

REAL ESTATE SALES OPTION

LAND TITLE COMPANY OF ALABAMA

317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203

405

Birmingham, Alabama May 22 1990

For and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged Charles H. Stephens  
June B. Pyburn

hereinafter called "Seller," does hereby grant unto June B. Pyburn  
hereinafter called "Purchaser", his nominees, assigns, heirs or representatives, the exclusive right and option to  
purchase upon the terms and conditions set out below, the following described real estate together with all improvement, shrubbery, plantings,  
fixtures, and appurtenances, situated in Shelby County, Alabama:

Address \_\_\_\_\_  
Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ Survey \_\_\_\_\_  
SEE EXHIBIT "A" ATTACHED HERETO

This option shall be exercisable on or before 5:00 P.M. on \_\_\_\_\_ by paying to the agent  
the earnest money specified below and by giving written notice to the Seller, either delivered in person or by registered or certified mail, addressed  
to seller at 4363 1st Avenue North, Birmingham, AL 35222

In the case of notice by Registered or certified mail, notice shall be deemed to have been given at the time the notice is properly mailed in any U. S.  
postal facility. Time as used in this paragraph is of the essence.

In the event this option is exercised by the Purchaser, the option money shall be applied to and shall reduce the purchase price. In the event the  
Purchaser fails to exercise the option, the option money shall be forfeited and divided equally between seller and agent.

In the event this option is exercised by Purchaser, this agreement shall become a contract to purchase the property on the following terms and  
conditions:

The purchase price shall be \$ 50,000.00 payable as follows:

Option Money \$ \_\_\_\_\_  
Earnest Money \$ \_\_\_\_\_  
Cash on Closing \$ 50,000.00

This is a ten year option to purchase the property described in Exhibit "A".

The undersigned seller agrees to furnish the purchaser a standard form title insurance policy issued by a company qualified to insure titles in  
Alabama, in the amount of the purchase price, insuring purchaser against loss on account of any defect or encumbrance in the title, unless herein  
excepted, otherwise, the earnest money shall be refunded. In the event both owner's and mortgagee's title policies are obtained at the time of closing,  
the total expense of procuring the two policies will be divided equally between the seller and the purchaser.

Said property is sold and is to be conveyed subject to any mineral and mining rights not owned by the undersigned Seller and subject to present  
zoning classification \_\_\_\_\_ and \_\_\_\_\_ being located in a flood plain.

The taxes, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and the Purchaser as of  
the date of delivery of the deed and any existing advance escrow deposits shall be credited to the Seller. The Seller will keep in force sufficient hazard  
insurance on the property to protect all interests until this sale is closed and the deed delivered.

This sale shall be closed and the deed delivered on or before May 22, 2000, except that the Seller shall have a reasonable length of  
time within which to perfect title or cure defects in the title to said property. Possession is to be given on delivery of deed, if the property is then vacant;  
otherwise possession shall be delivered \_\_\_\_\_ days after the delivery of the deed. The Seller hereby authorizes \_\_\_\_\_

\_\_\_\_\_ to hold earnest money in trust for the Seller pending the fulfillment of this contract.  
In the event the Purchaser fails to carry out and perform the terms of this agreement, the earnest money and option money, as shown herein,  
shall be forfeited as liquidated damages at the option of the Seller, provided that the Seller agrees to the cancellation of this contract and said  
earnest money and option money so forfeited shall be divided equally between the Seller and his Agent.

THE COMMISSION PAYABLE TO THE AGENT IN THIS SALE IS NOT SET BY THE BIRMINGHAM AREA BOARD OF REALTORS,  
BUT IS NEGOTIABLE BETWEEN THE SELLER AND THE AGENT, and in this contract, the seller agrees to pay N/A

\_\_\_\_\_ as their agents, a sales commission in the  
amount of, \_\_\_\_\_ for negotiating this sale.

The Seller agrees to convey said property to the Purchaser by general warranty deed, free of all encumbrances except as  
hereinafter set out and Seller and purchaser agree that any encumbrances not herein excepted or assumed may be cleared at time of closing from  
sales proceeds.

Unless excepted herein, Seller warrants that he has not received any notification from any governmental agency of any pending public improve-  
ments, or requiring any repairs, replacements, alterations to said premises that have not been satisfactorily made, which warranty shall survive the  
delivery of the above deed.

This contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants  
heretofore made, and any other agreements, not incorporated herein are void and of no force and effect.

