



20210323000146730 1/11 \$204.00  
Shelby Cnty Judge of Probate, AL  
03/23/2021 03:28:24 PM FILED/CERT

## AUTOMATIC RENEWAL LEASE

(This is a legally binding contract. If not understood, seek competent advice.)

THE STATE OF ALABAMA )  
COUNTY OF Shelby )

THIS LEASE, made and entered into on this 11 day of March, 2021, by  
and between Ricky Sharer (hereinafter referred to as  
Lessor) and, Arely Manriquez (hereinafter referred to as  
Lessee), by \_\_\_\_\_ (hereinafter referred to as Agent  
for Lessor).

1. **PROPERTY ADDRESS:** The Lessor does hereby lease and rent unto the Lessee and the Lessee does hereby take  
as Lessee under said lease the property described as: 5246 Roy Dr. Helena AL. 35090  
in Shelby County, Alabama to be used by the Lessee and other lawful occupants only as a private  
dwelling and for no other different objects or purposes.

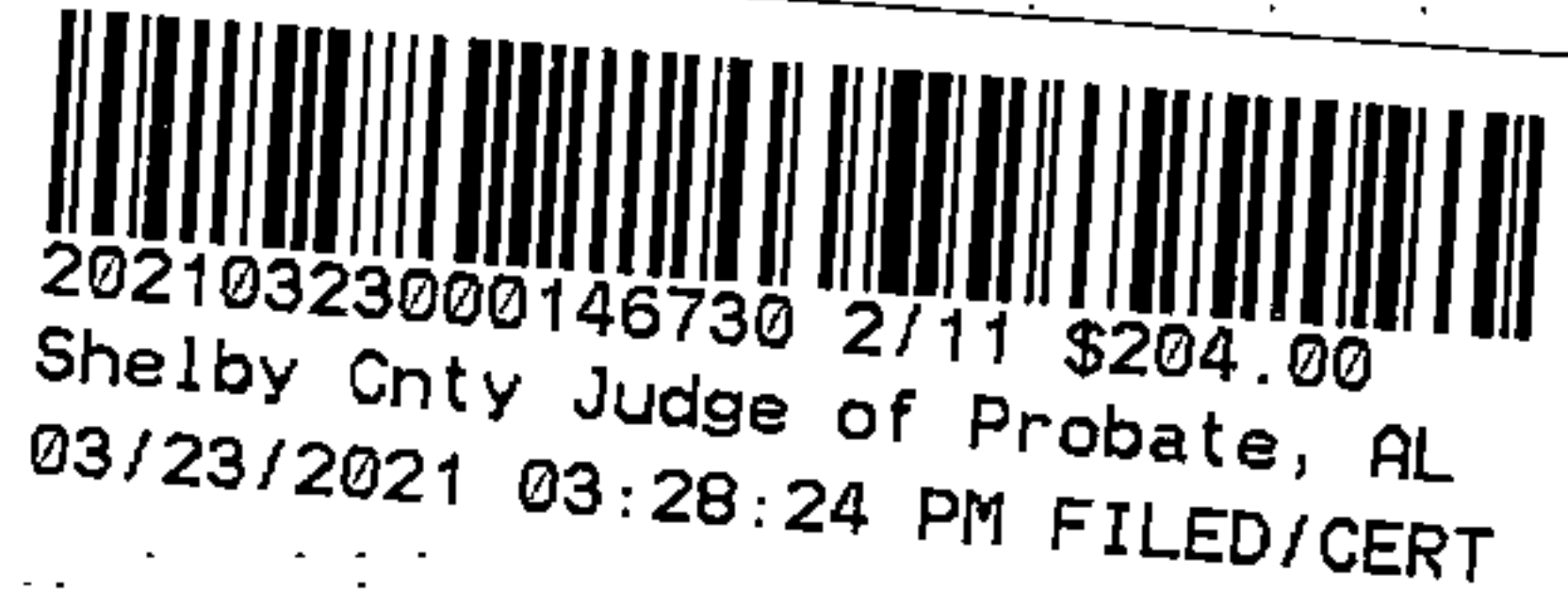
2. **TERM:** The lease term shall begin on the 11 day of March, 2021, and end on  
11 day of March, 2036. After the initial term, this lease shall renew from month to month there-  
after, provided that in no event shall this lease extend for more than a ten year term. Either party may terminate this lease by  
giving the other party written notice not less than sixty days in advance of the next upcoming renewal term.

