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OPTION

4-30

1986

M. Muller (a single man) of the County of Jecterson
Alabama, party of the first part, and Borbura W Murphy (a married women) of the County of Jelianon, and State of Alabama, party of the second part,
WITNESSETH. that

WHEREAS, the said party of the first part is the owner of the following described parcel of real estate or tract of land lying in County of Shelby, State of Alabama, to-wit:

A TRACT OF LAND SITUATED IN THE NEW OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NE CORNER OF THE NE & OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY ALA. AND RUN WEST ALONG THE NORTH LINE OF SAID 1/2 SECTION 15 FEET; THENCE LEFT 88 45 LAND RUN SOUTH AND PARALLED TO THE EAST DINE OF SAID SECTION 534.88 FEET TO POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE 100.45 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF A PIPELINE EASEMENT;) THENCE RIGHT 68 00 AND RUN SOUTHWESTERLY AND PARALLEL TO THE NORTH LINE OF SAID PIPELINE EASTMENT A DISTANCE OF 500.0 FEET; THENCE RIGHT 197°20'17" AND RUN NORTHWESTERLY 390.19 FEET; THENCE RIGHT 100° 20' AND RUN EASTERLY 70.00 FEET; THENCE RIGHT 15 00' AND RUN SOUTH EASTERLY 503.70 FEET TO POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINING 3.0 ACRES. (See attached maps for exact description of the property). In case of a conflict, the maps are controlling as to the legal description. This Agreement is binding on the heirs, assigns, devisees, and grantees of the second parties, who covenant not to do any act to adversely affect the rights of first parties during the period of this option, and covenant that the property described is unencumbered and includes all mineral rights.) If either party, his heirs, assigns, devisees and grantees breach this Agreement, he shall be liable for any expense incurred in the enforcement of same, including, but not limited to a reasonable attorney's fee.

AND WHEREAS, the said party of the first part is desirous of selling the same;

NOW, THEN, in consideration of the receipt of \$ 500.00 cash in hand paid by the said party of the second part, the said party of the first part does hereby give and grant to the said party of the second part, or any person he may designate, the right to purchase said above described parcel of real estate, at any time, from this date up to and including the late day of July 1986; If the party of the second part exercises this option, party of the second part shall give the party of the first part written notice of his intention by the aforesaid date, said notice to be delivered in person or mailed by registered mailyto the address of said first party, or the last known address of said first party. If the party of the second part does not exercise this option as aforesaid, said consideration paid by party of the second part shall be retained by party of the first part, but if the party of the second part does exercise this option and the title is not good and cannot be made good as hereinafter stated, the party of the first part shall refund the consideration for this option as set out hereinafter.

If the party of the second part exercises this option, the terms of the sale will be as follows:

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All cash at closing, of which the initial consideration is a

The party of the first part shall have the right to designate the closing attorney and date and place of closing.

All taxes are to be current on date of delivery of possession.

Title to be conveyed subject to all restrictions, easements and covenants of record, and subject to zoning ordinances or laws of any governmental authority.

The Saller quarantees to the Purchaser:

- 1. That said tract of land will percolate to provide for healthful and sufficient disposal of sewage for single family dwelling occupancy.
- 2. That the subdivision system for delivering water to said trad of land from the community main to the single family dwelling on said land be sufficient to provide for the needs of lamily eccupation in said dwelling including but not to exceed 10 years from the day this contract is dated.
- 3. That efficial county and state approval for the sak of said tract of land and for the construction of a single toring dwelling with out buildings be in effect at the date this contract is dated.

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The improvements on the said land are to be delivered in as good condition as they are as of the date of this contract, ordinary wear and tear excepted, and if not in such condition when final settlement is made, the Seller is obligated to put them in such condition, or to compensate the Purchaser for his failure to do so, but in the event of destruction by fire, or otherwise, the Seller's improvements so destroyed. Possession of promises to be given with deed.

Deferred payments, if any, are to be evidenced by promissory note payable on or before maturity bearing interest at ____ per cent per annum, and secured by a deed of trust on the property. Settlement and payment of balance, if any, of said cash payment shall be made upon presentation of a good and valid warranty deed with the usual covenants and conveying a good and merchantable title, after allowing 60 days from completion of title search or the delivery of abstracts for examination of title. At the election of the Purchaser, the Seller agrees to furnish. Leither title search or adequate abstracts of title, taxes and judgment, as soon as same can be prepared, covering said real estate, or at Seller's Option a guaranty of title by one of the title guaranty companies, for the amount of the purchase price herein stipulated. It is agreed by both parties hereto, that in the event of a controversy regarding title, a guaranty policy covering this property issued by any local Guaranty Company for the purchase price herein named, shall constitute and be accepted by the Purchaser as conclusive evidence of a good and merchantable title.

