


LEASE PURCHASE AGREEMENT

THE STATE OF ALABAMA)
SHELBY COUNTY)


20151030000378020 1/8 \$35.00
Shelby Cnty Judge of Probate, AL
10/30/2015 08:51:02 AM FILED/CERT

This contract entered into the 23rd day of October, 2015 by and between **WALLACE GLENN MCGALLIARD**, a married man, hereinafter referred to as the "SELLER" and **FELIX GUERRERO RODRIGUEZ AND GRISELDA MALDONADO AGUILAR**, hereinafter referred to as the "BUYERS".

Witnesseth: That if the Buyers shall first make the payments and perform the covenants hereinafter mentioned on Buyers' part to be made and performed, the Seller shall agree to convey and deliver to the Buyers a good and sufficient Warranty Deed, conveying to the Buyers good and marketable title to the following described property to- wit:

REAL PROPERTY/ PHYSICAL ADDRESS: 3381 Westover Road, Westover, AL 35147, and 3401 Westover Road, Westover, AL 35147, whereas there is situated a mobile home and (two) 2 parcels of real property as identified below:

Parcels: 08 5 22 0 001 035.000 and 08 5 22 0 001 036.000, in accordance to Shelby County Property Tax Assessor records.

Property Description: COMMENCE AT THE SOUTHEAST SHELBY CORNER OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, THENCE PROCEED SOUTH 89 EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION FOR A DISTANCE OF 747.8 FEET TO THE POINT OF BEGINNING, THENCE PROCEED NORTH 26 38 58 WEST FOR A DISTANCE OF 350.43 FEET TO THE POINT ON THE SOUTHRNLY RIGHT OF WAY LINE OF OLD U.S. HIGHWAY 280, HENCE PROCEED NORTH 63 17 20 EAST ALONG THE SOUTHERNLY RIGHT OF WAY LINE OF SAID ROAD FOR A DISTANCE OF 96.65 FEET; THENCE PROCEED SOUTH 26 45 EAST A DISTANCE OF 400 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID SECTION 22, THENCE PROCEED NORTH 89 WEST ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 22 TO THE POINT OF BEGINNING; BEING SITUATED IN THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 1 WEST. SHELBY COUNTY, ALABAMA.

Property Description: COMMENCE AT THE SE CORNER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 1 EAST; THENCE RUN WEST ALONG THE SOUTH LINE OF SECTION 22, A DISTANCE OF 464.43 FEET; THENCE TURN AN ANGLE OF 62 DEG. 21 MIN. TO THE RIGHT AND RUN A DISTANCE OF 302.98 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG HE SAME COURSE A DISTANCE OF 100.00 FEET TO THE

SE RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 280; THENCE TURN AN ANGLE OF 90 DEGREE 11 MIN. TO THE RIGHT AND RUN ALONG SAID OF WAY LINE A DISTANCE OF 122.00 FEET TO THE POINT OF BEGINNING, SITUATED IN SHELBY COUNTY, ALABAMA.

The buyers hereby covenants and agrees to pay the Seller the sum of (six hundred sixty five dollars) \$665.00 per month as rental payments during the rental and option to purchase term, and any period thereafter as may be agreed to by the parties in a separate agreement or modification to be executed following the rental period, which shall be three (3) years ("Three year lease period"). The buyer will pay (five thousand dollars) \$5,000.00 down payment for security deposit, and the monthly payments ("Rent") of \$665.00 each month beginning on November 1, 2015, and terminating on October 31, 2018 ("36 months lease term"). **All payments, (including down payment amount) paid of the rent for the properties by the Buyers shall be applied as credit to Buyers' purchase of the properties, and made to the properties' mortgage company immediately after payment is made. Seller shall be responsible for providing a monthly statement of the buyers' payments made and credits deposited towards the mortgage balance to the Buyers.** It is the intent of the Buyers that they will purchase the property on or before the lease term expires, should the Buyers not exercise their option to purchase the property at or before the "lease termination date", Buyers shall forfeit all payments made and the tenancy shall be considered payments to rent the property. All payments are to be sent to the Seller at such place as may be designated from time to time by the Seller. There is "no" penalty for prepayment in whole or in part at any time, should buyers desire to pre-pay rent payments. It is further expressly agreed and understood between the parties hereto that the conveyance to be made by the Sellers to the Buyers shall be expressly subject to the following to be performed by the parties:

Seller's Initials WJm SMc

Buyer's Initial's G.M FG

1. The buyers shall purchase the property at a current amount of \$67,344.67, the amount of the outstanding existing mortgage due to Argent Mortgage Company, LLC and serviced by Ocwen Loan Servicing, LLC, as of the date of this agreement; or as of the date the option is exercised ("the payoff date"). Buyers agree that to convey title, the full amount of the mortgage/ promissory note must be paid before conveyance of the properties. Seller shall assure that a satisfaction of mortgage is obtained upon making the full payment of the mortgage/ promissory note, and agree to transfer good marketable title to the buyers by warranty deed, free of any liens, encumbrances, and mortgages.
2. Seller shall pay and maintain current all taxes and insurance on the home. Buyers agree to pay their pro-rated portion for all property taxes on the property parcel not paid by the mortgage escrow commencing on the date this agreement commences,

and full property taxes thereafter during the possession period. Buyers take the home in "as is" condition and agree to pay for repairs and maintenance of the home during the rental term.

3. This contract is not to be transferred or assigned without the written permission of the Seller, however, Buyers may lease the home to a third party during the rental term, and such tenant must be approved by the Seller as to credit worthiness and a viable tenant for a single family home.
4. Buyers agrees to keep said property free from any liens not agreed upon by the Seller. Seller agrees to not mortgage or cause a lien to be placed on the home during the Buyers' option term. Seller may re-finance the home during the option term, so long as the Buyer's rights to purchase under the terms of this contract are not materially and unfavorably affected.
5. In the event the Buyers fails to make the payments as agreed above and becomes as much as (two) 2 month in arrears during the first year ("the lease term") of the existence of this Lease, or as much as (two) 2 month in arrears on such payments at any time thereafter, or should fail to comply with any condition or requirement herein, all payments already made shall be forfeited and retained by the Seller and buyers forfeit any right of option to purchase the property at Sellers' option, and possession of the property returned to the Seller immediately. A Certified Letter addressed to the Buyers by Seller shall be sufficient notice of the exercise of such option by the Seller. All improvements, finished or unfinished, shall remain with the property and belong to the Seller without obligation or liability whatsoever.
6. No right, title or interest, legal or equitable, in the premises aforesaid shall vest in Buyers until full payment of the purchase price has been made and deed delivered to the Buyers.
7. It is mutually agreed by and between the parties hereto that the time of payment shall be of the essence to this contract and covenants and agreements herein shall extend to and be obligatory upon the heirs and assigns of the respective parties.
8. During this contract period, the Buyers shall have full use of the land (both lots and mobile home), with rights to ingress and egress, rights to erect structures and fencing, right to remove underbrush and cultivate land.
9. A late charge of \$75.00 will be assessed against each payment received four days or more after the due date. Payments for rent of property before the exercise of the option to purchase shall be due by no later than the 3rd day of each month ("grace period"), after the 3rd day, there is a late charge of \$75.00. Every effort shall be made

by the Buyers to make payments before the 1st of each month, specifically by the 25th day preceding the rental month, so that Seller can pay his mortgage timely.

10. During the contract period Seller agrees not to add any additional liens or mortgages to the subject property. If Buyers agree in writing, Seller may refinance the property only for the purpose of reducing the term, interest rate, or monthly payment.

Seller's Initials WJm SKC

Buyer's Initial's G.M FG

OPTION AGREEMENT

1. **OPTION TERM.** The option to purchase periods commences on October 31, 2018 and notification shall be made in writing 30 days in advance. The option to purchase period must be made to Seller in writing at least 30 days in advance, to be sent to sellers via certified mail/ return receipt to Sellers' notice address. If Buyers desires to purchase the property before the option period, Buyers shall have the right to exercise said option before the three (3) year rental period, provided that Buyers desire to pay off the full remaining balance on the mortgage of the property.
2. **NOTICE REQUIRED TO EXERCISE OPTION.** To exercise the Option to Purchase, the Buyers must deliver to the Seller written notice of Buyer's intent to purchase. In addition, the written notice must specify a valid closing date. The closing date must occur before 120 days from the termination date of the rental period, at which time the Buyers would remain in possession of the home, paying the agreed upon rent up to the point of closing on the purchase of the home. The period from the notification of the Buyers' election to exercise option to the closing and delivery of the warranty deed shall be considered an extension of the rental period, and rate of rent shall be at (seven hundred dollars) \$700.00 per month on a month to month basis.
3. **OPTION CONSIDERATION.** As consideration for this Option to Purchase Agreement, the Buyers agree to maintain the home in good condition and undertake any repairs needed and provide all routine maintenance to HVAC equipment and compete all other repairs.
4. **PURCHASE PRICE.** The total purchase price for the Property is **\$67,344.67, as of the date of this agreement, or the mortgage/ promissory note balance at the time option is exercised ("the mortgage payoff amount")**. Provided that the Buyer timely executes the option to purchase, is not in default of the Lease Agreement, and closes the conveyance of the Property. Seller agrees to assign and convey all payments made by the Buyers directly to the mortgage company.