3. **RENT IS DUE ON THE FIRST OF THE MONTH:** The annual rental is \$ 15,636 to be paid in monthly  
installments of \$ 1303.00 per month. The prorated rent from the commencement of this lease to the first day  
of the following month is \$ 0, which amount shall be due on 1. The monthly rent and other charges due  
hereunder are due to be paid at the Owner's or Agent's address which is  
on or before the first day of each month without demand. If rental is not paid by the first of the month, the Lessee will  
be in default. If the rental is unpaid after the fifth (5<sup>th</sup>) day of the month, a late charge of \$100.00 will be due and payable. In  
the event of a dishonored bank check from Lessee, Lessee AGREES TO PAY \$50.00 as damage for each dishonored check.  
The owner, at the sole discretion, may require payment of rent with certified check, money order, or cash.

4. **POSSESSION:** As the leased premises are in an apartment building or neighborhood with many apartments or  
homes, and as the occupancy of one Lessee might interfere with the leasing or enjoyment of other dwellings, therefore, without  
reflection upon the Lessee, it is agreed and understood that in the event the Lessee, or guests, or occupants of the leased  
premises shall, in the reasonable judgment of the Lessor, such judgment to be conclusive, engage in any act or perpetrate any  
conduct that could interfere with the leasing of other apartments or the quiet enjoyment of other apartments by other Lessees,  
then the Lessor shall have and does reserve the right to terminate this lease and re-enter and take possession of the leased  
premises at any time, after first giving notice as required by law to terminate this lease.

Shelby County, AL 03/23/2021  
State of Alabama  
Deed Tax: \$152.00





5. **DAMAGES TO PREMISES:** Lessee shall pay the expenses of replacing all keys lost or broken, and maintain the premises in such condition as the same are in at the commencement of the term or may be put in during the term, reasonable wear and tear excepted, and Lessee shall permit no waste of the leased premises not allow the same to be done, but Lessee shall take good care of the same and Lessee is and shall be responsible and liable for any injury or damage done to the leased premises; or the building in which the same are located, by the Lessee, his employees, or any occupant of or other persons whom Lessee permits to be in or about the leased premises. Lessee shall not attach any article of permanent character or sign containing writing or printing to any window, floor, ceiling, door, or wall without the written consent of the Lessor and Lessee shall on the termination of this lease surrender to Lessor the quiet and peaceable possession of the premises in like good order at the commencement of the term, natural wear and tear excepted, and shall not remove any item which has been affixed to the premises, so as to damage or injure the premises.

6. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$ See option Addendum from Lessee as a deposit to be held on a non-interest bearing basis and if any refund is due it will not include interest.

7. **TERMINATION:** In the event the Lessee vacates or abandons the leased premises before the expiration of the term, without legal authorization, whether voluntarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the privilege, at the Lessor's option, of terminating the possessory interest in accordance with state law, and re-entering and taking possession of leased premises and relet same, in accordance with state law, as agent of Lessee and apply the proceeds received from such reletting towards the payment of the rent and/or other charges due by Lessee under this lease and such re-entry and re-letting shall not discharge Lessee from liability or rent nor from any other obligation of Lessee under the terms hereof, or Lessor may at his option re-enter the leased premises and upon giving written notice in accordance with state law to the Lessee to annul and terminate this lease. Such re-entry shall not bar the right of recovery of rent or damages for breach of covenants nor shall the receipt of rent after conditions broken be deemed a waiver of forfeiture, except as expressly provided by law, and in order to entitle Lessor to re-enter it shall not be necessary to give notice of rent being due and unpaid or of other conditions broken or to make demand for rent, the execution of this lease signed by the parties hereto being sufficient notice of the rent being due and demand for the same, and it shall be so construed, any law, usage or custom to the contrary notwithstanding.

The Lessee shall notify the Lessor of any anticipated extended absence from the premises in excess of 14 days no later than the fifth day of the extended absence. FAILURE TO GIVE NOTICE IS A WILLFUL VIOLATION OF THIS LEASE.