It is understood and agreed that if the title is not good and cannor be made good within a reasonable time after written notice has been given that the title is defective, specifically pointing out the defects, then the consideration which Purchaser paid for option or any earnest money which has been deposited with the Seller shall be returned to the Purchaser. But if the title is good and purchaser shall fail to pay for the property as specified herein, Seller shall have the right to elect to declare this contract cancelled, and upon such election, this earnest money shall be retained by Seller as liquidated damages. It is expressly understood and agreed, however, that the right given Seller to make the aforesaid election is not intended to be Seller's exclusive remedy, and either party shall have the right to elect to affirm this contract and enforce its specific performance or recover full damages for its breach. Seller's retention of such earnest money shall not be evidence of an election to declare this contract cancelled, as Seller shall have the right to retain his portion of this earnest money to be credited against damages

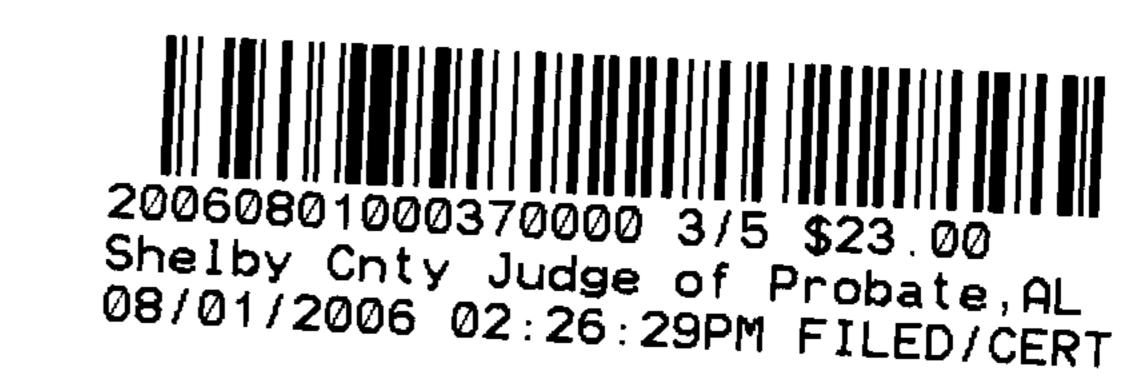
Any abstracts covering such property only, will become the property of Purchaser subject to rights of mortgage holder.

Seller is to pay for U. S. Documentary Stamps on deed, preparation of deed, recording of purchase money trust deed, if any continuation of written evidence of title, state tax and clerk's fee on trust deed, and notary fee on deed. Purchaser is to pay for preparation of note, or notes, and trust deed, notary fee on trust deed, recording of warranty Deed, state tax on Warranty Deed, and expense of title examination, if any. Seller and Buyer are to share equally in paying closing fee in connection with transaction. If Purchaser obtains a loan on this property, he is to pay all expenses incident thereto.

Should there be any tax, insurance or other accrual items on deposit with the holder of any debt secured by said premises and assumed by Purchaser, the Purchaser shall at the time of closing reimburse the Seller therefor.

This instrument when signed only by the prospective Purchaser shall hours from the date hereof.

Whenever used, the singular number shall include the plural, the plural, and the use of any gender shall be applicable to all genders.



The purchaser accepts the said real estate in its existing condicion, no warranties or representations having been made by the Seller which are not herein expressly provided.

WITNESS signatures of all parties the day and year above written.

Danara Willeman, muller Furchaser (a marrier woman)

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting hereby certify that Martin M. Mullerwhose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day and year the same bears date;

