

OPTION

Birmingham, Ala. December 3rd, 1928

I. E. Veitch hereby agrees to sell and F.A. Chase hereby agrees to purchase the following described real estate in fee simple on terms stated: A lot of land in the SE corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 36, Tp. 19, R. 3 west, described as follows: Commencing at the SE corner of said forty, thence north along the eastern boundary line of said forty 770 feet, to the Helena & Acton public road, thence west along said road 100 feet, thence south to a point 100 feet west from the SE corner of said forty and on the southern boundary line of said forty thence east 100 feet to point of beginning, containing 1-1/3 acres more or less. The purchase price is to be \$300.00 payable \$50.00 as earnest money and part of the purchase price receipt of which is hereby acknowledged and the remainder payable \$250.00 on delivery and acceptance of deed. Any alterations, agreements or statements affecting this contract must be in writing and on the face of this contract. The seller is to furnish abstract of title, brought down to date covering the property herein described or title insurance policy, said title to be good and merchantable, otherwise the earnest money^{is} to be refunded. Taxes for the current year are to be pro-rated. Interest on mortgage if any is to be no mortgage. Insurance and rents are to be pro-rated between seller and purchaser as of the date of passing of title. 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 within contract and the earnest money so forfeited shall be divided equally between the seller and the agent.

The trade is to be closed within 10 days from this date or as soon thereafter as merchantable title can be effected, and conveyance is to be made by warranty deed.

I hereby agree to purchase the above described property according to the terms and conditions stated above.

F.A. Chase Purchaser

I hereby approve this sale on the terms and conditions as stated above.

I. E. Veitch--Seller

THE STATE OF ALABAMA)

SHELBY COUNTY)

I, Cage Head, Judge of Probate hereby certify that the within option was filed in this office for record Jan. 18th 1929 at 10 o'clock P.M. and recorded in Deed record 87 page 495 and examined.

Cage Head--Judge of Probate