


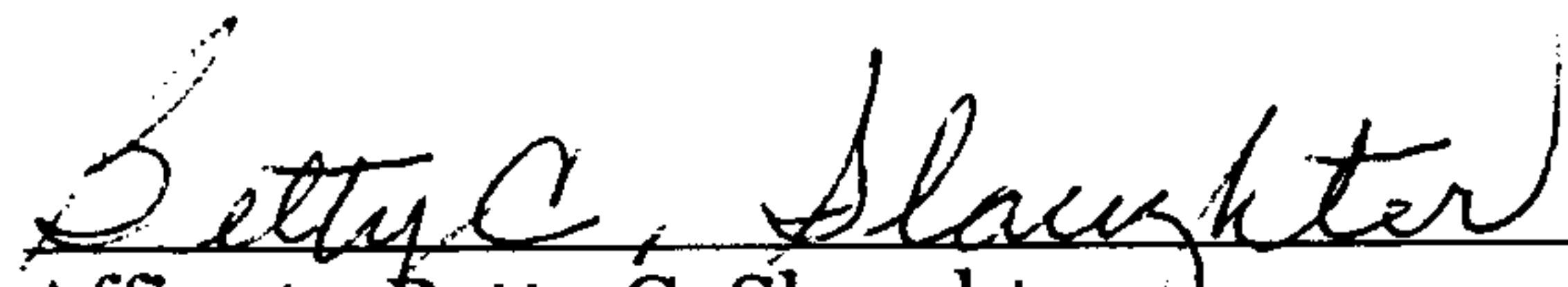
Prepared by:
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AFFIDAVIT REGARDING RECORDED OPTION AGREEMENT

