State of Alabama } Know all men by these presents, That whereas a
Jefferson County } certain suit is pending in the County Court
of Shelby County Alabama equity side of the docket, brought by
W. N. Shortridge against Mrs. A. E. Van Wright et al, for the recovery
of and to quiet the title to the following described lands namely
the Southwest quarter of the Southwest quarter of Section thirty
one, township twenty one range four west; the southeast quarter
of the northeast quarter, and the northeast quarter of the South-
East quarter of Section thirty six, township twenty one, range
five west, containing one hundred and twenty acres more
or less; and
Whereas, said suit may fail to determine the merits of the title
to said property because of the contention on the part of the re-
spondents that the complainant was not in the construc-
tive or actual possession of said lands at the time of the insti-
tution of said suit, in which event in order to obtain a de-
termination as to the title, it would be necessary for the
undersigned W. N. Shortridge to bring a suit in ejectment
on the law side of said court or in the Circuit Court of said
County for the recovery of said lands; and
Whereas for the consideration hereinafter named, the said
W. N. Shortridge has agreed to give George F. Peter an option to
purchase said lands in the event that he shall recover
the same in either of said courts;
Now then in the consideration of the sum of One hundred
Dollars in hand paid by George F. Peter to W. N. Shortridge

the receipt of which is hereby acknowledged the said W. W. Shortridge hereby agrees that in the event he shall recover said lands as the result of either of said suits whether by compromise or by decree or judgment of court, the said George F. Peter shall have the right within sixty days thereafter to purchase said land or such part of it as may be recovered by the said Shortridge at and for the price of Twenty Dollars per acre, If said land shall be recovered by the said Shortridge by decree or judgment of said court and an appeal is taken therefrom the sixty days within which said option shall be exercised by the said Peter, shall begin to run from the time that such appeal is finally determined in favor of said Shortridge and if no appeal is taken, the said sixty days shall begin to run from the time that an appeal is barred by lapse of time. In the event said option is exercised by the said Peter, the One hundred Dollars herewith paid shall be considered and treated as a part of the purchase money due on said lands, and on the payment of the residue, the said Shortridge and his wife J. E. Shortridge will execute a deed conveying the property to the said Peter, and said deed shall contain the usual and customary covenants of warranty. In the event that said Shortridge shall recover said lands, as aforesaid, and if the said Peter shall fail to exercise said option for the purchase thereof as hereinbefore provided, then said sum of one hundred Dollars herewith paid to the said Shortridge shall be forfeited to him, but if the said Shortridge shall fail to recover said lands in said suit, or either of them, or by compromise thereof, then the said Shortridge agrees to repay to the said Peter on demand the said sum of one hundred Dollars, and in order to secure the repayment of said sum the said Shortridge and his wife have contemporaneously herewith executed a mortgage to the said Peter to secure the repayment of the said sum of one hundred Dollars upon all the coal, iron ore and other minerals in, under and upon the following described lands lying and being in Shelby County Alabama to wit: The northwest quarter of the southwest quarter of Section twenty-five and the northeast quarter of the southeast quarter of section twenty-six, all in township twenty one, range five west, together with the mining rights and privileges therein, now possessed by the undersigned W. W. Shortridge.

The said W. W. Shortridge further agrees that if it becomes necessary for him to dismiss his suit now pending on the equity side of the docket of the County Court hereinabove first referred to without a determination of the same upon its merits, that he will thereupon institute his suit in ejectment either in the Circuit Court of Shelby County Alabama or on the law side of the docket of the County Court of Shelby County Alabama within thirty days from the dismissal of the first named suit, or failing to do so, he will thereupon immediately repay the said

George F Otter the said sum of one hundred Dollars, and the mortgage above referred to shall stand as security for the same.
In witness whereof we, the said W. W. Shortridge and V. E. Shortridge his wife have hereto signed our names and affixed our seals this the 30th day of December 1910.

Attest as to W. W. Shortridge. } W. W. Shortridge. (Seal)
Signed, J Bowie. } V. E. Shortridge. (Seal)
As to V. E. Shortridge - H. J. Haley Jr.

The State of Alabama } I hereby certify that the within conveyance was
Shelby County } filed in this office for record Feb 27, 1912,
at 3 o'clock P.M. and recorded in Deed Record 48 page 123.
and examined, A. P. Longshore, Judge of Probate.