

3642

STATE OF ALABAMA)
SHELBY COUNTY)

FILED 1 JUNE 1959

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, Bessie Mussey (hereinafter referred to as "Optionor") heretofore contracted to sell and convey to Fred A. Carnell (hereinafter referred to as "Optionee") approximately twenty-five (25) acres of land adjoining the property hereinafter described, and, as part of the consideration for the said sale and conveyance, it was agreed that Optionor would give Optionee an option to purchase the hereinafter described property; and

WHEREAS, the Optionor has contemporaneously herewith conveyed to Optionee the property described in said contract, and Optionee has paid the consideration and executed the note and mortgage required thereby, and it is the wish of the parties to execute this option agreement in order to complete the transaction anticipated by said contract;

NOW, THEREFORE, in consideration of the premises, as part and parcel of the transaction between the parties concerning the sale of the property conveyed contemporaneously herewith, and of One Dollar (\$1.00) in hand paid to Optionor by Optionee, receipt of which is hereby acknowledged, the undersigned Optionor, an unmarried woman, for herself, her heirs, administrators, successors and assigns, does hereby grant, bargain, sell and convey unto Optionee, his heirs, administrators, executors and assigns, an option to purchase, at the price of Twenty-Six Thousand, Three Hundred Seventy-Five and No/100 Dollars (\$26,375.00), the following

described tract of land with the improvements thereon and the appurtenances thereto belonging, situated in Shelby County, Alabama, and more particularly described as follows, to-wit:

Commence at a point on the southerly line of Cahaba Valley Road (also known as Montevallo-Ashville Road) where the west line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 19 South, Range 2 West, intersects the southerly line of Cahaba Valley Road, thence in a northeasterly direction along the southerly line of Cahaba Valley Road a distance of 222.53 feet, more or less, to the point of a curve having a radius of 5727.78 feet and subtending a total central angle of 11° 36'; run thence along the arc of said curve 54.98 feet to the point of beginning of said tract of land herein described; thence turn an angle to the right of 95° 28' and proceed in a southeasterly direction 311.16 feet to a point; thence turn an angle to the left of 91° 52' and proceed in a northeasterly direction a distance of 436.23 feet to a point; thence turn an angle of 89° 30' to the left and proceed in a northwesterly direction 321.90 feet to a point in the southerly line of Cahaba Valley Road; thence proceed in a southwesterly direction along the said south line of Cahaba Valley Road a distance of 429.17 feet to the point of beginning,

upon the following terms and conditions:

(1) This option must be exercised within ninety (90) days after the death of Optionor, otherwise this option shall become null and void. To exercise this option, Optionee shall give written notice of his election to the administrator or executor of Optionor's estate, or to any heir at law of Optionor, addressed to the residence on the property herein described.

(2) If the option is exercised by Optionee, the sale shall be closed, the deed and possession of the prop-

erty shall be delivered to Optionee and the consideration paid to Optionee's successor in title within thirty (30) days after Optionee is furnished the title evidence hereinafter referred to, except that Optionee's successor in title shall have a reasonable length of time within which to cure or eliminate any defects in title to the property.

(3) In the event this option to purchase is exercised, Optionor's successor in title shall furnish Optionee, within ten (10) days thereafter, an abstract of title duly extended to date, showing good and marketable title in Optionor's successor in title, free of all encumbrances except as herein set out, or a title insurance binder written by a qualified, reputable title company, in which the title company agrees to insure Optionee, in the amount of the purchase price, that upon closing the sale he will have a good and marketable title to the property herein described, free of all encumbrances except as herein set out.

(4) Taxes, rents and insurance, if any, are to be prorated between the Optionor and Optionee's successor in title as of the date of the delivery of the deed.

(5) If this option is exercised, Optionor, for herself, her heirs, executors, administrators and assigns, agrees that said property will be conveyed to Optionee by general warranty deed, subject only to the lien for the then current year's ad valorem taxes, the easements in favor of Alabama Power Company, recorded in Volumes 101, 112 and 124, at pages 527, 510 and 476, respectively, of the Shelby County Probate Records, the rights of way in

favor of Shelby County, Alabama, recorded in Volume 135, at pages 14 and 16 of said Probate Records, and the restrictions and limitations as to the use and disposition of the property, recorded in Volume 175, at pages 36, 39 and 220, in Volume 187, at page 326, and in Volume 199, at page 53 of said Probate Records, as modified by agreement between Bessie Mussey, Margaret G. Bush, Ruth Hanson and Fred A. Carnell, recorded in the Shelby County Probate Office contemporaneously with this option agreement.

This agreement shall inure to the benefit of and shall be binding upon Optionor and Optionee and their respective heirs, executors, administrators, devisees and successors in title.