8. **FIRE and CASUALTY:**

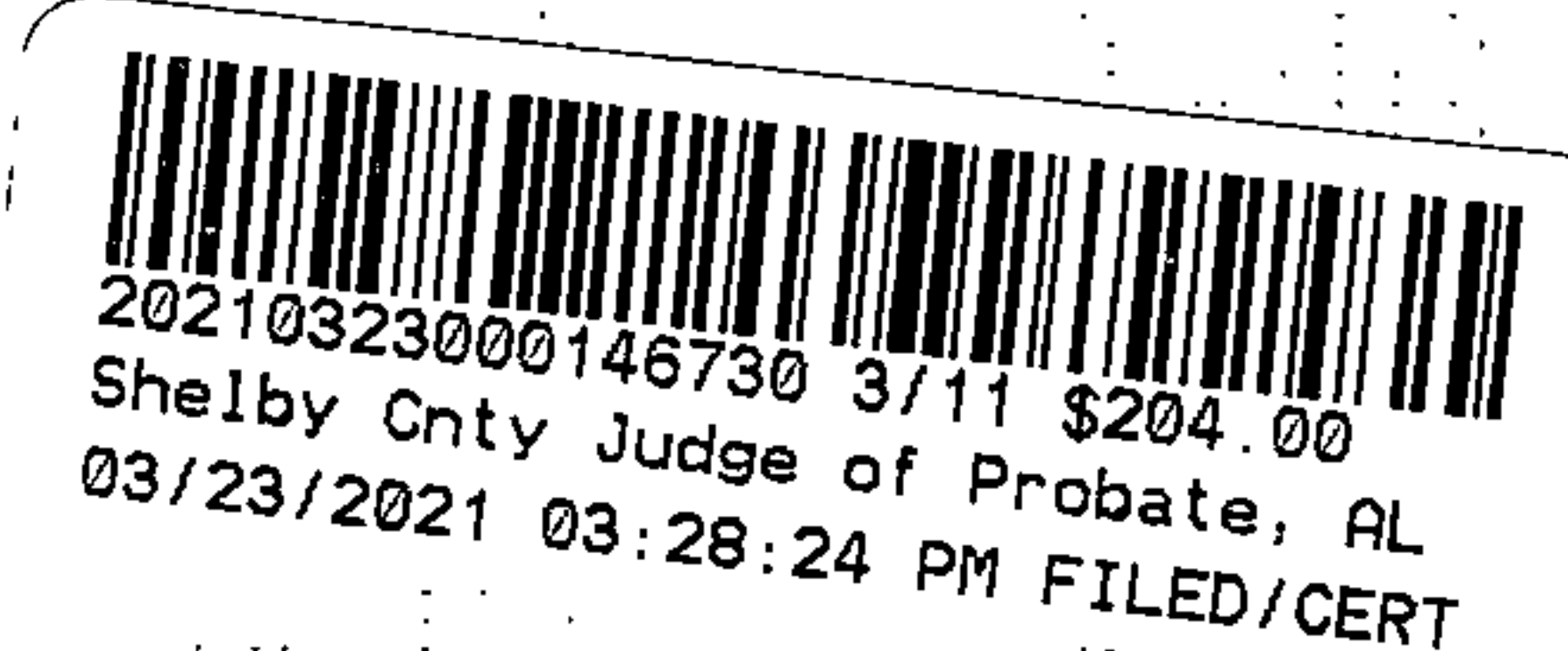
(a) If the dwelling unit or premises are damaged or destroyed by fire or casualty, the Lessee shall have such rights as afforded under state law. If the premises are damaged to the extent that it is necessary to vacate the property to effect repairs, the Lessor may terminate the lease in accordance with state law.

(b) If the rental agreement is terminated pursuant to this section, the Lessor shall return all security recoverable under Section 35-9A-201 and all unearned prepaid rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or casualty.

(c) Management and/or owner shall not be liable for damage to residents' personal property. Management encourages resident to obtain renter's insurance on personal property for protection from loss due to fire, flooding, or other events that could damage resident's personal property.

9. **EMINENT DOMAIN:** If the whole or any part of the demised premises shall be taken by Federal, State, County, City, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said premises or any part thereof, the term hereby granted and all rights of the Lessee hereunder shall





immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages thereof except that the rent shall be adjusted as of the date of such termination of the lease.

**10. HOLDOVER CLAUSE:** If Lessee shall remain or continue to be in possession of the leased premises or any part thereof after the expiration of this lease, Lessor shall, at his option, treat such holding over as a renewal by Lessee of the lease for another year, upon the same terms and conditions, except that monthly rental shall be at the election of the Lessor the same rental price per month as set forth in this lease agreement, or in the event the Lessor has notified the Lessee in writing of an increase in the monthly rental, then the monthly rental under this hold-over shall be at the increased rental set forth, in said notice, and in the event Lessor elects to treat such holding over as a renewal of this lease each and all of the other terms of this lease shall be and remain in full force and effect for the renewal of terms. Or, Lessor may without notice, immediately commence an action for eviction.

**11. WILLFUL VIOLATIONS AND WAIVER OF PERSONAL PROPERTY EXEMPTION:**

AA (INITIAL) Lessee agrees that failure to pay rental when due shall be presumed to be a willful violation of this lease.

AA (INITIAL) Lessee agrees that failure to vacate the premise after receipt of a duly served termination notice shall be presumed to be a willful violation of this lease agreement, and such holding over shall be presumed to manifest an absence of good faith.

