

THIS INSTRUMENT WAS PROVIDED 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 4<sup>th</sup> day of May, 2018, by and between

**Theresa Crocker,**  
Parties of the First Part  
and  
**Pro Constructions, LLC,**  
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:

**See attached EXHIBIT A for Legal Description.**

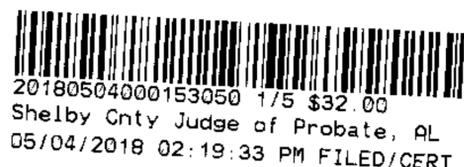
for occupation by them as a residence, and not otherwise, for and during the following term, to-wit: from the 4<sup>th</sup> day of May, 2018 to the 4<sup>th</sup> day of March, 2025.

In consideration whereof, the parties of the Second part agrees to pay to the party of the First part the sum of Eighty Eight Thousand Dollars and zero cents-----DOLLARS, (\$88,000.00) payable as follows:

\$5,000.00 shall be payable on 4<sup>th</sup> April, 2017, with signing of the Lease by both parties. \$1000.00 shall be payable on 4<sup>th</sup> day of each month, with a 10-day grace period. After 10 days, there will be applied a 5% late fee. At the end of the lease period, the final payment of \$14,967.99 shall be payable on 4<sup>th</sup> March, 2025. At the time of closing, 100% of the amount paid will be deducted from the purchase price. This debt shall be evidenced by a Note of even date establishing indebtedness of \$83,000.00 and interest thereon.

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 First Part and Party of the Second part agree that the taxes and insurance shall be continued to be paid by the escrow of the mortgage currently on the property. Parties also agree that the existing mortgage as recorded in Inst. #20090113000010750 and assigned in Inst. #20120216000057100 and existing mortgage recorded as Inst. #20130513000198210, shall be paid in full and released as of the date of the last lease payment herein. Parties of the Second Part agree to keep the mortgage current and shall not allow the mortgage to come into default.

It is understood and agreed that any upgrading to said property must be with the approval of the party of the First part.

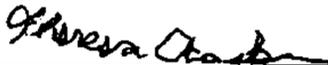
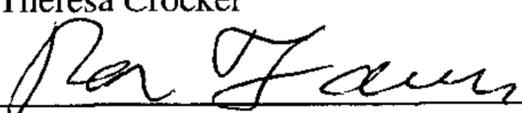
The parties of the Second part agree to keep said property lien free. Parties acknowledge there is a Lien from Cahaba Valley Fire and Emergency Medical Rescue District recorded in Inst. #20140923000298400, that shall be paid in full and release as of the date of last lease payment herein.

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 principal paid on the above described debt shall be considered rent paid under this Lease and 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 4<sup>th</sup> day of MAY, 2018.

  
\_\_\_\_\_  
Theresa Crocker  
  
\_\_\_\_\_  
Ron Farris, Managing Member  
Pro Construction, LLC

  
20180504000153050 2/5 \$32.00  
Shelby Cnty Judge of Probate, AL  
05/04/2018 02:19:33 PM FILED/CERT

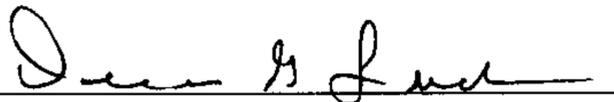
STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that

**THERESA CROCKER,**

whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 4<sup>th</sup> day of MAY, 2018.



Notary Public

My Commission Expires: 11-8-2021

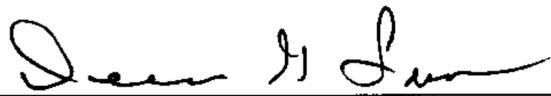
STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that

**RON FARRIS AS MANAGING MEMBER OF PRO CONSTRUCTION, LLC**

whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 4<sup>th</sup> day of MAY, 2018 .



Notary Public

My Commission Expires: 11-08-21



20180504000153050 3/5 \$32.00  
Shelby Cnty Judge of Probate, AL  
05/04/2018 02:19:33 PM FILED/CERT

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# NOTE

\$88,000.00

May 4<sup>th</sup>, 2018

The undersigned, for value received, promise to pay to the order of

**Theresa Crocker**

the sum of EIGHTY EIGHT THOUSAND and no/100 Dollars (\$88,000.00) together with interest upon the unpaid portion thereof from date, in 83 monthly installments of ONE THOUSAND DOLLARS and 00/100 Dollars (\$1000.00) The first payment being due on the 4<sup>th</sup> day of May, 2018, payable at:

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or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied on the unpaid balance of principal.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

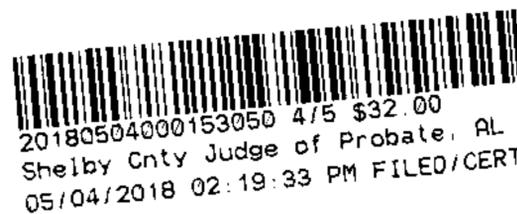
It is hereby agreed by each endorser hereof, that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way, in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt. Each and every endorser of this note waives demand, protest, and notice of protest and all requirements necessary to hold them as endorsers.

This note is given, executed and delivered under the seal of the undersigned.

*Ron Farris*

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**Ron Farris, Managing Member  
Pro Construction LLC**



## EXHIBIT "A"

Commence at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 16, Township 19 South, Range 1 West, Shelby County, Alabama; thence run easterly along the South line of said quarter-quarter 663.92 feet to a point on the West right of way line of Shelby County Highway Number 41; thence turn an angle of 50 degrees 28 minutes to the left and run northeasterly along said right of way line 348.53 feet to the point of beginning of the property being described; thence continue northeasterly along said right of way line a distance of 131.47 feet to a point on same said right of way line; thence turn an angle of 106 degrees 40 minutes to the left and run West-Southwesterly along a chain link fence a distance of 148.20 feet to a point; thence turn an angle of 85 degrees 48 minutes to the left and run southwesterly along said chainlink fence a distance of 99.82 feet to a point; thence turn an angle of 81 degrees 34 minutes 13 seconds to the left and run southeasterly along the same said fence a distance of 120.72 feet to the point of beginning. Situated in Shelby County, Alabama.

