Sgræement bwteen C.W.Street Jr., party of the first part, herein referred to as the Optionee"; amd O.G.Robinson, party of the second part, herein referred to as the Optionee";

In consideration of the sum of One Dollars (\$1.00) paid to the Optionor by the Optionee the receipt whereof is hereby acknowledged, the Optioner does hereby grant unto the Optionee the right, privilege and option to purchase from the Optionor, at any time before the expiration of ninety days (90) from the date hereof the fee simple title to that certain tract of land situated in Shelby County, Alabama, and described as the South half ( $S_{2}^{\frac{1}{2}}$ ) of the Northwest Quarter ( $NW_{4}^{\frac{1}{2}}$ ) of Section Ten (10) in Township Nineteen (19) South of Range Two (2) West, upon the following terms and conditions:

- (1) The purchase price for which the siad property may be purchased by the Optionee within the said period of time shall be \$3200.00, payable in the fallowing manner; \$1,000.00 in cash on the closing of the trade for the said property, the balance of \$2,200.00 to bee payable in installments of \$1,000.00 payable on or before the expiration of eighteen (18) months after the date of the closing of the said trade, \$600.00 payable on or before twenty-four months after the date of the closing of said trade, and \$600.00 on or before thirty (30) months after the date of the closing of said trade, each of the said installments to be evidenced by negotiable promissory notes of the Optionee payable to the order of the Optionor and to bear interest at the rate of 8% per annum from and after the expiration of six months following the closing of the said trade, all of the said unpaid portion of the said purchase price to be secured by a purchase money mortgage covering the said real estate.
- (2) During the said period of ninety days the Optionee shall have and the Optionor does hereby grant unto the Optionee, the right, privilege and authority to enter any and all of the afore said lands and to drill and prospect for all minerals thereon and to take so much of said minerals therefrom as may be necessary for testing purposes without liability for the return thereof.
- (3)m In the event the Optionee shall notify the Optionor within the said ninety-day period of the election on the part of the Optionee to exercise the option herein granted to the optionee of purchasing the said real estate, the Optionor shall thereupon furnish the Optionee with a complete abstract of title to all of the said property, which abstract shall be prepared and certified to by a competent abstractor satisfateory to th Optionee and which shall show a good matketable title to the said property as being vested in the Optionor. Thereafter, within fifteen (15) days following the furnishing to the Otionee

of such abstract thee trade for the said property shall be closed in accordance with the terms here in provided for and the Optionor shall convey the said property to the Optionee by good and sufficient deed, properly executed and acknowledged, which deed shall contain the usual full and general covenants of warranty and shall be sufficient to convey all possible dower interest and home stead rights. In the event the Optionor shall not be able to convey to the Optionee a good marketable title to the said property within the said fifteen—day period, then the Optionor shall have a reasonable time there after in which to perfect the title to the said real estate, failing in which the Optionee, shall thereafter be relieved from any libality on his part arising hereunder. The opinion of counsel for the Optionee as to the sufficiency of said deed and as to the marketability of the title to the said property shall be sufficient evidence as to such sufficiency and marketability.

(4) In the event the Optionee does not elect to exercise the option to purchase the said real estate herein granted to him he shall, upon expiration of the said ninety-day period from the date herein, deliver to the Optionor, upon require request) request) therefor by the Optionor, all prospecting dtate which the Optionee may have secured as a result of any prospecting which may have been conducted by him on the said reals estate!

- (5) In the event the Optionee elects to exercise the option to purchase the said real estate herein granted to him notice of such edection shall be sufficiently given hiff the same shall be in writing and delivered to the Optionor in person or mailed to the Optionor, in an envelope sealed, stamped, and addressed to the Optionor at 2620 Aberdeede Road in the City of Birmingham Alabama.
- (6) This agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives and assigns of the parties here to as well as the parties here in named.

In witness whereof, the Optionor has hereunto set his gignature and seal this 1st day of March 1932.

C.W, Street Jr (L S.)

State of Alabama

Jefferson County)

I, Mable Harrison a Notary Public in add for said County in said State, hereby certify that C.W.Street Hr, whose name is signed to the foregoing instrument and whomis known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given undermy hand and seal of office this 1st day of March, 1932.

Mable Harrison

Seal

Notary Public

May 25th 1932

The Optionee, this day, written to the Optionor, giving notice that he will execute his rights and buy the above described property, according to the terms of this agreement.

The State of Alabama
Shelby County)

I, Cage Head, Judge of Probate hereby certify that the bwithin agreement was filed for record in this office May 25th 1932 at 3 o(clock PM and recorded in Deed Record 93 and page 378 and examined, May 25th 1932.

Cage Head, Judge of Probate.