In order to further secure the prompt payment of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions, and covenants on the part of the Lessee herein contained, and all damages that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all rights to claim personal property as exempt from levy and sale, under the laws of any states or the United States.

Initials AA Date 3-11-21

**12. OCCUPANCY TAX, GARBAGE TAX & OTHER:** The Lessee will pay all sewer service charges, garbage collection fees, occupancy taxes and any and all other municipal license fees or charges which may hereinafter be imposed by the county or municipality wherein the said leased premises are located. Said sewer service charges, garbage collection fees, occupancy taxes, and any and all other municipal license fees or charges shall be paid by the Lessee as soon as such charges are due.

In the event the Lessee fails to pay such sewer service charges, garbage collection fees, occupancy taxes and such other municipal charges as may hereafter affect said lease premises, as soon as they become due, and same shall become a part of the rent due under the lease and in addition to the regular rental charge. Any failure of the Lessee to pay the assessment or to repay the Lessor such sewer service charges, garbage collection fees, occupancy taxes and such other municipal charges and fees as may be hereinafter imposed against the leased premises shall be a default in the payment of rent provided for in this lease.

AA (Initial) 12a. **WATER/SEWER** a. Lessee agrees to pay for all water and sewer charges and agrees that such charges shall be considered as additional rent. Failure of the Lessee to pay these charges shall be a default in the payment of rent provided for in this lease.

AA (Initial) 12b. **WATER METER** Lessee agrees to allow Lessor to install a water meter to measure the water and sewer usage and agrees to pay for all water and sewer charges and agrees that such charges shall be considered as additional rent. Failure of the Lessee to pay these charges shall be a default in the payment of rent provided for in this lease.

N/A **13. PETS:** No pets or animals of any kind shall be brought or kept in the dwelling without Lessee and Lessor or





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Lessor's agent signing a Pet Addendum and Lessee paying a pet fee in the amount of \$ 350.00 or \$500 for two pets. THIS FEE IS NOT REFUNDABLE UNDER ANY CIRCUMSTANCE. This fee will be regarded as part of the rental due under this lease, and any failure of the Lessee to pay the pet fee shall be a default in the payment of rent provided for in this lease. Should there be any damages to the leasehold, Lessee agrees that the pet fee shall not be used to offset the amount of said damages, and the amount of said damages shall be immediately due and payable. Should the Lessee permit a pet on or about the premises without having first obtained written consent of the Lessor, the Lessor may terminate this lease by giving notice as required by law, and Lessee agrees to pay a pet fee in the sum of \$400.00 which sum shall be due and payable immediately, which sum is not refundable under any circumstance. This section is subject to being superseded by state or federal law.

14. ~~MANAGEMENT:~~ The person or entity authorized to manage the premises is ~~The owner or person authorized to act for an on behalf of the owner for the purpose of service of process and receiving and receipting for notices and demands is~~

15. ~~OCCUPANTS:~~ The apartment shall be used as a residential dwelling for the below named Lessee(s) and the below named occupants. ~~Allowing other persons to reside within the apartment shall be a breach of this lease agreement, and Lessor may terminate the lease agreement for and on account of this breach as allowed by state law.~~

\_\_\_\_\_  
Occupant's Name Age

\_\_\_\_\_  
Occupant's Name Age

\_\_\_\_\_  
Occupant's Name Age

17. **LEAD PAINT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

18. **OFAC CERTIFICATION:** Lessee certifies that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

Initials AA Date 3-11-21

19. **NOTICES:** Notices shall be given in accordance to law. Lessor requests that all notices from the Lessee be given in writing to the Lessor's agent, including all Maintenance Requests.

20. **SUBLEASE:** Lessee shall not have the right or power to sublet the premises or any part thereof, or to transfer or assign this lease without the written consent of the Lessor.

21. **WAIVER:** Failure of Lessor to insist upon strict compliance with the term of this Lease Agreement shall not constitute a waiver of Lessor's right to act on any violation.





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**22. Waiver of Exemption:** Tenant (s) hereby agree to waive all exemptions granted them under the Constitution and the laws of the State of Alabama.

**23. SEVERABILITY:** Any provision or term of this Lease, or any portion thereof that shall be determined by a court of competent jurisdiction to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision or part hereof, it being intended that this Lease is severable and except for such objectionable provision or portions of provisions, this Lease shall remain in full force and effect in accordance with its terms.

**24. MOLD and MILDEW:** Lessee acknowledges that it is necessary for Lessee to provide appropriate climate control, keep the premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the premises. Lessee agrees to clean and dust the premises on a regular basis and to remove visible moisture accumulation on windows, walls, floors, ceilings and other surfaces as soon as reasonable possible. Lessee agrees not to block or covey any of the heating, ventilation or air-conditioning ducts in the premises. Lessee also agrees to immediately report to the Lessor in writing: (1) any evidence of a water leak or excessive moisture in the premises, as well as in any storage room, garage or other common area; (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation or air conditioning system in the premises.