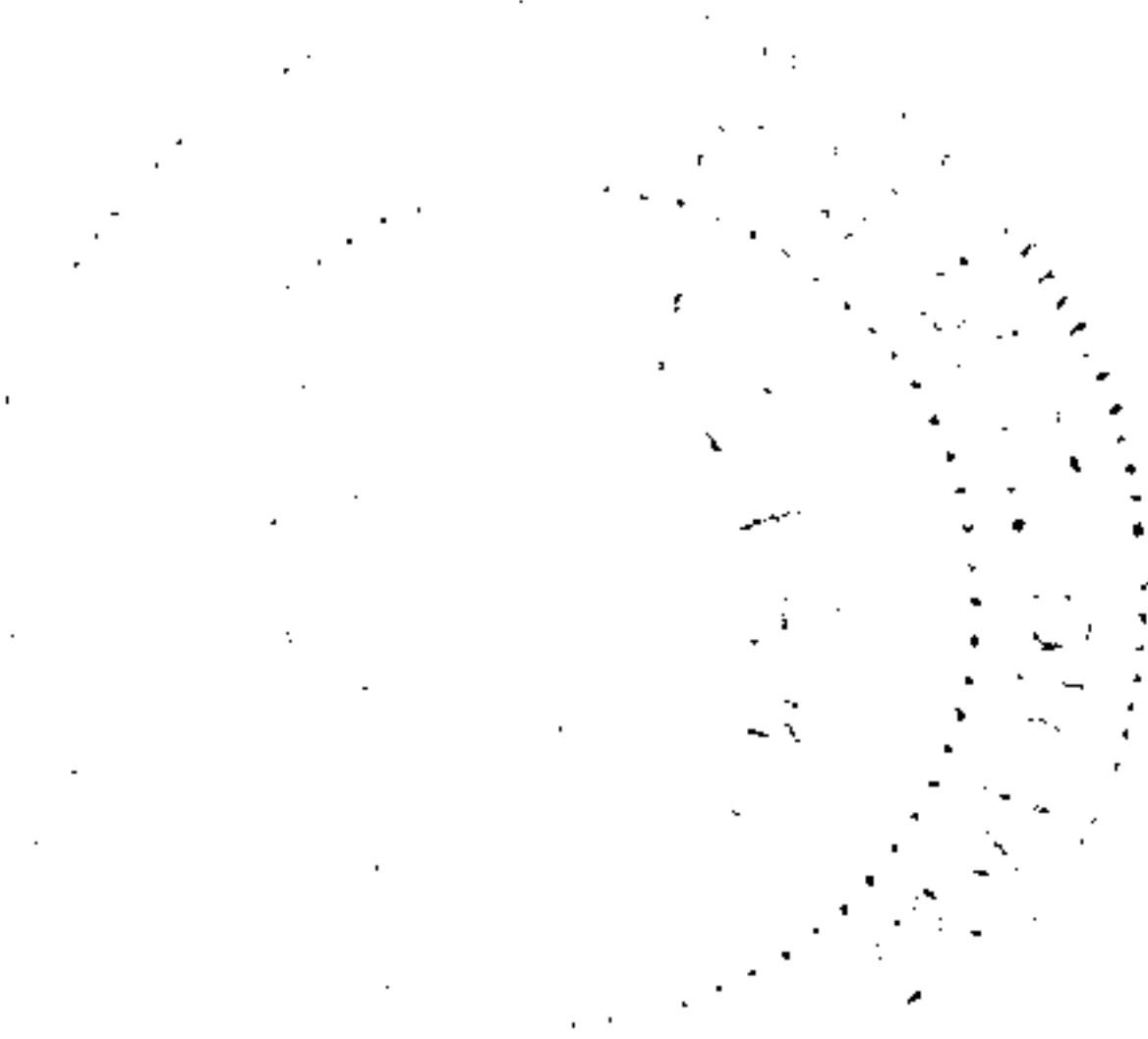
STATE OF ALABAMA
COUNTY OF SHELBY

On this 22nd day of August, 2013, before me personally appeared, the undersigned, to me personally known, who being by me duly sworn, on oath say that the attached Option Agreement, which is hereby incorporated by reference as though fully set out here, by and between Ruth McGuire Allen and Robert L. Slaughter and Betty C. Slaughter dated the 4th day of January, 1983, is a true and correct copy and remains in full force and effect.


Affiant: Betty C. Slaughter

Subscribed and sworn to before me on this 22nd day of August 2013.


Notary Public
My commission expires: 2/7/2016



415- OPTION AGREEMENT

OPTION AGREEMENT made this 4th day of JANUARY, 1983,
between Ruth McGuire Allen (hereinafter referred to as the "Seller") and
Robert L. Slaughter and Betty C. Slaughter (hereinafter referred to as the
"Purchasers").

In consideration of the payment of One Dollar (\$1.00) and other good
and valuable consideration by the Purchasers to the Seller, receipt whereof the
Seller acknowledges, and also in consideration of the promises and conditions
hereinafter contained, the parties agree as follows:

1. Grant of Option. The Seller hereby irrevocably grants to the
Purchasers the exclusive option to purchase from the Seller or her heirs,
assigns, or personal representatives, according to the terms and conditions
herein described, the real property located in Shelby County, Alabama, more
particularly described in Exhibit "A", attached hereto (hereinafter referred to
as "real property").

2. Term of Option. Said option to purchase shall extend for five (5)
years beginning on the 4th day of January, 1983, provided, however, that
said option period may be extended under the terms and conditions set out
hereinbelow in Paragraph 7.

3. Condition of Option. The said option shall be operative only
upon the occurrence of one of the following events: (a) the death of the
Seller; or, (b) upon the Seller notifying the Purchasers that said option is
operative by Seller's choice prior to Seller's death.

4. Limitation of Option. The Purchasers shall exercise their option
to purchase, if at all, within ninety (90) days of the date Letters Testamentary
or Letters of Administration are granted to the personal representative of the
Seller or within the period prescribed by the Seller if the option period
becomes operative by Seller's election prior to Seller's death.

5. Upon Failure to Exercise Option. If the Purchasers do not exer-
cise their option to purchase, as herein provided, all monies paid by Pur-
chasers to Seller to that date shall be the property of the Seller and neither
party shall have any further giths or claims against the other.

6. Notice of Exercise. The Purchaser shall exercise his option by
delivering a written notice to the Seller or her personal representative by
United States mail, postage affixed, to the mailing address of the Seller last

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Robert L. Slaughter, M.D.

known to Purchasers or shall deliver said written notice to the Seller or her personal representative by any other reasonable means available. Said notice shall indicate a closing date not more than ninety (90) days hence.

