

The Instrument was prepared by:

Michael A. Anderson, Attorney
1701 City Federal Building
Birmingham, Alabama 35203

2164

OPTION TO REPURCHASE

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

This option agreement entered into this 22 day of ~~August~~ ^{September}, 1986 by and between Homer L. McClure and wife, Mary A. McClure and Henry Comfort Hudson and wife, Vivian Hicks Hudson, witnesseth:

That the said Homer L. McClure and wife, Mary A. McClure have purchased from the said Henry Comfort Hudson and wife, Vivian Hicks Hudson for the consideration of Three Thousand Five Hundred & 00/100 (\$3,500.00) Dollars as evidenced by their deed of July 29, 1986, the following described real estate, situated in Shelby County, Alabama, to-wit:

Commence at the SE corner, of Section 34, Township 18 South, Range 1 West thence run West along the South line thereof for 2202.08 feet to the East R/W of Dunavant Valley Road, thence 105°33'45" right run Northerly along said R/W for 634.89 feet, thence 74°19'28" right run 296.27 feet to the Point of Beginning; thence continue last described course for 392.33 feet, thence 124°40'17" right run 206.70 feet, thence 60°35'42" right run 275.91 feet, thence 84°44'06" right run 144.67 feet, to the Point of Beginning. Containing 1.22 Acres more or less.

Also a 50 foot Easement for Egress and Ingress the center of which is described as follows: Commence at the SE corner of Section 34, Township 18 South, Range 1 West, thence run West along the South line of thereof 2202.08 feet to the Easterley R/W of Dunavant Valley Road, thence 105°33'45" right run Northerly along said R/W for 660.64 feet to the Point of Beginning; thence 74°19'28" right run 599.73 feet to the Point of Ending, said easement shall run with the land hereinabove described.

In addition to the consideration recited in the above-referenced deed, the said Homer L. McClure and wife, Mary A. McClure hereby give and grant to the said Henry Comfort Hudson and wife, Vivian Hicks Hudson, or their heirs or assigns,

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the first option to repurchase the above-described real estate from them, should they attempt to convey, transfer, sell, or otherwise dispose said real estate, for the real estate's then assessed value. It is expressly understood and agreed that said option to repurchase shall remain open for a period of thirty (30) days, and if said right privilege or option is not exercised within such time, then this agreement is null and void and of no further force and effect.

The said Homer L. McClure and wife, Mary A. McClure covenant and bind themselves, their heirs, assigns, executors and administrators to carry out the terms of this option agreement.

It is expressly agreed and understood that the purpose of the execution of this option to repurchase is to create a cloud on the title of the above-described real estate.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22 day of ^{September}~~August~~, 1986.

Homer L. McClure (seal)
Homer L. McClure

Mary A. McClure (seal)
Mary A. McClure

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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Homer L. McClure and wife, Mary A. McClure whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22 day of ^{September}~~August~~, 1986.

[Signature]
Notary Public

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

1986 SEP 26 AM 11:13

[Signature]
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ 5.00
Index Fee	1.00
TOTAL	\$6.00

