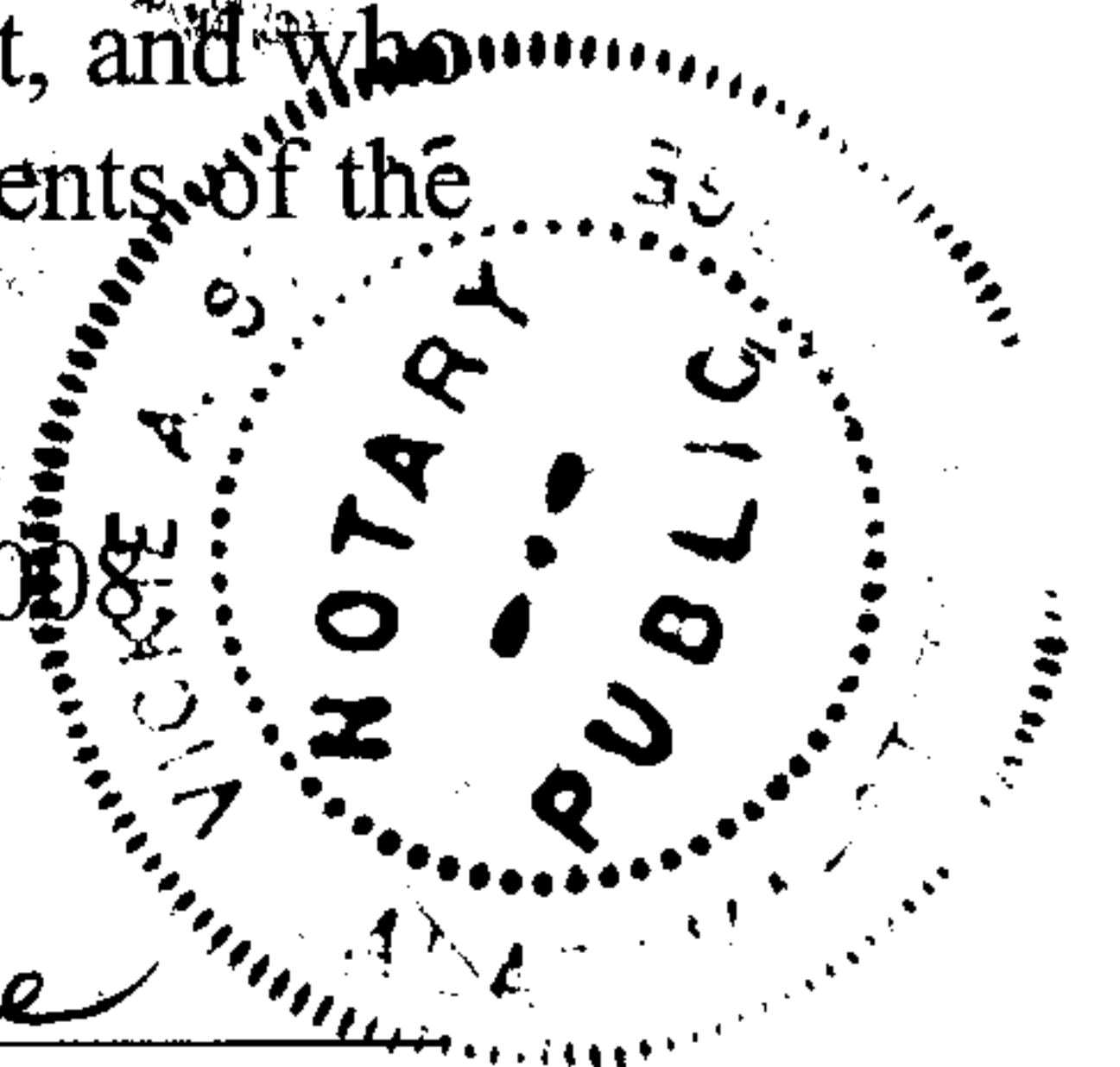
STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that **RODNEY WHITFIELD**, 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8th day of April, 2008.

Vickie A. Spore
Notary Public

My Commission Expires: 3-19-2012



STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that **THERESA GODWIN**, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 8th day of April, 2008.

Vickie A. Spore
Notary Public

My Commission Expires: 3-19-2012

