

TRIPP MOBILE HOME PARK

NORTH CAROLINA  
HARNETT COUNTY

LEASE

LOT# 10

This Lease made and entered into this 20 day of February 2019 by and between Devin Reed Montgomery hereinafter referred to as "Lessee" and Bobby Montgomery, as Manager of Tripp Mobile Home Park, hereinafter referred to as "Lessor";

WITNESSETH:

Lessor does hereby let and lease unto Lessee and Lessee does hereby lease from Lessor, for the term(s) and upon the conditions hereinafter set forth, that certain Lot# 10 of Tripp Mobile Home Park, Lillington, North Carolina.

The terms and conditions hereinabove referred to are as follows:

1. This is a month to month tenancy.
2. The rental to be paid by Lessee during the term of this lease shall be \$ 125.00, per month, payable and to be received by Lessor or before the first of each month, beginning 2-20-2019. Any payments received after the first day of each month are in violation of this lease. Only checks, or money orders, shall be given for rental payments (**NO CASH**) and shall be made payable to **JERRY EDWARDS TRUST**. Payments shall be given to Bobby Montgomery, manager of Tripp Mobile Home Park. If any rental payment is made more than five (5) days after its due date, there shall be a late fee due with said late rental payment in the amount of \$15.00, or 5% of the monthly rental whichever is greater. A late fee may be imposed only one time for each late rental payment. This written lease shall serve as notice to Lessee of the due date of all rental payments and no further notification as to the due date for rental payments shall be required.
3. The Lessor hereby acknowledges receipt of a security deposit in the amount of \$ \_\_\_\_\_ (not to exceed 1 ½ months rent) for the occupancy of the premises for \_\_\_\_\_ adults and \_\_\_\_\_ children and said deposit may be used for the purposes set forth in N.C.G.S. Section 42-51. To the extent it is not applied pursuant to N.C.G.S. Section 42-51, the deposit shall be returned at expiration of the tenancy in accordance with N.C.G.S. Section 42-52. In either case Lessor shall comply with requirements of N.C.G.S. Section 42-52 in handling of the security deposit.
4. Time of payment is of the essence and if any monthly installment of rent, as herein called for, shall remain overdue and unpaid for 5 days, Lessor may at its option declare this lease terminated and cancelled and take possession of said premises and Lessor shall not be required to accept tender of rents by Lessee for prospective

periods which tender is made more than five (5) days after its due date. There is a time fixed herein for payment of rent reserved herein. If Lessee fails to pay rent within five (5) days of its due date there shall be an automatic forfeiture of the balance of the term of the lease without necessity of any demand being made on Lessee by Lessor or its agents for payment of past due rent. Upon said automatic forfeiture the Lessor may forthwith enter and dispossess Lessee without necessity of declaration of forfeiture. No 10 day notice as to eviction, or reason therefore, shall be required in the case of an eviction for non-payment of rent. Additionally, no 60 day notice to quit under N.C.G.S. Section 42-14 shall be required if this is a rental of a space for a manufactured home as defined by N.C.G.S. 143-143.9(6).

5. In the event of forfeiture of the balance of the term of the lease pursuant to paragraph four (4) above, tender of payment shall not be a remedy to the Lessee. This lease is terminated upon non-payment of rent. There shall be no grace period beyond the five (5) days set forth in paragraph two (2) above. Late payment of rent after said five (5) day period does not cure the initial breach for non-payment.
6. The Lessee has examined said premises prior to and as a condition precedent to his acceptance and the execution hereof and is satisfied with the physical condition thereof and the Lessee's taking possession thereof shall be conclusive evidence of the Lessee's receipt thereof in good order and repair, except as otherwise specified herein, and the Lessee agrees to keep said premises and the appurtenances thereto in a clean, sightly, and healthy condition and in good repair, and to yield back said premises to the Lessor upon termination of the lease, whether such termination shall occur by expiration of the term thereof or in any other manner whatever in the same condition and cleanliness, sightliness and repair as at the date of the execution hereof, loss by fire or other casualty, and ordinary wear and tear excepted.
7. Lessee shall be responsible for any and all insurance covering Lessee's personal property located on the premises and any property of others living on the property with Lessee's consent..
8. During the term of this Lease, the Lessor shall pay all taxes and assessments levied upon the herein leased premises by any duly constituted governmental taxes and assessments imposed upon his personal property and leasehold improvements located hereon or therein, or arising by reason of the occupancy, use or possession of the leased premises.
9. It is the intention of the parties hereto that the Lessee shall have the complete use of the leased premises to the exclusion of other persons, firms or corporations whomsoever; however, Lessee may use the premises solely for the purpose of a single family dwelling.
10. Lessee agrees, at all times, to abide by all mobile home park rules promulgated by Lessor for Tripp Mobile Home Park.
11. **The Lessee agrees that he shall make no alterations, additions, or improvements or attach any fixtures to the premises without the prior written consent of the Lessor.** No outdoor swimming pools deeper than 18" are allowed in the mobile home park. If the Lessee places permanent improvements upon the premises which

are attached to the leased premises, or land, that cannot be removed without injury to the leased premises, they shall become permanent fixtures unless otherwise agreed in writing by Lessor.