5. **EXCLUSIVITY OF OPTION.** This Option to Purchase Agreement is exclusive and non-assignable and exists solely for the benefit of the named parties above. Should Buyers attempt to assign, convey, delegate, or transfer this option to purchase without the Seller's express written permission, any such attempt shall be deemed null and void.
6. **CLOSING AND SETTLEMENT.** Buyers shall determine the title company at which settlement shall occur and shall inform Seller of this location in writing. Buyers agree that closing costs in their entirety, including any points, fees and other charges required by the third-party lender, shall be the sole responsibility of Buyers.
7. **FINANCING AVAILABILITY.** SELLERS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE AVAILABILITY OF FINANCING REGARDING THIS OPTION TO PURCHASE BUYERS ARE SOLELY RESPONSIBLE FOR OBTAINING FINANCING IN ORDER TO EXERCISE THIS OPTION.
8. **FINANCING DISCLAIMER.** The parties acknowledge that it is impossible to predict the availability of obtaining financing towards the purchase of this Property. Obtaining financing shall not be held as condition of performance of this Option to Purchase Agreement. The Parties further agree that this Option to Purchase Agreement is not entered into in reliance upon any representation or warranty made by either party.
9. **REMEDIES UPON DEFAULT.** If Buyers defaults under this Option to Purchase Agreement or the Lease Agreement, then in addition to any other remedies available to Seller at law or in equity, Seller may terminate this Option to Purchase by providing written notice of the termination. If terminated, the Buyers shall lose entitlement to any refund of rent or option consideration. For this Option to Purchase Agreement to be enforceable and effective, the Buyers must comply with all terms and conditions of the Lease Agreement. If the Seller defaults by refusing to make all payments made by the Buyers to the mortgage company, fails to keep the property in good marketable title, or causes a lien or other encumbrance to be placed on the properties, Buyers shall have the right to seek all damages in contract law and equity, including specific performance, attorney's fees, and court costs.
10. **COMMISSION.** No real estate commissions or any other commissions shall be paid in connection with this transaction.
11. **ACKNOWLEDGEMENTS.** The parties are executing this Option to Purchase Agreement voluntarily and without any duress or undue influence. The parties have carefully read this Option to Purchase Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given and executed copy. The parties have sought the advice of the attorney of their respective choice if so desired prior to signing this Option to Purchase Agreement.

12. **TIMING.** Time is of the essence in this Option to Purchase Agreement.

13. **GOVERNING LAW AND VENUE.** This Option to Purchase Agreement shall be governed, constructed and interpreted by, through and under the Law of the State of Alabama. The parties further agree that the venue for any and all disputes related to this Option to Purchase shall be Shelby County, Alabama.

PARTIES AGREE PROPERTY IS BEING LEASE-PURCHASED IN "AS IS" CONDITION AND ANY IMPROVEMENTS MADE BY THE BUYERS WILL NOT BE REIMBURSED.

THIS AGREEMENT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION, SELLER STATES AND AFFIRMS THAT THE PROPERTIES HEREIN STATED ARE FREE OF ANY ENCUMBRANCES AND LIENS, WITH EXCEPTION OF THE FIRST MORTGAGE.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND ANY CHANGES, AMENDMENTS OR MODIFICATIONS SHALL NULL AND VOID UNLESS THE SAE ARE REDUCED TO WRITING AND SIGNED BY THE PARTIES HERETO.

Seller's Initial's WGM SMC

Buyer's Initial's G.M FG

IN TESTIMONY WHEREOF, WE HAVE SET OUR HAND AND SEALS THIS THE 21st DAY OF OCTOBER, 2015.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRCT BEFORE YOU SIGN IT.