7. Extension of Option Agreement. The option period of five (5) years shall be automatically extended for successive five (5) year periods provided, however, the Purchasers may terminate the extension by notifying the Seller, in writing, of said termination no less than thirty (30) days prior to the last day of each five (5) year option period. The Purchasers shall be obligated to, and shall pay the Seller the sum of Ten (\$10.00) Dollars as consideration for each five (5) year extension. Said sum for the next extension period shall become due thirty (30) days prior to the termination date of the preceding period. Under no circumstances shall the option period, as extended, continue past the 4th day of January, 2023, 2023. *ROS*

8. No Assignment by Purchaser. The option granted herein may not be assigned, and any assignment, sale, conveyance, or transfer of this option shall automatically terminate this option and all rights hereunder.

9. Purchase Price. The total purchase price for the real property shall be a price negotiated by and between the Seller (or her personal representative) and the Purchasers at the time the option is exercised. In the event that the parties are unable to arrive at a mutually agreeable price, the total purchase price for the real property shall be the fair market value (as herein defined) as of the date of the exercise of the option hereunder. Fair market value shall be determined by averaging appraisals furnished by two MAI certified appraisers, one of whom shall be chosen by the Seller, or her personal representative, executor, or administrator, and one of whom shall be chosen by the Purchasers. Costs of the appraisals shall be borne by the selecting party.

10. Terms of Sale. Upon the exercise of the option hereunder, the resulting sale shall be conducted under the following terms and conditions:

- (a) Conveyance: The Seller agrees to convey said property to the Purchasers by warranty deed free of all encumbrances, except as hereinabove set out and Seller and Purchasers agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds.
- (b) Seller Warrants that she has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements, or alterations to said premises that have not been satisfactorily made. The Seller warrants that there is no unpaid indebtedness on the subject property except as described in this contract. These warranties shall survive the delivery of the above deed.



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- (c) Prorations & Hazard Insurance: The taxes, as determined on the date of closing, insurance and accrued interest on the mortgages, if any, are to be prorated between the Seller and the Purchasers 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.
- (d) Title Insurance: The 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 the Purchasers 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 Purchasers provided the mortgagee is not the Seller. 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.
- (e) Condition of Property: Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in operable condition at the time of closing. It shall be the responsibility of the Purchasers, at Purchasers' expense, to satisfy himself that all conditions of this contract are satisfied before closing. After closing, all conditions of the property, as well as any aforementioned items and systems, are the responsibility of the Purchaser.
- (f) Recording Costs: Purchaser shall bear the expense of recording any and all documents necessary to effect the transfer of title hereunder.

11. Binding Effect. This option agreement shall be binding upon the personal representative, executor, administrator, heirs, successors, and assigns of the Seller, and shall inure to benefit of heirs, successors and assigns of Purchaser.

12. Execution of Codicil. The Seller agrees to execute a codicil to her Last Will and Testament which authorizes and directs her personal representative, executor, or administrator to recognize the rights of the Purchasers hereunder, and to effectuate the terms hereof.

EXECUTED in triplicate this 4th day of JANUARY, 1983

WITNESS Ronald Boyd

PURCHASER Ruth L. Daugherty

WITNESS Douglas L. McWhorter

PURCHASER Betty C. Daugherty

WITNESS J. Allen Boyd

SELLER Ruth McWhorter Allen



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EXHIBIT "A"

Part of the E 1/2 of the NW 1/4 of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Beginning at the point of the intersection of the East line of the E 1/2 of the NW 1/4 of said Section 28 with the right of way line of Cahaba Valley Road (County Highway 119); northerly along said line 327.13'; thence 90°16' left in a westwardly direction for 73.02'; thence 89°44' left in a southerly direction for a distance of 348.77'; thence 104°40'30" left in a northeasterly direction along the north right of way line of Cahaba Valley Road (County Highway 119) for a distance of 85.65' to the point of beginning containing 1 acre more or less.

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

1987 FEB -6 AM 8:09

Thomas A. Shanks
JUDGE OF PROBATE

1. Recording Fee	10.00
2. Indexing Fee	1.00
TOTAL	11.00

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