

AGREEMENT TO LEASE HOUSE

By this agreement, made and entered into on 6/12/19, between Carl Wayne McNeill, referred to as "lessor", and Loreen Moore, referred to as "lessee", demises and lets to lessee hires and takes as tenant of lessor, 45 Loma McNeill Lane to be used and occupied by lessee as a residence and for no other use or purpose whatever, for a term of (12) months beginning on 6/12/19 and ending on 6/11/20, at a rental rate of \$ 150.00 per month, payable monthly, in advance, during the entire term of this lease, to lessor or to any other person or agent and at any other time or place that lessor may designate. In the event that the lessor decides to sell this home or the adjoining property and has an interested party, this lease may be terminated. If the rent is paid after the first day of the month, there will be a late fee of \$50.00 per month.

It is further mutually agreed between the parties as follows:

SECTION ONE

SECURITY DEPOSIT

On the execution of this lease, lessee deposits with lessor \$ 150, receipt of which is acknowledged by lessor, as security for the faithful performance by lessee of the terms of this lease agreement, to be returned to lessee, without interest, on the full and faithful performance by lessee of the provisions of this lease agreement. All rents due or past due will be taken out of the security deposit money.

SECTION TWO

NUMBER OF OCCUPANTS

Lessee agrees that the leased house shall be occupied by no more than 2 persons, consisting of 2 adults and 0 children without the prior, express and written consent of lessor.

SECTION THREE

ASSIGNMENT AND SUBLETTING

Without the prior, express, and written consent of lessor, lessee shall not assign this lease, or sublet the premises or any part of the premises. Consent by lessor to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting.

SECTION FOUR

SHOWING HOUSE FOR RENTAL

Lessee grants permission to lessor to show the house to new rental applicants at reasonable hours of the day, within (30) days of the expiration of the term of the lease.

SECTION FIVE

ENTRY FOR INSPECTION, REPAIRS, AND ALTERATIONS

Lessor shall have the right to enter the leased premises for inspection at all reasonable hours and whenever necessary to make repairs, inspection and alterations of the house.

SECTION SIX

UTILITIES

Electricity, gas, telephone service and other utilities are not furnished as a part of this lease unless otherwise indicated in this lease agreement. These expenses are the responsibility of and shall be obtained at the expense of lessee. There is a well at this premise and if for any reason the well deems inoperative, the tenants must then connect to county water. Yards must be maintained by tenants and if lessor for any reason must give notice to cut yard, you will be given 48 hours to do so then we will cut and 50.00 dollars will be charged.

SECTION SEVEN

REPAIRS, REDECORATION, OR ALTERATIONS

Lessor shall be responsible for repairs to the interior and exterior of the building, provided, however, repairs required through damage caused by lessee shall be charged to lessee as additional rent. It is agreed that lessee will not make or permit to be made any alterations, additions, improvements or changes in the leased house without in each case first obtaining the written consent of lessor. Consent to a particular alteration, addition, improvement or changes shall not be deemed consent to or a waiver of restrictions against alterations, additions, improvements or changes for the future. All alterations, changes, and improvements built, constructed or placed in the leased house by lessee, with the exception of fixtures removable without damage to the house and movable personal property, shall, unless otherwise provided by written agreement between lessor and lessee, be the property of lessor and remain in the leased house at the expiration or earlier termination of the lease.

SECTION EIGHT

ANIMALS

Lessor has come to an agreement with lessees pet are **not** allowed.

SECTION NINE

WAIVERS

Lessee agrees that he or she will not commit waste on the premises, or maintain or permit to maintain a nuisance on the premises, or use or permit the premises to be used in an unlawful manner.

SECTION TEN

WAIVERS

A waiver by lessor of a breach of any covenant or duty of lessee under this lease is not a waiver of a breach of any other covenant or duty of lessee, or of any subsequent breach of the same covenant or duty.

SECTION ELEVEN

LESSEE'S HOLDING OVER

The parties agree that any holding over by lessee under this lease, without lessor's written consent, shall be a tenancy at will which may be terminated by lessor on ten days' notice in writing.

SECTION TWELVE

PARKING SPACE

Lessee is to have no untagged or broken down vehicles on premises.

SECTION THIRTEEN

OPTION TO RENEW

Lessee is granted the option of renewing this lease for an additional term of month to month on the same terms and conditions as contained in this lease agreement and at the rent of \$_____, unless there is a cost of living increase that is greater than 40% for the year or cost of living increase if applied. If lessee elects to exercise this option, he or she must give at least a 30 days' written notice to lessor prior to the termination of this lease.

SECTION FOURTEEN

REDELIVERY OF PREMISES

At the end of the term of this lease, lessee shall quit and deliver up the premises to lessor in as good condition as they are now, ordinary wear, decay and damage by the elements accepted.

SECTION FIFTEEN

DEFAULT

If lessee defaults in the payment of rent or any part of the rent at the times specified above, or if lessee defaults in the performance of or compliance with any other term or condition of this lease agreement _____(or of the regulations attached to and made a part of this lease agreement, which regulations shall be subject to occasional amendment or addition by lessor), the lease, at the option of lessor, shall terminate and be forfeited, and lessor may reenter the premises and retake possession and recover damages, including costs and attorney fees. Lessee shall be given (10) days' notice of any default or breach. Termination and forfeiture of the lease shall not result if, within (5) days of receipt of such notice, lessee has corrected the default of breach or has taken action reasonably likely to affect correction within a reasonable time.

SECTION SIXTEEN

DELAY IN OR IMPOSSIBILITY OF DELIVERY OF POSSESSION

In the event the leased premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of lessee, or if the leased premises are taken by eminent domain, this lease shall be at an end from such time except for the purpose of enforcing rights that may have then accrued under this lease agreement. This rental shall then be accounted for between lessor and lessee up to the time of such injury or destruction or taking of the premises, lessee paying up to such date and lessor refunding the rent collected beyond such date. Should a part only of the leased premises be destroyed or rendered destroyed or untenable by fire, storm, earthquake, or other casualty not caused by the negligence of lessee, the rental shall abate in the proportion that the injured part bears to the whole leased premises. The part so injured shall be restored by lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms. Any condemnation award concerning the leased premises shall belong exclusively to lessor.

SECTION SEVENTEEN

DELAY IN OR IMPOSSIBILITY OF DELIVERY OF POSSESSION

In the event possession cannot be delivered to lessee on commencement of the lease term, through no fault of lessor or lessor's agents, there shall be no liability on lessor or lessor's agents, but the rental provided in this lease agreement shall abate until possession is given. Lessor or lessor's agents shall have (30) days in which to give possession, and if possession is tendered within that time, lessee agrees to accept the leased premises and pay the rental provided in this lease agreement. In the event possession cannot be delivered within that time, through no fault of lessor or lessor's agents, then this lease and all rights under this lease agreement shall be at an end.

SECTION EIGHTEEN

BINDING EFFECT

The covenants and conditions contained in this lease agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties to this lease agreement, and all covenants are to be construed as conditions of this lease.

SECTION NINETEEN

GOVERNING LAW

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of North Carolina.

SECTION TWENTY

ATTORNEY FEES

In the event that any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

SECTION TWENTY-ONE

TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this lease agreement.

SECTION TWENTY-TWO

PARAGRAH HEADINGS

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this lease agreement.

Carl Wayne McNeill Lessor Lorean Moore Lessee



State of N.C
Lee County
6/12/19 Carl Wayne McNeill
& Lorean Moore appeared
before me.

my commission expires 10/14/21 Michelle B McSorley