**25. RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in several states. Additional information regarding radon and radon testing may be obtained from your County public health department.

**26. NO PRIOR AGREEMENTS OR INDUCEMENTS:** This lease agreement shall completely and fully supersede all other prior agreements both written and oral, between the Lessor and the Lessee, and no stipulations or promises have been made apart from those expressly set forth in the lease itself.

**27. VEHICLES:** Lessee gives the Lessor permission to tow away any vehicle that is disabled, appears to be disabled, a vehicle that has flat tires, or a vehicle that has an expired tag once the Lessor gives written notice to the Lessee, by posting a copy of said notice on the Lessee's vehicle that said vehicle shall be towed away at the expiration of three days from the date of said notice. Lessee agrees to pay for any towing charge, and failure to pay same will constitute a breach of this lease allowing Lessor to terminate this lease. No automobiles, trucks, trailers, or other objects of transportation shall be allowed on any of the lawns, grounds or sidewalks except in the areas prescribed by the Lessor as parking area. No part of the parking areas shall be reserved to any Lessee exclusively. Lessee agrees to pay \$50.00 each time he or his guests park on the lawn. Lessee agrees to pay such charge, and failure to pay same will constitute a breach of this lease allowing Lessor to terminate this lease.

**28. RULES.** The rules and regulations printed separately are specifically assented to and accepted as part of this contract of lease. VIOLATION OF ANY OF THE RULES AND REGULATIONS SHALL CONSTITUTE BREACH OF THIS LEASE.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures and seals, this the March / 2021 day of March. **IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE SIGNING. THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO OTHER PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO THE LESSEE WHICH ARE NOT EXPRESSLY CONTAINED HEREIN.**





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BY Brian D. Mann 3-11 20 21  
FOR THE LANDLORD

[Signature] 3-11 20 21  
(Tenant Sign Here) LESSE

20  
(Tenant Sign Here) LESSE

1. See attached Addendum 1 A
2. All maintenance and upkeep are the sole responsibility of the tenant.
3. Landlord will maintain homeowners insurance and pay annual property tax's.

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### Option to Purchase Real Estate 1 A

THIS AGREEMENT, made 3-11-21, by and between the seller, Ricky Shaver

Hereinafter called Optionor, and Arelly Manriquez, the buyer, hereinafter called Optionee.

WITNESSETH, that for and in consideration of the sum of \$ 18,900 paid by Optionee to Optionor, the receipt whereof is hereby acknowledged, the Optionor hereby gives and grants unto the Optionee, his heirs, personal representatives, and assigns, the right of purchasing, on or before 3-11-2036, the following described real estate:

Address: 5246 Roy Dr. Helena AL. 35080

For the total purchase price of \$ 189,900 of which the sum of \$ 18,900 shall be paid in cash and the balance of \$ 171,000 shall be paid as follows:

Optionor agree to pay up to 0 % of Optionee Closing cost. Optionee can use these funds however they want to in order to close the deal.

See Below.

If the Optionee elects to purchase the said real estate pursuant to this Option, Optionee shall give Written notice of such to Optionor, by registered or certified mail to:

