

## OPTION

# 2899

## UNITED STATES DEPARTMENT OF AGRICULTURE

## Farm Security Administration

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 and other valuable considerations, the receipt and sufficiency of which are 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 Lagran Garrett or such other person as may be designated in his stead by the Regional Director of the Farm Security Administration of the United States Department of Agriculture for the region in which the land hereinafter described is located (hereinafter called the "Buyer"), and hereby grants to the 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:

$N\frac{1}{2}$  of the  $SE\frac{1}{4}$  and the  $E\frac{1}{2}$  of  $NE\frac{1}{4}$  of  $SW\frac{1}{4}$ , Section 34, Township 20, Range 1 East.  
Also the  $NW\frac{1}{4}$  of  $SW\frac{1}{4}$  Section 35, Township 20, Range 1 East. Containing in all 140 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, described as follows: None.

The title to said land is to be conveyed free and clear except for the following reservations, exceptions, and leases, and no others:

Leased to Lee Carter until December 31, 1942, however, this lease will be broken to become effective December 31, 1941.

Vendor to get all 1941 rent,

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 \$1550.00 for the tract as a whole.

4. The Seller agrees to delivery, 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 furnishing of an abstract of title and continuation thereof where required. The Seller further agrees that except as herein provided all taxes, liens, encumbrances, or other interest in third persons, will be satisfied or discharged by him, including stamp taxes and other expenses incidental to the preparation and execution of the deed and other evidences 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 special assessments of whatsoever nature for the year in which the closing of title takes place, 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 on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

Vendor to pay all 1941 taxes.

7. 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 a notice of acceptance of the offer herein to C. V. Orr, at 3438 Norwood Boulevard, in the city of Birmingham, State of Alabama, at any



time while the offer herein shall remain in force.

The offer herein shall be irrevocable for a period of two months from the date hereof, and shall remain in force thereafter until terminated by the Seller. Such termination may be effected by the Seller at any time after the expiration of such period by the giving of ten (1) days' written notice to the Buyer of such termination.

9. Loss of 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. None

10. Vendor to pay for necessary surveying if any required. Not to exceed fifteen dollars (\$15.00)

IN WITNESS WHEREOF, the Sellers have set their hands and seals this 20 day of June, 1941.

V. B. (Currie)  
(Witness)  
Wm. F. Johnson  
(Witness)

Clyde V. Orr (C. V. Orr)  
Hazel Russ Orr

ACKNOWLEDGMENT

State of Alabama )  
Jefferson County )

I, Wm. F. Johnson, a Notary Public in and for said County, in said State, hereby certify that Clyde V. Orr and wife Hazel Russ Orr whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the option, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 20th day of June, 1941.

Wm. F. Johnson  
Notary Public

RECEIPT

Date June 20, 1941

Received of Lagran Garrett, 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.

Clyde V. Orr  
(Seller)

ACKNOWLEDGMENT

The State of Alabama |  
Jefferson County |

I, Wm. F. Johnson, a Notary Public in and for said County, in said State, do hereby certify that on the 20th day of June, 1941, came before me the within named Hazel Russ Orr, known to me to be the wife to the within named Clyde V. Orr, who, being examined separate and apart from the husband, touching her signature to the within option, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand and seal this the 20th day of June, 1941.

Wm. F. Johnson  
Notary Public

Filed for record in this office on the 12th day of July, 1941, at 11 o'clock A. M. and recorded in Deed Record #111, on page 623 and examined.

(NO TAX DUE)

L. C. Walker,  
Judge of Probate.