

**LEASE**

LOUIS J. EPSTEIN AGENT AND LANDLORD AND Clifford Postell TENANT AND \_\_\_\_\_ CO-SIGNER  
HEREBY ENTER INTO THE FOLLOWING AGREEMENT:

LANDLORD HEREBY LEASES TO THE TENANT 1407 B.W. Orchard Knob ON A  
YEARLY BASIS, BEGINNING 12-1-02. TENANT AGREES TO THE FOLLOWING: 1)  
TO PAY \$ 350.00 PER MONTH BEGINNING 12-1-02 AND EVERY MONTH  
THERE AFTER. 2) TO PAY LATE CHARGE OF \$ 35.00 WHEN ANY PAYMENT IS MORE  
THAN FIVE (5) DAYS PAST DUE. 3) TO TAKE GOOD CARE OF THE PROPERTY AND TO PAY  
FOR ANY BREAKAGE OR DESTRUCTION TO THE PROPERTY, ORDINARY WEAR AND TEAR  
EXCEPTED, AND TO LEAVE PROPERTY CLEAN, REMOVING ALL TRASH AND HOUSEHOLD  
EFFECTS AND TO PAY FOR THE CLEANING OF THE PROPERTY IF HE FAILS TO SO LEAVE IT.  
4) IF ANY REPAIRS TO BE DONE, IT IS TO BE DONE BY THE OWNER'S WORKMAN. ANY  
REPAIRS DONE BY THE TENANT MAY NOT BE DEDUCTED FROM RENT. 5) TO GIVE THE  
LANDLORD A THIRTY (30) DAY NOTICE IN WRITING OF INTENT TO VACATE BUILDING AND  
AGREES THAT VACATING PROPERTY WITHOUT PROPER NOTICE DOES NOT RELEASE  
TENANT FROM ANY DAMAGES TO THE PROPERTY CAUSED THEREBY OR FOR RENT LOST  
FOR THIS PERIOD. 6) IN EVENT DEFAULT BE MADE IN THE PAYMENT. LANDLORD MAY  
AT ITS OPTION AND WITHOUT NOTICE TO TENANT, TERMINATE THE TENANCY AND RE-  
ENTER THE PREMISES WITH OR WITHOUT PROCESS OF LAW, AND REMOVE THERE FROM  
TENANT AND OTHER OCCUPANTS AND ALL OF THEIR PERSONAL PROPERTY WITHOUT  
LIABILITY THERFOR. TENANT AGREES TO PAY LANDLORD A REASONABLE ATTORNEY'S  
FEE SHOULD AND ATTORNEY BE ENGAGED BY AGENT TO ASSERT ANY AGENT'S RIGHTS  
GRANTED HEREUNDER OR BY LAW. 7) TENANT AGREES THAT FAILURE TO PAY RENT AS  
AGREED EVEN FOR ONE (1) DAY, WILL BE CAUSE FOR LEGAL PROCESS AND WRIT OF  
POSSESSION TO SUED ON BY LANDLORD, AND TENANT EXPRESSLY WAIVES ANY NOTICE  
TO VACATE. TENANT AGREES TO PAY ALL EXPENSES INCLUDING ATTORNEY FEE IN  
CONNECTION WITH THE FORGOING PROCEDURE. 8) TENANT AGREES THAT  
SHOULD HE FAIL TO PAY RENT IN ADVANCE AS AGREED, THAT HE EXPRESSIVELY WAIVES  
ANY AND ALL NOTICE REQUIRED BY LAW, AND THE LANDLORD MAY PROCEED TO  
RECOVER POSSESSION OF THE PROPERTY BY ANY LEGAL MEANS WITHOUT GIVING ANY  
NOTICE. 9) TENANT AGREES THAT THE PAYMENT OF RENT IN ARREARS SHALL NOT  
EFFECT ANY SUIT FILED TO RECOVER POSSESSION TO THE PROPERTY. 10) TENANT  
AGREES THAT NO DEMAND NEED AT ANY TIME BE MADE, BUT TENANT WILL PAY RENT  
WHEN DUE WITHOUT DEMAND AND THAT FAILURE TO PAY ANY RENT WHEN DUE SHALL  
AT THE OPTION OF THE LANLORD FORFEIT THE LEASE. 11) IF THE LEASE  
SHOULD AT ANY TIME BECOME VOID OR FORFEITED, NO DEMAND SHALL BE NECESSARY  
TO A RECOVERY OF POSSESSION OF THE PREMISES, AND THE LANDLORD SHALL BE  
ENTITLED TO SUE OUT A DISTRESS WARRANT, FOR RENT, WHETHER THE SAME BECOME  
DUE BEFORE OR AFTER A FORFEITURE INCURRED, AND SUCH RECEIPT OF RENT, OR SUEING  
OF A DISTRESS WARRANT, SHALL NOT BE CONSIDERED A CONFIRMATION OR RENEWAL OF  
THIS LEASE. 12) TENANT IS RESPONSIBLE FOR THEIR PERSONAL PROPERTY. TENANT IS  
RESPONSIBLE FOR CARING INSURANCE ON THEIR PERSONAL PROPERTY. LESSOR IS NOT  
RESPONSIBLE FOR ANY DAMAGES OR LOSSES OF TENANTS PERSONAL PROPERTY. 13)  
SHOULD THE LESSOR AT ANY TIME RIGHTLY SEEK TO RECOVER POSSESSION OF THE  
PREMISES AND BE OBSTRUCTED OR RESISTED THERIN AND LITIGATION THEREON ENSUE,  
THE TENANT SHALL BE BOUND TO PAY THE LANDLORD A REASONABLE ATTORNEY'S FEE  
AND ALL COURTS COSTS. 14) A PARTIAL RECEIPTS OF RENTS IN ARREARS SHALL NOT  
OPERATE AS A WAIVER OF ANY FORFEITURE, WHICH MAY HAVE BEFORE THAT TIME BEEN  
INCURRED. 15) TENANT HAS EXAMINED THE PREMISES THOROUGHLY AND KNOWS  
THEIR CONDITION AND ACCEPTS SAME IN PRESENT CONDITION. TENANT SHALL AT HIS  
OWN EXPENSE THROUGHOUT THE TERM OF THE LEASE MAKE ALL REPAIRS NECESSARY  
TO MAKE THE LEASED PREMISES SAFE AND SUITABLE FOR USE. 16) DEPOSIT IS HELD IN  
SUNTRUST BANK ACCOUNT NUMBER 200-049-5. TENANT UNDERSTANDS THAT HE MAY  
RETURN THIS LEASE TO THE LANDLORD WITHIN TWENTY-FOUR (24) HOURS AFTER  
SIGNING SAME AND CANCEL SAME PROVIDED HE HAS NOT MOVED INTO THE PROPERTY.  
TENANT MUST ALSO UNDERSTAND AFTER REPAIRS ARE STARTED ON THE APARTMENT  
LISTED ABOVE, IF TENANT CHANGES HIS OR HER MIND AND DOES NOT WANT THE  
APARTMENT ANY LONGER, THE FIRST MONTH RENT IS REFUNDABLE BUT THE DEPOSIT IS  
NOT REFUNDABLE.

THIS 7th DAY OF Nov, 2001

Rachael Sparks, manager  
LANDLORD

Clifford Postell  
TENANT

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TENANT

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COSIGNER