

STATE OF ALABAMA

REAL ESTATE OPTION AGREEMENT

COUNTY OF SHELBY

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20141029000341170 1/2 \$17.00  
Shelby Cnty Judge of Probate: AL  
10/29/2014 12:50:11 PM FILED/CERT

FOR and in consideration of the sum of TEN DOLLARS AND 00/100 Dollars (\$10.00) receipt of which is hereby acknowledged, **Safe Future Investments LLC** (hereinafter Seller) does hereby grant unto **ISRAEL VOLK [REDACTED]** (hereinafter Buyer/Investor), its (their, 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 improvements, shrubbery, plantings, fixtures and appurtenances, situated in Shelby County, Alabama, to-wit:

**Legal Discription:**

Lot#:340 Book:39 Pg:42 Sub: VILLAGE AT POLO CROSSINGS SECTOR 1

Parcel I.D. 09 7 26 1 003 033.000

This option is on lot alone. No improvements shall be made to said lot referenced above. Any improvements referenced in said Option agreement shall be done on existing lot owned by the Seller and their discretion. This option is being executed for the purposes of additional collateral agreement for said contract dated August 2014.

The terms of the Option is as follows:

- 1) Intial Investment by Buyer/Investor as setforth in Contract dated August 2014.
- 2) The Seller agreed to convey to the Buyer/Investor the lot.
- 3) Said Option can be extended by written consent of the parties.
- 4) Should said transfer of the lot not occur within the Option time peroid, then the Option shall be exercised for the lot setforth above.

This Option shall be exercisable by delivery of a deed to Seller. Upon delivery of said executed deed, Seller shall forthwith execute the same within five (5) days.

In the event Buyer/Investor exercises this Option, the option money shall be applied to and shall reduce the purchase price and cover all related transfer costs. In the event Buyer/Investor does not exercise this option by the Expiration Date, the option money shall be forfeited by Buyer/Investor to Seller. **To clarify, the Buyer/Investor will not have to add any additional money, and the lot will be sold to him in the consideration that will be paid according to the agreement dated August 2014.**

Seller shall then convey said property to the Buyer/Investor by statutory warranty deed, free of all encumbrances except as hereinabove set out and Seller and Buyer/Investor agree that any encumbrances not herein excepted or assumed may be cleared at time of closing.

Seller agrees to furnish Buyer/Investor with a standard form title insurance policy issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring Buyer/Investor against loss on account of any defect or encumbrance in the title, unless herein excepted; otherwise, any earnest money paid under the sales contract shall be forfeited. If both Owner's and Mortgagees' 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 Buyer/Investor.

Said property shall be sold and conveyed subject to any mineral and mining rights not owned by the Seller and subject to then present zoning and not being in a flood plain.

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

This option shall be binding upon Seller, his heirs, successors and assigns, and shall inure to the benefit of Buyer/Investor, its successors and assigns.

Executed by the Buyer on this day of August 27, 2014, at 70 Jerusalem Blvd, Ramat Gan, Israel.

Executed by the Seller on this day of \_\_\_\_\_, \_\_, 2014, at 2084 Valleydale Road, Birmingham, AL 35244

**Seller: Safe Future Investments, LLC**

Witness *Shaleh Miller*

**Buyer/Investor: ISRAEL VOLK**

Witness GIL TVRIEL

*Shaleh Miller, Manager*  
*[Signature]*  
*[Signature]*



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