

691  
STATE OF ALABAMA )

COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Five and no/100 Dollars (\$5.00)

in hand paid to the undersigned James A. Jones and (wife) ~~(husband)~~

Mattie Rutherford Jones hereinafter at times referred to as "Optionor"

whether one or more) by Alabama Gas Corporation (hereinafter at times referred to

as "Optionee"), the receipt and sufficiency whereof are acknowledged, the said

James A. Jones and Mattie Rutherford Jones

do (does) hereby grant unto the Optionee, its successors and assigns, the option to

purchase an easement in the form attached hereto and made a part hereof, in, over,

upon and under the following described land situated in Jefferson County, Alabama,

which is owned by the undersigned, to-wit:

~~The~~ The east thirty feet (30')  
of the ~~South~~ <sup>South</sup> east quarter (SE 1/4) of  
the Northeast quarter (NE 1/4) of Section  
30 township 19 Range 2W. in  
Shelby County Ala.

The Optionee may exercise this option at any time within 150 days from

the date hereof by giving Optionor written notice of its intention so to do, addressed

to Optionor at Route 1 Box 73 B Helena Ala Upon

Optionee's posting such notice in the United States mail, said notice shall be con-

sidered as having been effectively given, as required by the terms hereof. After the

option is exercised the Optionee shall have a period of thirty (30) days within which

to examine Optionor's title to the property herein described. In the event Optionee

approves title, the undersigned Optionor agrees to execute and deliver to Optionee

an easement agreement in the form attached hereto and made a part hereof. Upon

the execution and delivery of said easement agreement, it is understood that the undersigned will be paid the further sum of \$ 650<sup>00</sup> in full payment of the purchase price of said easement. The sale shall be closed, the easement agreement executed and delivered, and the consideration therefor paid within said thirty (30) day period. In the event Optionee deems title unmerchantable in Optionor, and so advises Optionor within the thirty (30) days following the exercise of the option, then Optionee shall have a reasonable length of time within which to perfect title. If title is perfected within a reasonable time, the transaction shall thereupon be immediately closed as herein provided, but if Optionee gives Optionor written notice that it cannot perfect title, then this agreement shall thereupon terminate, and neither party shall thereafter be obligated to the other. If the option is not exercised within the time provided herein, then Optionee shall lose all rights hereunder and the undersigned shall retain the sum paid for this option as consideration for the granting of said option.

IN WITNESS WHEREOF, Optionor has (have) hereunto set his (their) hand(s) and seal(s) on this the 2<sup>nd</sup> day of September 1959.

Mr. James A. Jones (L.S.)  
Mrs. Mattie R. Jones (L.S.)

WITNESSES:

FILED 16 NOVEMBER 1959

BOOK 206 PAGE 27

STATE OF ALABAMA, SHELBY COUNTY

I, Conrad M. Fowler, Judge of Probate, hereby certify that the within Option was filed for record the 16 day of Nov 19 59 at 3 o'clock P. M. and recorded in Book 206 at page 26, and the Mortgage Tax and Deed Tax has been paid.

Conrad M. Fowler  
Judge of Probate