IN WITNESS WHEREOF, Optionor and Optionee have hereunto set their hands and seals, on this the 30 day of MAY, 1959.

Bessie Mussey (L. S.)
Bessie Mussey
Optionor
Fred A. Carnell (L. S.)
Fred A. Carnell
Optionee

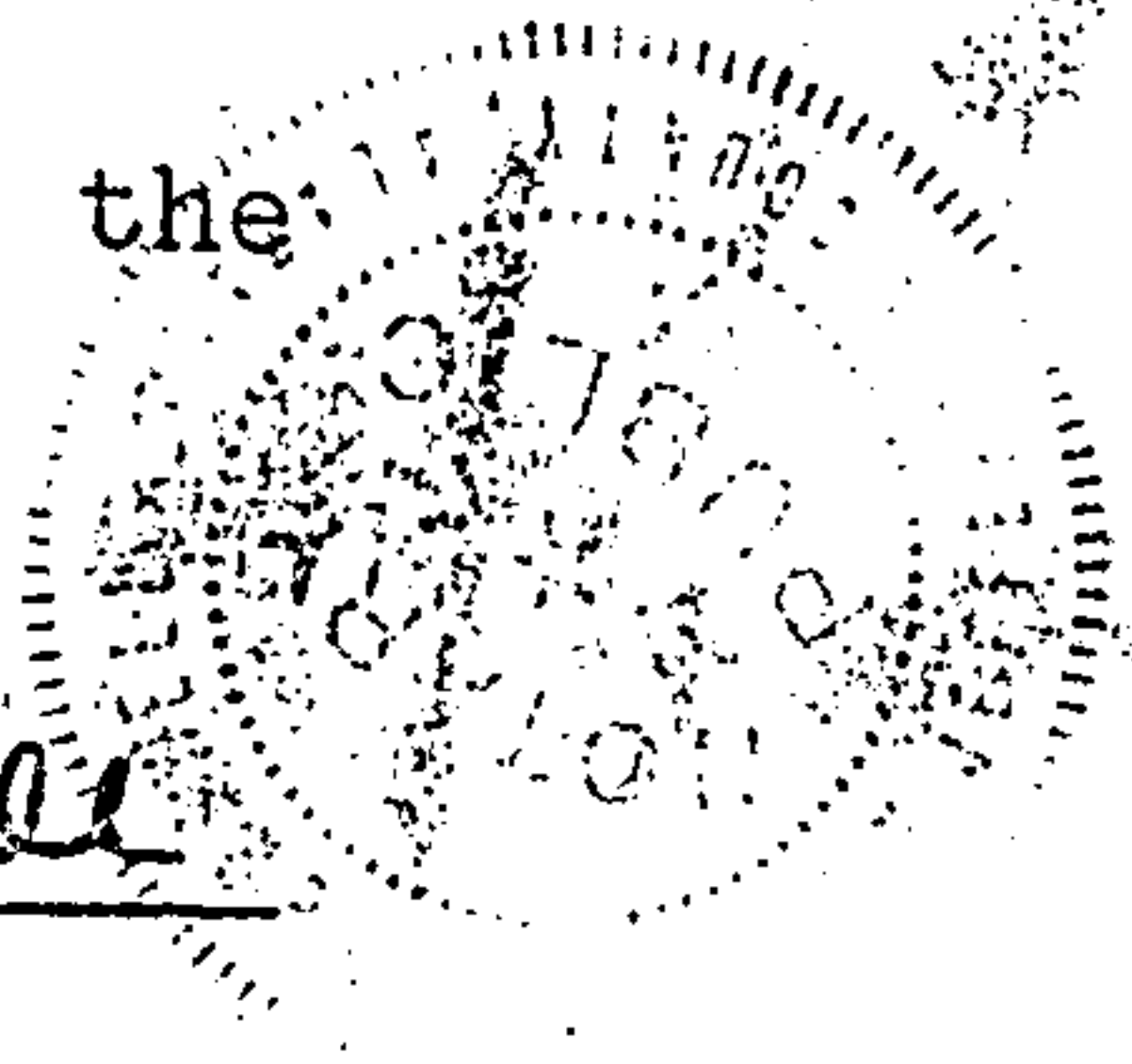
STATE OF Alabama)
COUNTY OF Jefferson)

I, Thomas F. McDowell, a Notary Public in and for said County, in said State, hereby certify that Bessie Mussey, an unmarried woman, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

BOOK 202 PAGE 26

30th Given under my hand and official seal, this the
day of May, 1959.