STATE OF ALARAMA

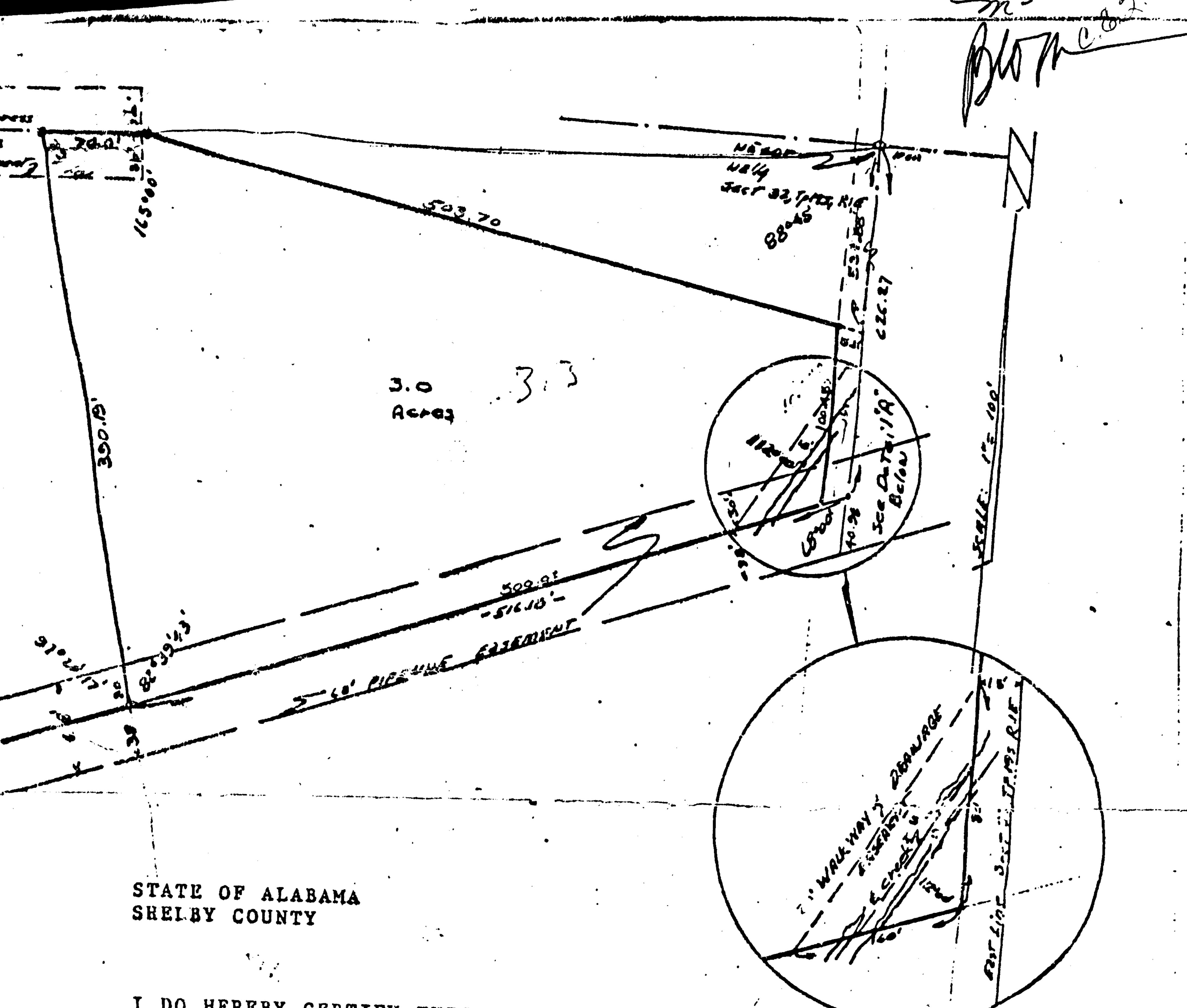
COUNTY OF lesson

I, the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, hereby certify that Barbara W. Musphyshose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, the executed the same voluntarily on the day the same bears date;

Given under my hand and seal of office this 30 day of

My Commission Expires:

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I DO HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT MAP OR PLAT OF A TRACT OF LAND SITUATED IN THE NEX OF SECTION 32, TOWNSHIP 19 SCUTH, RANGE I EAST, SHELBY COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NE CORNER OF THE NE & OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY ALA. AND RUN WEST ALONG THE NORTH LINE OF SAID 1/2 SECTION 15 FEET; THENCE LEFT 88"45 "TAND RUN" SOUTH AND PARALLED TO THE EAST DINE OF SAID SECTION 534.88 FEET TO POINT OF BEGINNING; THENCE CONTÎNUE ALONG LAST DESCRIBED COURSE 100.45 FEET TO A POINT OF A PIPELINE EASEMENT; THENCE RIGHT 68 00' AND RUN SOUTHWESTERLY AND PARALLEL TO THE NORTH LINE OF SAID PIPELINE EASTMENT A DISTANCE OF 500.0 FEET; THENCE RIGHT ; 27° 20'17" AND RUN NORTHWESTERLY 390.19 FEET; THENCE-RIGHT 100° 20' AND RUN EASTERLY 70.00 FEET; THENCE RIGHT 15 00' AND RUN SOUTH EASTERLY 503.70 FEET TO POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINING 3.0 ACRES. ACCORDING TO MY SURVEY THIS THE 14th DAY OF JAN. 1985.

REG. NO. 9324