P.O. Box 377 Columbiana AL. 35051 on or before 2-11-2036

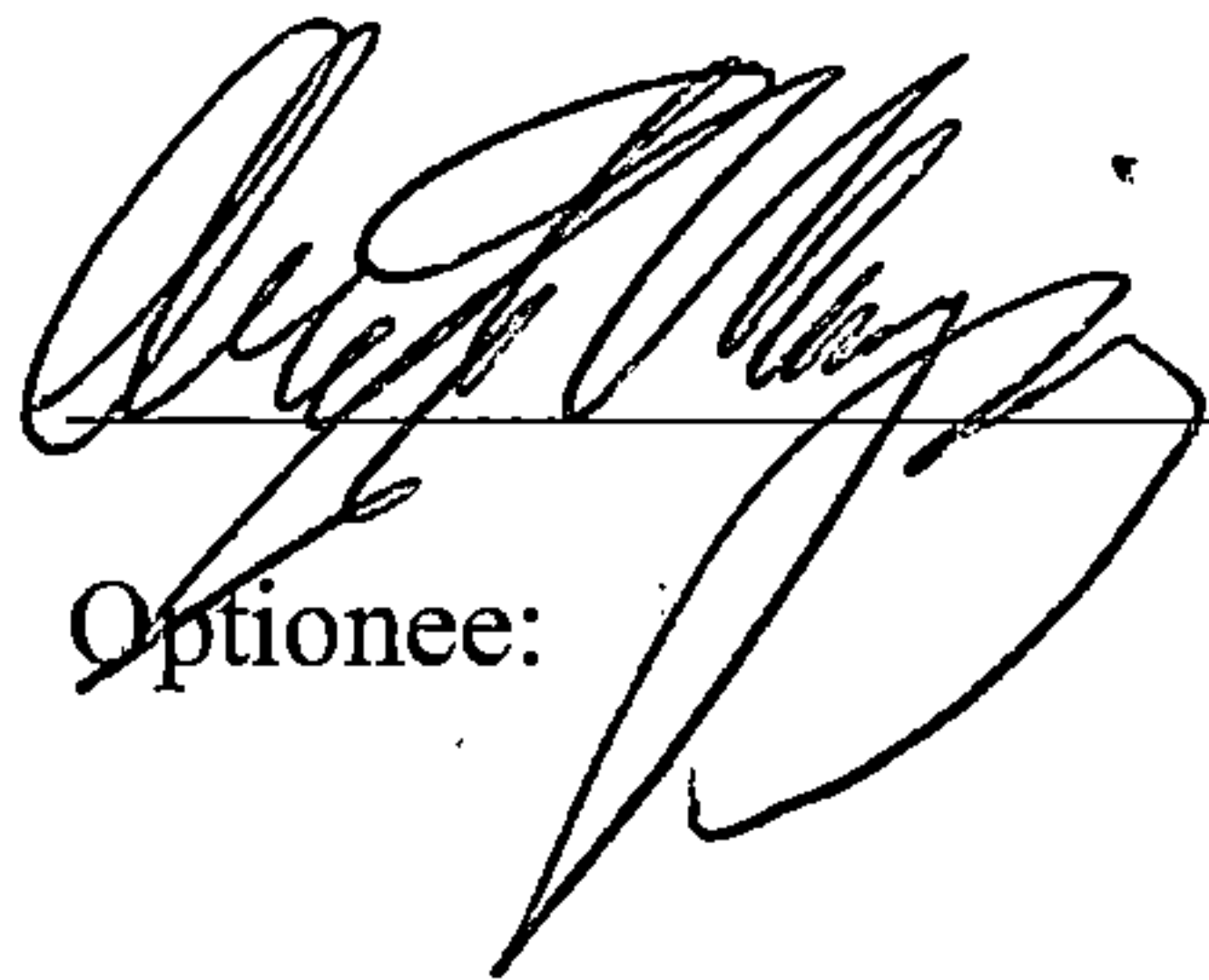
**All of the terms of the residential lease agreement must be complied with in order for this Option To Purchase Real Estate to be valid.**

If the Optionee shall so elect to purchase said real estate, and shall mail a written notice of such election as herein provided within the time required, and shall tender the required amount of cash and deliver a promissory note for the balance, properly executed and payable in accordance with the terms agreed to herein, together with a real estate mortgage or deed of trust, real estate contract or other security acceptable to Optionor, securing said note, on the real estate herein above particularly described, then Optionor agrees to convey the real estate to Optionee, by warranty deed, free and clear of all liens, encumbrances, or taxes, to the date of closing of the purchase. Optionor further agrees, that upon such election by Optionee, to deliver to Optionee,

within thirty days after receipt of such written notice of election to purchase, an abstract of title or a policy of title insurance in the full sum of \$ 0 showing merchantable title said real estate, and Optionee shall have a reasonable time, not to exceed five days, to examine the title insurance and to complete and close said purchase.

If the Optionee does not exercise the privilege of purchase herein given and does not fully perform the conditions herein within the time herein stated, the privilege shall wholly cease and terminate and the sum herein paid by Optionee shall be retained by Optionor as non-refundable.

This property is to be sold as is, where is, how is, and the buyers acknowledge that they have inspected the property and accept it in current condition. Optionor agrees to repair anything required by the mortgage lender in order to fully execute the sale of property. The Optionee's are responsible for all repairs to the property during the term of this agreement that exceed \$ 0 dollars. Optionee's is encouraged to get renters insurance. Optionee is encouraged to service ac unit once a year.

