

STATE OF ALABAMA)

COUNTY OF SHELBY)

623
OPTION TO PURCHASE LAND

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred (\$100.00) Dollars and other good and valuable considerations, to the undersigned Glenn V. Hall and Della B. Hall, in hand paid by John M. Randall and Elizabeth Ann H. Randall, the receipt whereof is hereby acknowledged, we the said Glenn V. Hall and Della B. Hall, husband and wife, do hereby grant and extend to and unto the said John M. Randall and Elizabeth Ann H. Randall, for and during a period of five years from the date hereof, the right, option and privilege to purchase the following described real estate situated in Shelby County, Alabama, to-wit:

All that part of the Southeast Quarter of the Northeast Quarter of Section 29, Township 19, Range 1 West, which lies North and East of the right-of-way of the Florida Short Route Highway,

at and for the sum of Eight Thousand and No/100 (\$8,000.00) Dollars, payable as follows: By assumption of balance due, at the time of closing, on that certain mortgage executed by Glenn V. Hall and Della B. Hall to Dilda K. Kendrick, as recorded in the Probate Office of Shelby County, Alabama, with the balance of such purchase price to be represented by a promissory note executed by the said John M. Randall and Elizabeth Ann H. Randall in an amount equivalent to the difference between said mortgage balance and the total purchase price herein stipulated, such note to be secured by a purchase money mortgage on said real estate and payable in annual installments of Six Hundred (\$600.00) Dollars, each of such installments to bear interest at the rate of Six percentum (6%) per annum until paid,

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the first installment to be due and payable on or before one year after the date of closing and the remaining installments to be due and payable on or before the same day and month of each year thereafter until said indebtedness, with the interest thereon, is paid in full.

In the event the said John M. Randall and Elizabeth Ann H. Randall shall elect to purchase the said property, they shall signify such election by written notice thereof, served upon the said Glenn V. Hall and Della B. Hall within the time above limited; and thereafter the said Glenn V. Hall and Della B. Hall shall promptly deliver to them an abstract of title to the said property, duly extended to date, and they shall have thirty days after the delivery of such abstract in which to examine the title and to complete such purchase.

If the said John M. Randall and Elizabeth Ann H. Randall shall complete such purchase, the said Glenn V. Hall and Della B. Hall shall convey said property to them by warranty deed, such property to be free and clear of all encumbrances, except the mortgage hereinabove described and a right-of-way of Alabama Power Company, however, such conveyance is to reserve unto the said Glenn V. Hall and Della B. Hall and to William Clyde Bumpus, brother of Della B. Hall, a life estate in and to a portion of said property, being a strip of land 300 feet wide along the easterly line of said property and lying and being north of Little Yellow Leaf Creek, together with an easement or right-of-way, during the existence of such life estate, covering a portion of the property to be conveyed, such easement or right-of-way to be over, upon and across a strip of land, 20 feet wide, lying and being along the north edge of said Little Yellow Leaf Creek and adjacent thereto.

Time is the essence of this option, and unless the

same be exercised during and within the said five year period from the date hereof, this option shall be and become null and void, of no force and effect, and the said Glenn V. Hall and Della B. Hall shall be relieved and released from any and all obligations hereunder.

IN WITNESS WHEREOF, the said Glenn V. Hall and Della B. Hall have hereunto set their hands and seals on this the 9th day of November, 1959.

Glenn V. Hall (L.S.)

Della B. Hall (L.S.)

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority in and for said County and State, hereby certify that Glenn V. Hall and Della B. Hall, husband and wife, whose names are signed to the foregoing Option to Purchase Lands, and who are known to me, acknowledged before me on this day that, being informed of the contents thereof, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9th day of November, 1959.

K. Ross Peoples
NOTARY PUBLIC

My Commission expires July 1, 1961

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Option was filed for record the 13 day of Nov 19 59 at 8 o'clock PM and recorded in Deed Record 25 at page 155 and the Mortgage Tax Deed Deed Tax 50 has been paid.

Conrad M. Fowler
Judge of Probate

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