

10001

STATE OF ALABAMA)
SHELBY COUNTY)

OPTION TO PURCHASE

IN CONSIDERATION OF THE Sum of One and No/100----- DOLLARS (\$ 1 .00)

cash in hand paid, receipt of which is hereby acknowledged, I, Austella Shirey Banks, an unmarried woman, hereby give and grant unto Tommy Joe Sanders and wife, Nena Frost Sanders, his heirs, assigns, or representatives the exclusive option and right to purchase, for a period of Three Hundred Sixty Five----- (365) days from the date hereof, upon the terms and conditions set out hereinbelow, the following described land in Shelby County, State of Alabama, to-wit:

Lot 4, in Block 79, according to J. H. Dunstan's Map of Town of Calera, Alabama, subject to easements, rights of way of record, and restrictions contained in Deed Book 217 at page 360, Office of Judge of Probate of Shelby County, Alabama.

19770620000061190 1/2 \$.00
Shelby Cnty Judge of Probate, AL
06/20/1977 12:00:00 AM FILED/CERT

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Exercise of this option to purchase shall be in writing, either delivered to me/us in person, or by registered mail, prior to the expiration of the time granted by this option as hereinbefore set forth.

The terms and conditions of purchase shall be as follows:

1. Purchaser is to pay a total consideration of One Thousand Five Hundred and No/100 DOLLARS (\$ 1,500.00) payable in cash at the time of the consummation of purchase.
2. Upon exercise of this option, the sale of said land as contemplated hereby shall be consummated within thirty (30) days from the date of delivery of notice of such exercise.
3. I/we agree to deliver to purchaser a good and sufficient warranty deed conveying said property in fee simple to the purchaser, or his assigns or representatives, contemporaneously with delivery by purchaser of the consideration as set out in Paragraph 1.
4. The Sellers shall furnish to purchaser prior to closing, should this option be exercised, ^{title insurance or} an abstract of title showing the title to said property going back for a period of time normally acceptable to attorneys in this area, showing good and merchantable title to said property in seller(s). If an examination of the title to said by land by the attorney for purchaser discloses any defects in said title which cannot be cured to the satisfaction of said attorney with a reasonable time, then the money paid for this option as indicated first above is to be returned to the said purchaser, his heirs, assigns or representatives, and all rights and obligations created hereby shall be terminated.
5. Possession shall be given to purchaser at the time of closing.
6. Taxes and assessments for the year 19 78 shall be prorated between seller and purchaser as of the date of closing of title. If on such date the rate of taxes or amount of assessments is undetermined, proration shall be on the basis of the rate or amount for the next preceding year.

7. (Other Provisions)

WITNESS, our signatures, in duplicate, this 20th day of June, 197 7.

[Signature]
Witness

Austella Shirey Banks (SEAL)
Seller

[Signature]
Witness

[Signature] (SEAL)
Seller

[Signature]
Witness

Tommy Joe Sanders (SEAL)
Purchaser

[Signature]
Witness

Nena Frost Sanders (SEAL)
Purchaser

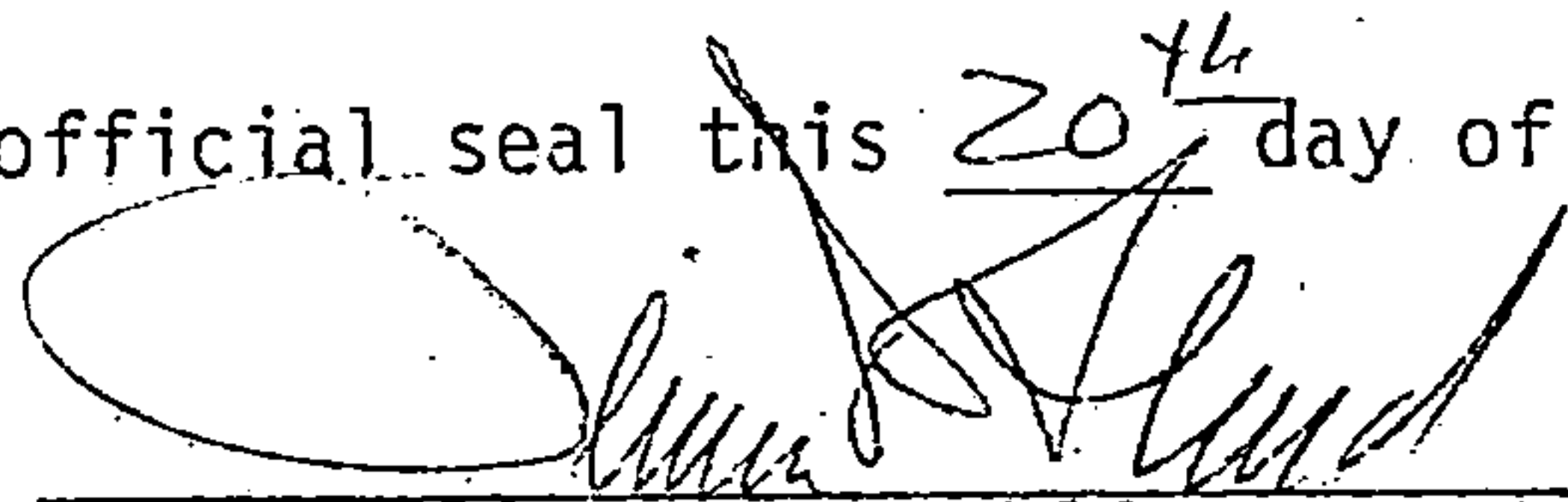
STATE OF ALABAMA
SHELBY COUNTY



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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Austella Shirey Banks, an unmarried woman, whose name is signed to the foregoing Option To Purchase, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the Option To Purchase, she executed the same voluntarily on the day the same bears date.


Given under my hand and official seal this 20th day of June, 1977.



Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1977 JUN 20 PM 2:04


JUDGE OF PROBATE

Rec 3.00
In Seal 1.00

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