12. Lessee agrees that not more than one family may live in the mobile home at any given time during the life of this contract. The term family, as used in this section, shall mean a couple, their children, or step children, and one grandparent of the children.
13. The parties agree that the following indoor pet(s) are allowed in the leased premises: \_\_\_\_\_ . The Lessee shall this day pay an additional deposit of \$ \_\_\_\_\_. No outside animals, or pets, will be allowed and no pets, or animals, shall be allowed inside of a mobile home being rented from Lessor except as listed herein. When such inside pets need to be taken outside they shall be on a leash.
14. The Lessee shall be entitled to park on his lot only those vehicles which the family living on the leased premises uses for transportation; there shall be no other vehicles located on the rented premises; in the event that the Lessee shall breach this condition of the Lease, the Lessee hereby gives to Lessor the authority to have said vehicles removed from the premises and stored at the Lessee's expense.
15. The Lessee shall maintain his lot in a neat condition, shall contain all trash in trash receptacles with lids and shall keep the grass mowed to not more than 8" in height; the Lessor shall not furnish any lawnmowers.
16. The Lessee shall abide by a 15 mph speed limit within the mobile home park area and any violation of the speed limit shall be a breach of this Lease and shall be cause for eviction.
17. The Lessee shall maintain his mobile home during all hours of the day and night in such a manner that his neighbors are not disturbed by any noises; a breach of this paragraph is cause for eviction.
18. In the event that this Lease includes the lease of a mobile home, Lessee agrees to maintain the premises in good repair, both inside and outside, and to deliver the premises to the Lessor at the end of the leased term in as good condition as at the beginning of the leased term.
19. The Lessee may sublease the premises, or assign this Lease; however, Lessee shall continue to be liable for compliance with the terms of this Lease and Lessee shall insure that the mobile home park manager receives from Sublessee the following information: name of Sublessee, number of occupants of residence, mailing address and telephone numbers of Sublessee; further, Lessee shall advise Sublessee that Sublessee is bound by the terms of the Lease and that Sublessee is required to comply with all mobile home park regulations and Lessee shall deliver to Lessor a document providing the above information and stating that Sublessee agrees to be bound by the provisions of this paragraph and signed by Sublessee; said document shall acknowledge that the Sublessee is subject to eviction by Lessor for non compliance with the terms of this Lease or for non compliance with Regulations of Tripp Mobile Home Park.

20. If any part or portion of the leased premises shall be condemned or taken by any governmental authority for any purpose, the Lessor may, at his option, immediately cancel this Lease. All proceeds from any such condemnation shall be the sole property of the Jerry Franklin Edwards Trust.
21. Lessor may, at its election, terminate this Lease or terminate Lessee's right to possession only, without terminating this lease. Lessor has the option to terminate this Lease upon the Lessee's nonpayment of rent. If the Lessee shall neglect to perform or shall violate any condition, restriction, covenant, or agreement herein, then the Lessor may terminate this Lease without prejudice to any other remedy. Notice to quit or surrender possession and all other formalities connected with termination of this lease by the Lessor is hereby expressly waived in the event of such default; the obligation of the Lessee hereunder shall not cease and the Lessee shall be liable for any loss or damage to the Lessor for failure to comply with the terms hereof. Lessee shall pay any and all legal costs and attorney fees incurred by Lessor due to Lessee's violation of any condition of this Lease.
22. The Lessor may remove a Lessee from leased premises by giving a ten (10) day advance notice if Lessee fails to comply with the terms of this lease and/or the terms of the Tripp Mobile Home Park Rules as they are promulgated from time to time by Lessor. No ten (10) day notice by Lessor shall be required to remove a Lessee for non-payment of rent. Nor shall a 60 day notice to quit be required for non payment of rent pursuant to N.C.G.S. Section 42-14.
23. The parties hereby agree that, in the event the Lessee vacates the mobile home for a period of 30 days, any personal property remaining at said mobile home shall be subject to N.C.G.S. Section 44A, Article 1, which may include a storage lien for reasonable fees pursuant to N.C.G.S. Section 44A-2(d) for periods more than 30 days after abandonment.
24. This instrument contains the entire understanding and agreement between the parties hereto and all prior or contemporaneous oral or written agreements or instruments are merged herein and no amendment to this Lease shall be effective unless the same is in writing and signed by all of the parties hereto.
25. All rights and privileges provided for hereunder all enure to the benefit of the heirs, personal representatives, successors and assigns of the Lessor hereto. All obligations herein provided shall be binding of the Lessee hereto, his heirs, personal representatives, and successors.
26. Unruly conduct in or outside premises will not be allowed. The Lessee agrees to keep the yard and premises in a neat and clean condition. No violation of State laws or local ordinances are permitted. This lease is subject to the terms of Article 7, Chapter 42, of the North Carolina General Statutes entitled "Expedited Eviction of Drug Traffickers and Other Criminals".
27. Underpinning must be installed by Lessee within thirty (30) days of the moving by lessee of any mobile home onto the lot. Vinyl skirting is the only acceptable underpinning for mobile homes moved onto the premises. All underpinning must be kept up to standard at all times.