Witness to Purchaser's Signature: \_\_\_\_\_

Purchaser: June B. Pyburn (SEAL)

Witness to Seller's Signature: \_\_\_\_\_

Seller: Charles H. Stephens (SEAL)

Seller \_\_\_\_\_ (SEAL)

Seller \_\_\_\_\_ (SEAL)

Seller \_\_\_\_\_ (SEAL)

Receipt is hereby acknowledge of the earnest money ☐ CASH ☐ CHECK as herein above set forth  
of firm) Alvin Hollman

BOOK 314 PAGE 431

EXHIBIT "A"

Parcel for option:

Commence at the Northeast corner of the S.W.1/4 of the N.E.1/4 of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama;  
Thence run South along the east 1/4-1/4 line 61.92 feet to a point on the centerline of Oak Mountain State Park Road,  
Thence run South 42 deg. 33 min. 00 sec. West 261.70 feet along said centerline to the point of a clockwise curve having a delta angle of 24 deg. 53 min. 00 sec. and a radius of 932.16 feet,  
Thence run southwest along the arc of said curve 210 feet to the point of beginning:  
Thence continue southwest along the arc of said curve 194.83 feet,  
Thence run South 67 deg. 26 min. 00 sec. West 171.43 feet,  
Thence run South 22 deg. 34 min. 00 sec. East 50.00 feet to a point on a counter-clockwise curve having a delta angle of 16 deg. 20 min. 51 sec. and a radius of 1041.74 feet,  
Thence run Southwest along the arc of said curve 297.23 feet,  
Thence run 47 deg. 09 min. 56 sec. East 110 feet to a point 10 feet northwest of the top of a bank:  
Thence run northeast the following bearings and distances which are approximately 10 feet northwest of the top of said bank:  
North 49 deg. 07 min. 36 sec. East 88.64 feet,  
North 41 deg. 52 min. 08 sec. East 45.00 feet,  
North 64 deg. 26 min. 41 sec. East 306.41 feet,  
North 45 deg. 48 min. 23 sec. East 200.00 feet,  
Thence run North 25 deg. 53 min. 53 sec. West 75.60 feet to the point of beginning. Less and Except that part lying within the right-of-way of said State Park Road.

*Amos Cory*  
Amos Cory, P.L.S. #10550

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

90 OCT 16 AM 9:07

*John H. [Signature]*  
JUDGE OF PROBATE

BOOK 314 PAGE 432

1	Notary Fee	2.00
2	Record Fee	2.00
3	Notary Fee	1.00
4	Record Fee	1.00
5	Notary Fee	1.00
6	Record Fee	1.00
7	Notary Fee	1.00
8	Record Fee	1.00
9	Notary Fee	1.00
10	Record Fee	1.00
11	Notary Fee	1.00
12	Record Fee	1.00
13	Notary Fee	1.00
14	Record Fee	1.00
15	Notary Fee	1.00
16	Record Fee	1.00
17	Notary Fee	1.00
18	Record Fee	1.00
19	Notary Fee	1.00
20	Record Fee	1.00
21	Notary Fee	1.00
22	Record Fee	1.00
23	Notary Fee	1.00
24	Record Fee	1.00
25	Notary Fee	1.00
26	Record Fee	1.00
27	Notary Fee	1.00
28	Record Fee	1.00
29	Notary Fee	1.00
30	Record Fee	1.00
31	Notary Fee	1.00
32	Record Fee	1.00
33	Notary Fee	1.00
34	Record Fee	1.00
35	Notary Fee	1.00
36	Record Fee	1.00
37	Notary Fee	1.00
38	Record Fee	1.00
39	Notary Fee	1.00
40	Record Fee	1.00
41	Notary Fee	1.00
42	Record Fee	1.00
43	Notary Fee	1.00
44	Record Fee	1.00
45	Notary Fee	1.00
46	Record Fee	1.00
47	Notary Fee	1.00
48	Record Fee	1.00
49	Notary Fee	1.00
50	Record Fee	1.00
51	Notary Fee	1.00
52	Record Fee	1.00
53	Notary Fee	1.00
54	Record Fee	1.00
55	Notary Fee	1.00
56	Record Fee	1.00
57	Notary Fee	1.00
58	Record Fee	1.00
59	Notary Fee	1.00
60	Record Fee	1.00
61	Notary Fee	1.00
62	Record Fee	1.00
63	Notary Fee	1.00
64	Record Fee	1.00
65	Notary Fee	1.00
66	Record Fee	1.00
67	Notary Fee	1.00
68	Record Fee	1.00
69	Notary Fee	1.00
70	Record Fee	1.00
71	Notary Fee	1.00
72	Record Fee	1.00
73	Notary Fee	1.00
74	Record Fee	1.00
75	Notary Fee	1.00
76	Record Fee	1.00
77	Notary Fee	1.00
78	Record Fee	1.00
79	Notary Fee	1.00
80	Record Fee	1.00
81	Notary Fee	1.00
82	Record Fee	1.00
83	Notary Fee	1.00
84	Record Fee	1.00
85	Notary Fee	1.00
86	Record Fee	1.00
87	Notary Fee	1.00
88	Record Fee	1.00
89	Notary Fee	1.00
90	Record Fee	1.00
91	Notary Fee	1.00
92	Record Fee	1.00
93	Notary Fee	1.00
94	Record Fee	1.00
95	Notary Fee	1.00
96	Record Fee	1.00
97	Notary Fee	1.00
98	Record Fee	1.00
99	Notary Fee	1.00
100	Record Fee	1.00
Total		9.00