

#2999

OPTION

Birmingham, Alabama April 24, 1951

The undersigned Purchaser hereby agrees to purchase and the undersigned seller hereby agrees to sell the following described real estate, situated in Alabama, on the terms stated below:

SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 10, Twp. 19 S Range 2 West and NE $\frac{1}{2}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 15, Twp. 19 S Range 2 West, Shelby Co. Ala. Mineral and mining rights to be conveyed if owned by the Seller

The Purchase Price shall be \$6,000.00, payable as follows:

Earnest money, receipt of which is hereby acknowledged	\$100.00
Cash on closing this sale	5,900.00
	6,000.00

The undersigned Seller agrees to furnish Purchaser an abstract of title, commencing and assuming title at apoint generally accepted by local practice, duly extended to date, showing good and merchantable title free from encumbrances, unless herein excepted; or, if said title is alleged to be unmerchantable by the Purchaser, then Seller may elect to furnish a title insurance policy insuring the Purchaser to the amount of the market value of the property as determined by this contract, against loss on account of any defect or encumbrance in the title ; otherwise, the earnest money shall be refunded.

Said property is sold and is to be conveyed subject to all restrictions and easements of record and ordinances zoning/pertaining to said property; also existing leases, which are to be transferred to the Purchaser, subject to any present rental commission agreements thereon.

The taxes, rents, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and the Purchaser as of the date of delivery of the deed, or lease sale contract, and any advance payments to mortgagee for taxes, insurance, or F.H.A. insurance premiums shall be returned to the Seller by the Purchaser.

The sale shall be closed and the deed delivered on or before 30 days from the date hereof, except that the Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to said property. Possession is to be given on delivery of deed, if the property is then vacant; otherwise possession shall be delivered:

The undersigned purchasers agreed to pay Rosalie Weaver, as their agents, as compensation for negotiating this sale, the sales commission provided under the schedule of commissions adopted by the Birmingham Real Estate Board and now in force.

In the event the Purchaser fails to carry out and perform the terms of this agreement the earnest money as shown herein, shall be forfeited as liquidated damages at the option of the Seller, provided that, the Seller agrees to the cancellation of this contract, and said earnest money so forfeited shall be divided equally between the seller and the agent.

The Seller agreed to convey said property to the Purchaser by _____ warranty deed, free of all encumbrances, except as hereinaabove set out.

This contract states the entire agreement between the parties and merges in this agreement all statements, representations and covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect.

S.M. Steen (Seal)
Roma A. Steen (Seal)
Seller
Milton Andrews (Seal)

Filed in the office of the Probate Judge on the 15 day of May, 1951 at 4:00 P.M. and recorded in Deed Record 145 on page 450 this the 31 day of May., 1951. STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that
\$ None Privilege Tax
has been paid on the with-
in instrument as required
by law.
L. C. WALKER,
JUDGE OF PROBATE