SELLER(S)

BUYER (S)


Wallace Glenn McGalliard
Wallace Glenn McGalliard

Felix Guerrero Rodriguez
Felix Guerrero Rodriguez

Sara McGalliard (wife)
Sara McGalliard (wife)


Griselda Maldonado Aguilar
Grisela Maldonado Aguilar

STATE OF ALABAMA
COUNTY OF JEFFERSON


20151030000378020 7/8 \$35.00
Shelby Cnty Judge of Probate, AL
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General Acknowledgement

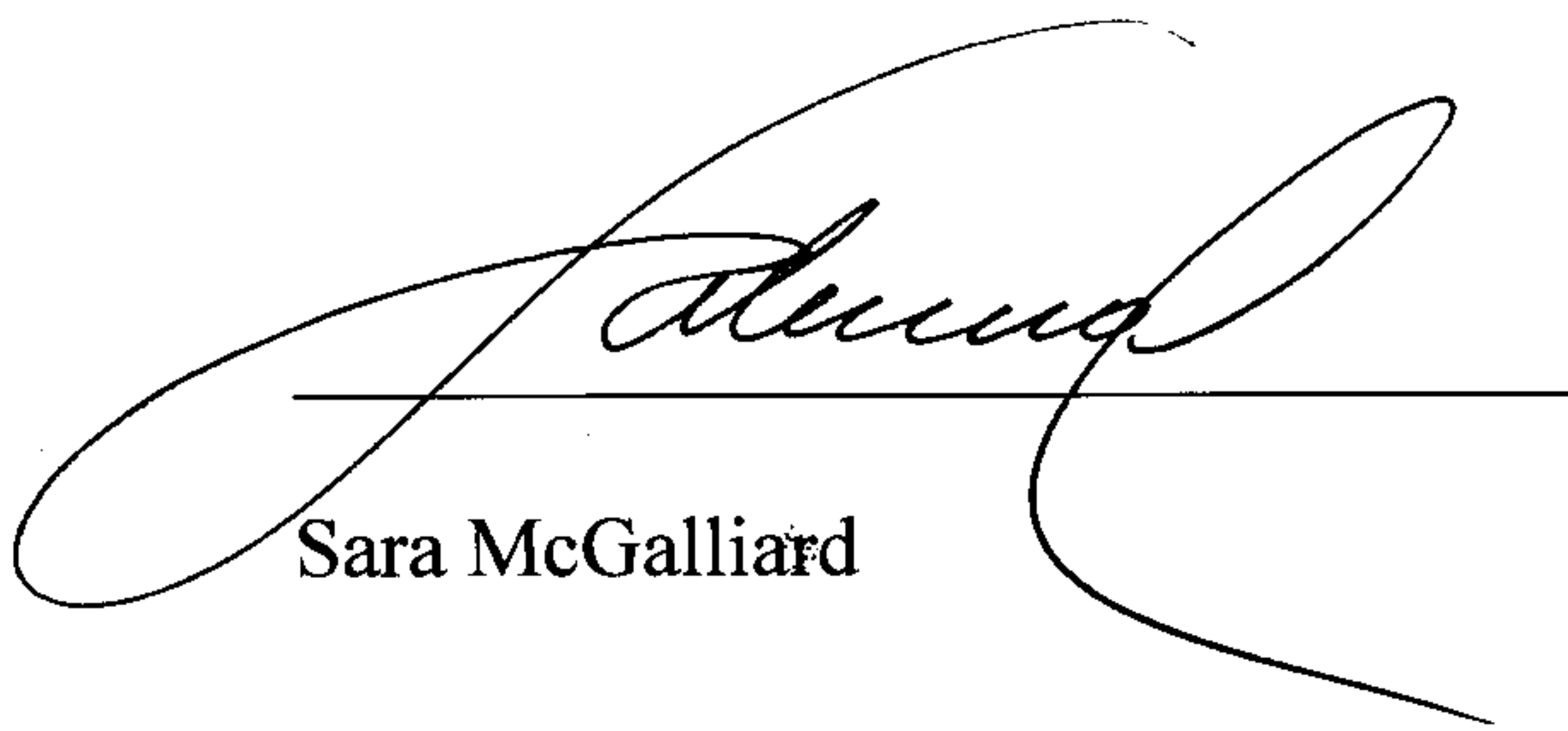
I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, hereby certify that WALLACE GLENN MCGALLIARD, SARA MCGALLIARD, FELIX GUERRERO RODRIGUEZ, AND GRISELA MALDONADO AGUILAR whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledge before me on this day, that being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 23th day of October 2015.




NOTARY PUBLIC/ STATE OF ALABAMA
MY COMISSION EXPIRES: 7/17/2017

WAIVER OF SPOUSAL INTEREST

I, Sara McGalliard, lawful wife of Wallace Glenn McGalliard, hereby agree to relinquish any interest, and agree to sell and convey the properties named in this agreement in accordance to the stated terms of this Lease Purchase Agreement; and further hereby relinquish any rights I have, or may have, at law or in equity due to my marriage to Wallace Glenn McGalliard.


Sara McGalliard

10/23/15
DATE


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Shelby Cnty Judge of Probate, AL
10/30/2015 08:51:02 AM FILED/CERT

Prepared by:

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