

SHELBY COUNTY)

OPTION TO PURCHASE

cash in hand paid, receipt of which is hereby acknowledged, I/we hereby give and grant unto Leslie W. Hope and wife, Sue S. Hope, his heirs, assigns, or representatives the exclusive option and right to purchase, for a period of one year () ~~year~~ from the date hereof, upon the terms and conditions set out hereinbelow, the following described land in Shelby County, State of Alabama, to-wit:

19810202000011740 1/1 \$.00
Shelby Cnty Judge of Probate, AL
02/02/1981 12:00:00 AM FILED/CERT

The terms and conditions of purchase shall be as follows:

1. Purchaser is to pay a total consideration of One Thousand and no/100
DOLLARS (\$1,000.00) 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 ninety (90) 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
4. The Sellers shall furnish to purchaser prior to closing, should this option be exercised, 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, assign or representatives, and all rights and obligations created hereby shall be terminated.
5. Possession shall be given to purchaser upon closing, 1978.
6. Taxes and assessments for the year 1981 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 12th day of December, 1978.

James E. Culver _____ (SEA)
 Witness 1991 FEB -2 AM 10:55 Seller
 James E. Culver _____ (SEA)
 Witness Judge of Probate Seller
 James E. Culver _____ (SEA)
 Witness _____ Purchaser
 James E. Culver _____ (SEA)