

Option.

104 North 21st Street Birmingham, Ala April 27th, 1928.

The owner or owners, C.P. McLane and Birdie McLane hereby sells through Webb Slack Realty Co., as agents, and Omer Brasher, or assigns hereby purchases the following described real estate on terms stated herein, to wit:

South Half of Northeast Quarter and all of North Half of Southeast Quarter lying East of Montgomery Birmingham Highway, and owned by sellers, all in Section 12, Township 21, Range 3 West, Shelby County, Alabama,

The sellers agrees to have said property surveyed by a surveyor satisfactory to purchaser, and if such survey shows more or less than 125 acres, the purchase price is to be increased or abated at the rate of \$36.00 per acre for such excess or deficiency as the case may be.

The purchase price is \$4500.00, payable \$100.00 as earnest money and part of the purchase price, receipt of which is hereby acknowledged, and the remainder payable: Earnest money (mentioned above) \$100.00

Cash closing of trade or \$400.00, refundable.

Assume or execute mortgage payable \$500.00 in 6 months, \$500.00 in 12 months, \$1000.00 in 2 years, and \$2000.00 in 3 years \$4000.00 bearing interest from date at 6% All notes payable on or before.

Total Purchase Price \$4500.00

It is agreed that said land is rented for the year 1928 for \$150.00 and which rent is to be transferred to purchaser. The mortgage for deferred payments shall provide that any 40 acre tract will be released upon payment of \$2000.00 on the mortgage debt, such payment, to be credited on the note next due after such payment, any such tract so released not to contain more than 500 feet of highway frontage.

The seller and are to furnish abstracts of title, extended to date, title to be good and merchantable, otherwise the earnest money is to be refunded.

Taxes for the current year to be prorated from Oct. 1, 1927 and assumed.

Interest on mortgages, if any, to be prorated and assumed, Prorated as of date title is passed. All Municipal Assessments to be paid by seller. Insurance and rents to be prorated.

In the event the purchaser fails to carry out and perform the terms of this agreement, he shall forfeit the above mentioned earnest money as liquidated damages for such failure or refusal, provided seller will agree to cancel the within contract, and the earnest money so forfeited shall be divided between the seller and the agent.

The trade is to be closed within 30 days from delivery of abstract to purchaser, or as soon thereafter as merchantable title can be effected, and conveyance is to be made by Warranty Deed, which it is agreed will be filed for record without delay.

This contract carries regular commission due agent from seller. In case of exchange of properties, both parties are to pay regular commission on their agreed respective valuations, and both parties are to deposit with agent \$ as earnest money. If checks are given as earnest money, the makers thereof certify that funds are on deposit to cover same.

Witnesses:

Geo. E. Kyser.

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C.P. McLane Seller.

Birdie McLane Seller.

Omer Brasher, Purchaser.

The State Of Alabama,)

Shelby County ,)

I, L.B. Riddle, Judge of Probate certify that the within option was filed in this office for record July 3rd, 1928 at 3 O'clock P.M. and recorded in deed record 86 on page 352 and examined.

L.B. Riddle, Judge of Probate.