Thomas F. McDaniel
Notary Public

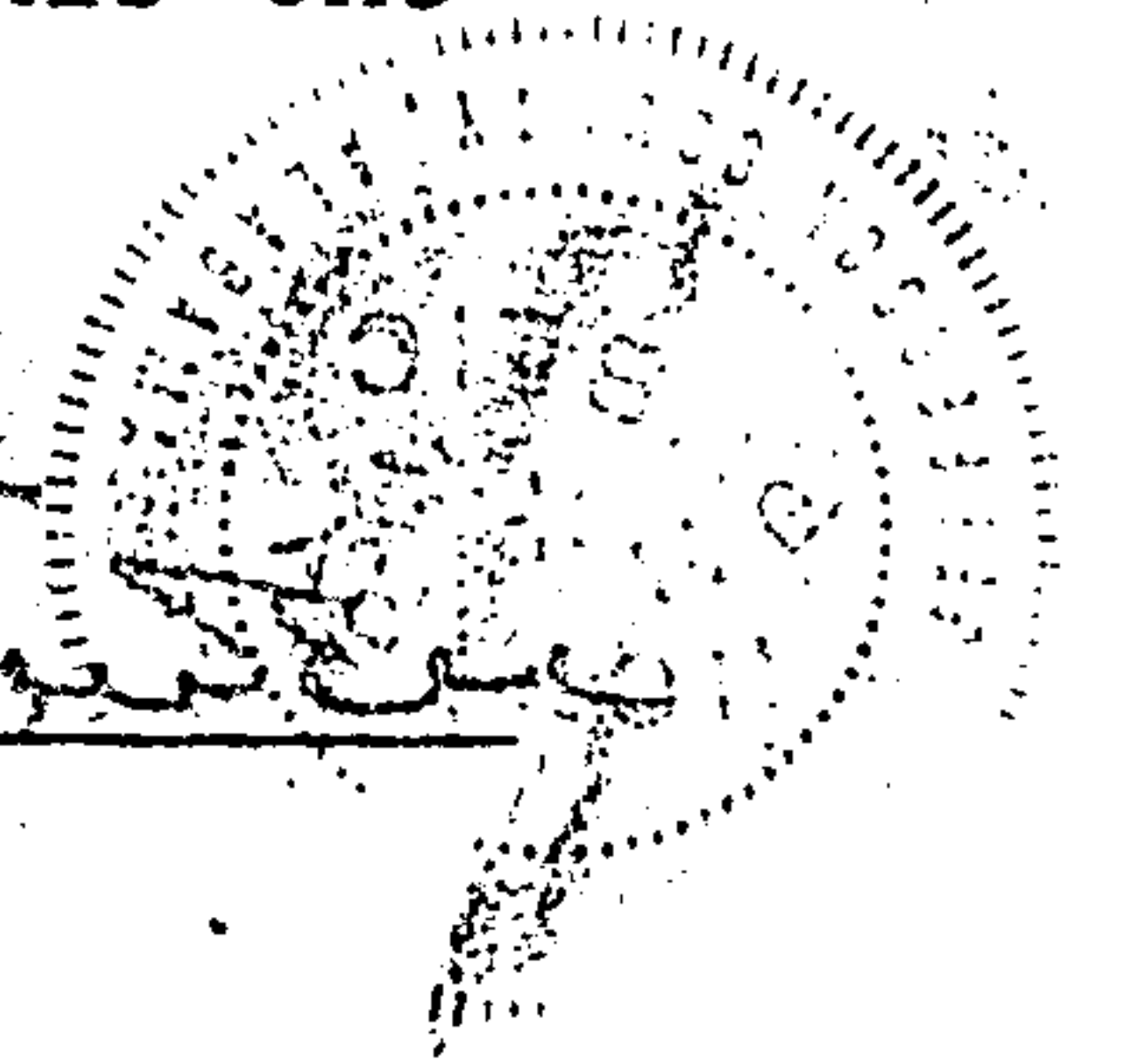


STATE OF Alabama)
COUNTY OF Tefferson)

I, Thomas F. McDaniel, a Notary Public
in and for said County, in said State, hereby certify that
Fred A. Carnell, whose name is signed to the foregoing in-
strument, and who is known to me, acknowledged before me
on this day that, being informed of the contents of the in-
strument, he executed the same voluntarily on the day the
same bears date.

30 Given under my hand and official seal, this the
day of May, 1959.

Thomas F. McDaniel
Notary Public



Judge of Probate

Filed 6/1/59 2 PM
Ms. F. A. L.

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within
at _____ day of _____ 19____ at _____ o'clock _____ M. and
_____ and the Mortgage Tax _____
Record _____ has been paid.

STATE OF ALABAMA, SHELBY COUNTY

1959