  
Optionee:

3-11-21  
Date

Optionee:


\_\_\_\_\_  
Date

  
Optionor:

3-11-21  
Date

Optionor:

\_\_\_\_\_  
Date

  
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### Addendum to Lease/Lease Option Agreement

Monthly payments are subject to change/increase on an annual basis due to increases in taxes, insurance, HOA or any other easements that are the responsibility of the homeowner. The tenant/buyer will be notified in writing by certified mail verifiable proof from the landlord/seller 30 days prior to the necessary increase. The tenant/buyer reserves the right to verify any and all changes to the monthly payment during the 30 days prior to the change. Any increase will be a dollar for dollar increase and the landlord seller will not be experiencing a profit from any and all increases to the monthly payment stated in the original agreement. The purpose of this addendum is to prevent the landlord/seller from taking on any future costs that are the responsibility of the occupants.

X *Richard M...*

3-11-21  
Date

X *[Signature]*

3-11-21  
Date



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Mortgage Payoff  
calculators.paragonrels.com

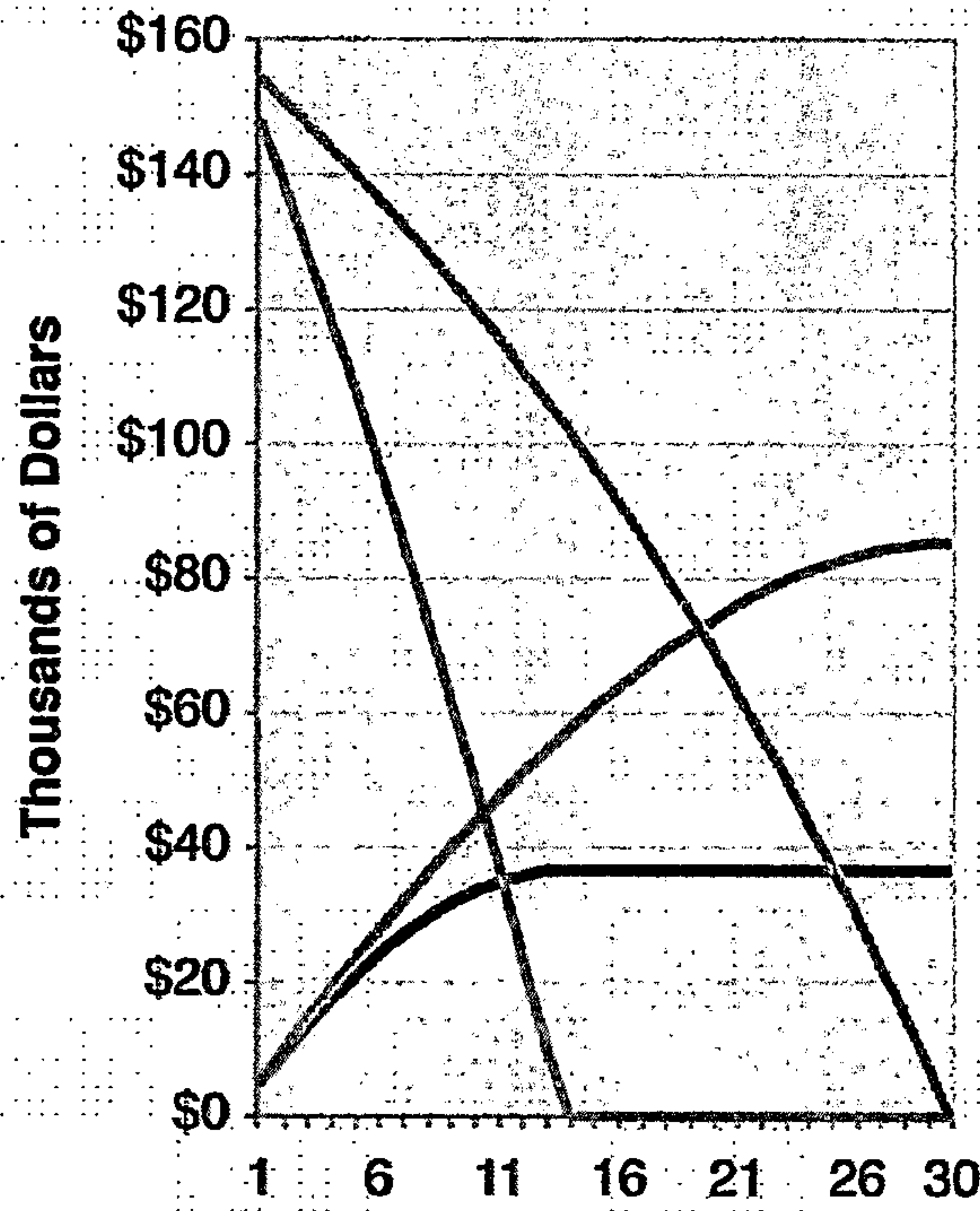


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Mortgage repayment shortened by 16 years and 2 months.

By increasing your mortgage payment \$497 per month, you not only shorten your mortgage, but it will also save you \$48,789 in interest.

