

current rent 225.00

LEASE

Tenant

LOUIS J EPSTEIN, AGENT AND LANDLORD, AND Janette Thaxton TENANT
HEREBY ENTER INTO THE FOLLOWING AGREEMENT:

LANDLORD HEREBY LEASES TO THE TENANT 706 A Dodson ON A
MONTHLY BASIS, BEGINNING 9-1-99. TENANT AGREES TO THE FOLLOWING:
1) TO PAY \$ 225.00 PER MONTH BEGINNING 10-1-99 AND EVERY MONTH
THERE AFTER. 2) TO PAY LATE CHARGE OF \$ 22.50 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 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 AMERICAN NATIONAL 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.

THIS 1st DAY OF September, 19 99

Rachael Smith, exp.
LANDLORD

Janette Thaxton
TENANT