

O P T I O N

UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SECURITY ADMINISTRATION
TENANT PURCHASE DIVISION

OPTION FOR PURCHASE OF FARM WITH FUNDS LOANED BY THE UNITED STATES OF AMERICA (LUMP SUM)
(VENDOR TO FURNISH TITLE INSURANCE)

1. In consideration of the sum of One dollar (\$1) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called the "Seller"), who covenants that he is the owner thereof, hereby, for himself and his heirs, executors, administrators, successors, and assigns, offers and agrees to sell and convey to Robert E. Kendrick or his assignee (hereinafter both called the "Buyer"), and hereby grants to said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described lands, located in the County of Shelby, State of Alabama:

The south west quarter of the north east quarter of Section 9, Township 21 Range 1 East, in Shelby County, Alabama; and the west half of the north west quarter of Section 9, Township 21, Range one East. Containing in all 120 acres, more or less.

including all improvements and together with all rights, easements, and appurtenances thereunto belonging, and together with all water rights and water stock appertaining thereto. The title to said land is to be conveyed, free and clear except as follows:

None

2. This option is given to enable the Buyer to obtain a loan from the United States acting by and through the Secretary of Agriculture (hereinafter called the "Government"), pursuant to Title I of the Bankhead-Jones Farm Tenant Act, for the purchase of said lands.

3. The purchase price for said lands is the sum of \$2500.00 for the tract as a whole.

4. The Seller agrees to deliver, without charge to the Buyer, a policy of mortgagee title insurance in favor of the Government issued by such company as the Government shall approve, in the amount of the purchase price of said property, and to comply with all the requirements of such company, including the furnishings of an abstract of title where required. The Seller further agrees that except as herein provided all taxes, liens, encumbrances, or other interests in third persons, will be satisfied or discharged by him, including stamp taxes and other expenses incidental to the preparation, execution, and recording of the deed and other evidence of title required by the Government. Upon failure of the Seller to furnish such policy of insurance within a reasonable time, the Buyer may procure such insurance, in which event the cost thereof shall be deducted from the purchase price herein provided.

5. The Seller further agrees to convey said lands to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc) in the form, manner, and at the time required by the Government, conveying to the Buyer a valid, unencumbered, indefeasible fee simple title to said lands meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

6. Taxes, water assessments, and other general and specific assessments of whatsoever nature for the current year shall be prorated as of the date of the closing of title, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

7. The Buyer will not accept an assignment of any existing fire or other property insurance. The Buyer will not assume or pay any share of prepaid insurance premiums.

8. This option may be exercised by the Buyer, by mailing or telegraphing, within three months from the date hereof, a notice of acceptance of the offer herein to J. M. Lyon, at Columbiana, in the city of Columbiana, State of Alabama.

9. Loss or damage to the property by fire or from other act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price. (CONTINUED ON BOTTOM OF NEXT PAGE)

IN WITNESS WHEREOF, the Sellers have set their hands and seals this 5th day of
November, 1938.
Witness: Cecil Duke R. L. Hill (husband) (Married)
Cecil Duke Sarah Hill (wife) (Married)
Cecil Duke Mrs. Kittie Hill Lyon (wife) (Married)
Cecil Duke J. M. Lyon (husband) (Married)
D. K. Searcy, Boaz, Ala. Mary Hill X Henderson (wife) (Married)
J. G. Ray W. S. Henderson (husband) (Married)
D. K. Searcy, Boaz, Ala. Willie Hill Henderson (wife) (Married)
D. K. Searcy, P. M. Henderson (husband) (Married)
D. K. Searcy Emma Hill Sammons (widow)
Ola Tilley

Receipt

Date: November 5th, 1938
Received of Robert E. Kendrick, of the county of Shelby State of Alabama, the sum of
one dollar (\$1) in consideration of the foregoing option to purchase the above-described
land owned by me.

Mrs. Kittie Hill Lyon, Seller.

Filed for record in this office the 4th day of February, 1939 at 2:30 PM and recorded in
Deed Record #105 on page 534 and 535, and examined.

L. C. Walker, Judge of Probate