Mortgage Balances and Interest



- Interest with additional principal payments
- Scheduled interest paid
- Balance with additional principal payments
- Scheduled principal balance

Mortgage Payoff Summary

Original term	30 Years
Remaining	30 Years
Annual interest rate	3.13%
Additional principal payment	\$497 per month
Normal payment (PI)	\$675
Accelerated payment (PI)	\$1,172
Total scheduled payments	\$243,003
Total accelerated payments	\$194,213
Savings	\$48,789
Mortgage shortened by	16 years, 2 months

\*

\*

Payment Schedule

(Rotate device or make window larger to view schedule.)

Year	Existing Payment Schedule			Accelerated Payment Schedule		
	Total Payments	Total Interest	Ending Balance	Total Payments	Total Interest	Ending Balance



			\$157,574.00			\$157,574.00
1	\$8,100.12	\$4,878.31	\$154,352.19	\$14,064.12	\$4,792.14	\$148,302.02
2	\$8,100.12	\$4,776.14	\$151,028.21	\$14,064.12	\$4,498.21	\$138,736.11
3	\$8,100.12	\$4,670.80	\$147,598.89	\$14,064.12	\$4,194.93	\$128,866.92
4	\$8,100.12	\$4,562.08	\$144,060.85	\$14,064.12	\$3,882.07	\$118,684.87
5	\$8,100.12	\$4,449.91	\$140,410.64	\$14,064.12	\$3,559.29	\$108,180.04
6	\$8,100.12	\$4,334.20	\$136,644.72	\$14,064.12	\$3,226.28	\$97,342.20
7	\$8,100.12	\$4,214.83	\$132,759.43	\$14,064.12	\$2,882.69	\$86,160.77
8	\$8,100.12	\$4,091.64	\$128,750.95	\$14,064.12	\$2,528.22	\$74,624.87
9	\$8,100.12	\$3,964.58	\$124,615.41	\$14,064.12	\$2,162.52	\$62,723.27
10	\$8,100.12	\$3,833.46	\$120,348.75	\$14,064.12	\$1,785.22	\$50,444.37
11	\$8,100.12	\$3,698.21	\$115,946.84	\$14,064.12	\$1,395.97	\$37,776.22
12	\$8,100.12	\$3,558.64	\$111,405.36	\$14,064.12	\$994.38	\$24,706.48
13	\$8,100.12	\$3,414.69	\$106,719.93	\$14,064.12	\$580.03	\$11,222.39
14	\$8,100.12	\$3,266.15	\$101,885.96	\$11,379.78	\$157.39	\$0.00
15	\$8,100.12	\$3,112.90	\$96,898.74	\$0.00	\$0.00	\$0.00
16	\$8,100.12	\$2,954.80	\$91,753.42	\$0.00	\$0.00	\$0.00
17	\$8,100.12	\$2,791.69	\$86,444.99	\$0.00	\$0.00	\$0.00
18	\$8,100.12	\$2,623.40	\$80,968.27	\$0.00	\$0.00	\$0.00
19	\$8,100.12	\$2,449.78	\$75,317.93	\$0.00	\$0.00	\$0.00
20	\$8,100.12	\$2,270.64	\$69,488.45	\$0.00	\$0.00	\$0.00
21	\$8,100.12	\$2,085.84	\$63,474.17	\$0.00	\$0.00	\$0.00
22	\$8,100.12	\$1,895.20	\$57,269.25	\$0.00	\$0.00	\$0.00
23	\$8,100.12	\$1,698.50	\$50,867.63	\$0.00	\$0.00	\$0.00
24	\$8,100.12	\$1,495.55	\$44,263.06	\$0.00	\$0.00	\$0.00
25	\$8,100.12	\$1,286.16	\$37,449.10	\$0.00	\$0.00	\$0.00
26	\$8,100.12	\$1,070.15	\$30,419.13	\$0.00	\$0.00	\$0.00
27	\$8,100.12	\$847.32	\$23,166.33	\$0.00	\$0.00	\$0.00
28	\$8,100.12	\$617.37	\$15,683.58	\$0.00	\$0.00	\$0.00
29	\$8,100.12	\$380.16	\$7,963.62	\$0.00	\$0.00	\$0.00
30	\$8,100.12	\$135.42	-\$1.08	\$0.00	\$0.00	\$0.00

Information and interactive calculators are made available to you as self-help tools for your independent use and are not intended to provide investment advice. We cannot and do not guarantee their applicability or accuracy in regards to your individual circumstances. All examples are hypothetical and are for illustrative purposes. We encourage you to seek personalized advice from qualified professionals regarding all personal finance issues.

