

STATE OF ALABAMA )

SHELBY COUNTY )

OPTION

IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash, in hand paid, the receipt of which is hereby acknowledged, we the undersigned, H. M. MERRELL, and wife, BERNICE MERRELL, hereby give and grant unto R. A. RYLANT and daughter, DRUSCILER ANN BROWN, and their heirs or assigns, the exclusive option and right to purchase the following described real estate situated in Shelby County, Alabama, viz:

Beginning at the NE corner of the SW $\frac{1}{4}$ , Section 1, Township 24 North, Range 15 East; run South along the East boundary line of said SW $\frac{1}{4}$  a distance of 420.0 feet; thence turn 63 deg. 05 min. right and run 141.71 feet; thence turn 116 deg. 55 min. right and run 87.73 feet; thence turn 104 deg. 02 min. left and run 576.6 feet to the point of beginning of the parcel herein described; thence continue along the same course a distance of 200 feet to the high water contour level of Spring Creek, as shown by survey of Sam W. Hickey and John W. Goolsby dated May 21, 1966, said last designated distance of 200 feet being the North line of the parcel herein described; thence run in a Southwesterly direction along said high water contour line of Spring Creek a distance of 100 feet; thence run Easterly and parallel with said North line of the parcel herein described, a distance of 200 feet; thence run Northeasterly and parallel with said high water contour line of Spring Creek, a distance of 100 feet to the point of beginning,

upon the terms and conditions set out herein below:

1. This option may be exercised only during the period beginning with the death of the survivor of the grantors, H. M. Merrell and wife, Bernice Merrell, and extending for a period of six months thereafter, and if not exercised within said period, said option to purchase, and all rights hereunder, shall expire.
2. The purchasers shall pay a total consideration of Six Thousand Dollars (\$6,000.00) for said property, payable in cash at the time of the consummation of the purchase thereof, if this option is exercised.
3. The exercise of this option to purchase shall be in writing delivered to the personal representative of the estate of the survivor of us, in person, or by Registered Mail.
4. No abstract, title insurance binder, or other evidence of title shall be furnished to said purchasers, the responsibility being upon the purchasers to

709 Pine Crest Rd.  
Sylacauga, AL 35151

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satisfy themselves of the title which they will receive if they exercise this option.

5. Possession shall be given to such purchasers at the time of the closing of the sale, if this option is exercised.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 11<sup>th</sup> day of November, 1982.

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THIS SALE OPTION TO  
BE EXERCISED BY THIS  
DEED WAS FILED

1982 DEC 14 PM 12:45

BOOK

Shirley C. Lawrence, Jr.  
NOTARY PUBLIC

Dec 3.00  
Jud 1.00  
4.00

Bernice Merrell  
Seller

H. M. Merrell  
Seller

STATE OF ALABAMA }  
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that H. M. MERRELL and wife, BERNICE MERRELL, whose names are signed to the foregoing option and who are known to me, acknowledged before me on this day that, being informed of the contents of the option, they executed the same voluntarily on the day the same bears date.

Given under my hand this 11<sup>th</sup> day of November, 1982.

Shirley C. Lawrence, Jr.  
Notary Public