

2015

OPTION TO PURCHASE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That we, EVA C. STONE and ARLIN STONE, in consideration of One Dollar, paid by Frank L. Cox and wife, Josie Cox, the receipt whereof is hereby acknowledged, hereby for ourselves and our heirs, executors, and administrators, agree to sell and convey to said Frank L. Cox and Josie Cox or their assigns, for the consideration hereinafter mentioned, the following described property:

Begin at the NE corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 28, Township 20 South, Range 3 West; thence run Westerly along the North boundary line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 28, Tp 20 S, R 3 W, for 386.19 feet; thence turn an angle of 91 deg. 04' 45" to the left and run Southerly 338.38 feet; thence turn an angle of 88 deg. 55' 15" to the left and run Easterly 590.64 feet, more or less, to a point on the West right of way line of County Road No. 17; thence turn an angle of 103 deg. 42' 20" to the left and run Northwesterly along the West right of way line of said County Road No. 17 for 194.35 feet; thence turn an angle of 76 deg. 17' 40" to the left and run Westerly 162.0 feet, more or less, to a point on the West boundary line of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 28, Tp 20 S, R 3 W; thence turn an angle of 88 deg. 55' 15" to the right and run Northerly along the West boundary line of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 28, Tp 20 S, R 3 W, for 150.64 feet, more or less, to the point of beginning, Being a part of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 28, Township 20 South, Range 3 West, and being 3.80 acres, more or less.

The consideration to be paid by the said Frank L. Cox and Josie Cox, or their assigns, shall be the sum of Eighteen Hundred Dollars (\$1800.00) This option may be accepted by the said Frank L. Cox and Josie Cox, or their assigns within three years from the date hereof by written notice to that effect. Conveyance shall be made within 30 days after such acceptance by a warranty deed conveying good and merchantable title and free of encumbrance except utility permits of record; Provided, that the said Eva C. Stone and Arlin Stone, or their assigns, shall give to Frank L. Cox and Josie Cox thirty days written notice of the time when such deed shall be delivered.

It is agreed that if the said Frank L. Cox and Josie Cox, or their assigns shall fail to accept this option within the above mentioned time, or shall after such acceptance, fail to pay the sum of \$1800.00, the consideration above mentioned, within said three year period of time, this agreement shall terminate and be of no further legal effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of December, 1963.

BOOK 239 PAGE 772

Eva C. Stone
Arline Stone

Eva C. Stone
(Eva C. Stone)
Arline Stone
(Arlin Stone)

STATE OF ALA. SHELBY COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED ON 1/3/64
RECORDED 1/3/64
BY CLERK OF THE COURT
JUDGE OF PROBATE