

STATE OF ALABAMA)
)
TERMINATION OF REAL ESTATE)
OPTION AGREEMENT)
)
SHELBY COUNTY)

This termination of Real Estate Option Agreement ("Termination") is dated as of August, 12, 2016 by and between **Safe Future Investments, LLC** ("Seller") and **Tal Herman** ("Buyer/Investor").

A. Seller and Buyer/Investor previously entered into a Real Estate Option Agreement, **Instrument # 20150410000116610**, recorded on April 10, 2015, attached hereto as Exhibit A, relating to certain real property located in the County of Shelby, State of Alabama, particularly:

Lot 228, according to the Survey of the Village at Polo Crossings Sector 1, as recorded in Map Book 39, page 42A, 42B, and 42C, in the Probate Office of Shelby County, Alabama.

B. Pursuant to Exhibit A, Seller previously granted the Buyer/Investor the option to receive lots in Polo Crossings as recorded.

C. Seller and Buyer/Investor caused to be recorded the Real Estate Option Agreement attached hereto as Exhibit A in the official records of Shelby County, Alabama in order to put interested parties on notice of the option agreement.

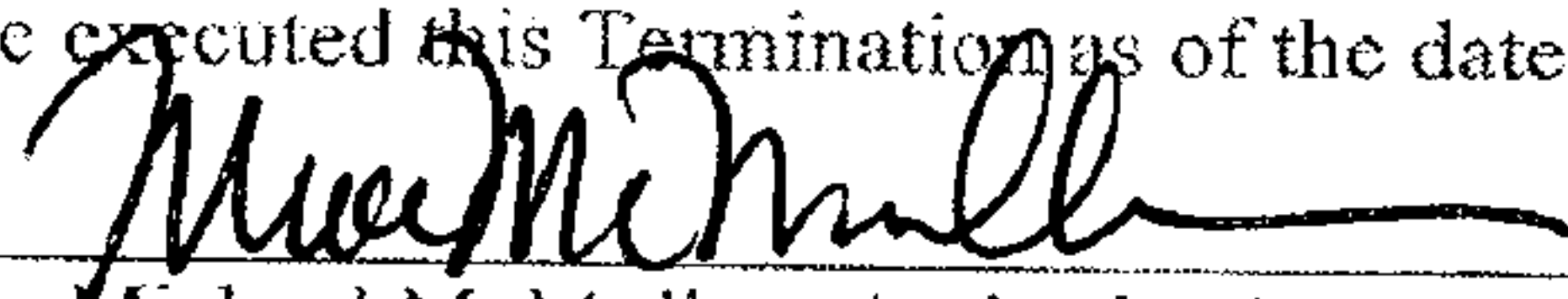
D. The Real Estate Option Agreement has been terminated as to **Lot 228** and is no longer of any force or effect.

E. Seller and Buyer/Investor now desire to cause this Termination to be recorded in the Official Records of Shelby County, Alabama, in order to put interested parties on notice that the Real Estate Option Agreement has been terminated as to **Lot 228**.

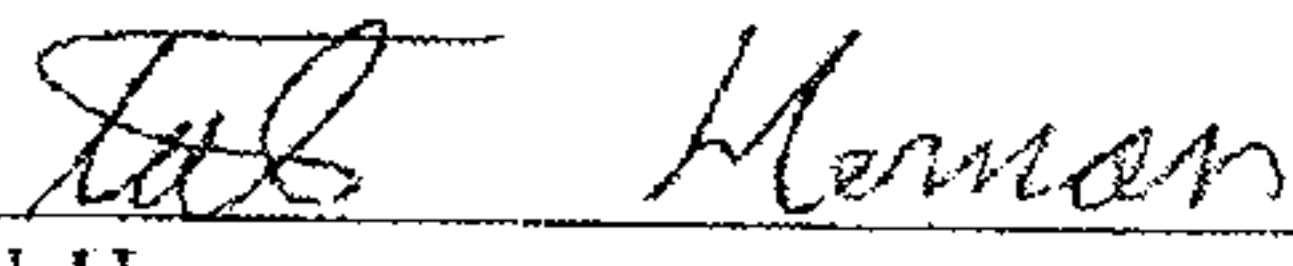
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer/Investor hereby (a) terminate the Real Estate Option Agreement previously recorded; (b) agree that the Real Estate Option Agreement has terminated; (c) agree that the Real Estate Option Agreement is void and of no force or effect.

In Witness Whereof, Seller and Buyer/Investor have executed this Termination as of the date first written above.

Seller: Safe Future Investments, LLC :


By: Michael McMullen, Authorized Agent

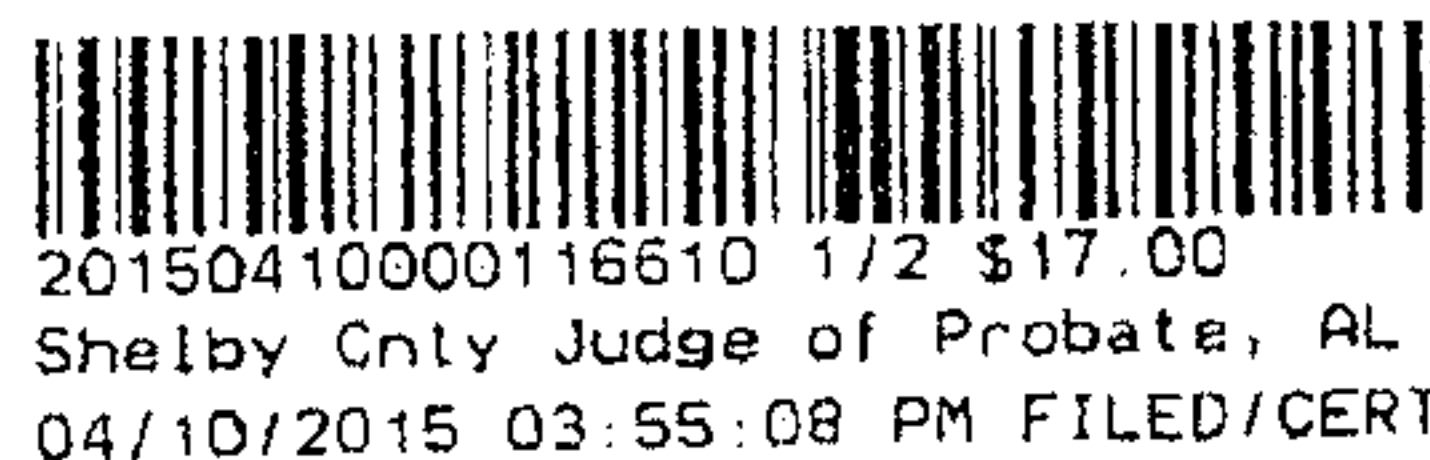
Buyer/Investors :


Tal Herman

Prepared by:
J. Allston Macon, III
Somma & Macon, P.C.
2084 Valleydale Road
Birmingham, AL 35244
(205)379-1414

Exhibit "A"

STATE OF ALABAMA)
REAL ESTATE OPTION AGREEMENT)
SHELBY COUNTY)



FOR and in consideration of the sum of **Two Hundred Thousand and no/100 Dollars** (\$200,000.00) receipt of which is hereby acknowledged, **Safe Future Investments, LLC** (hereinafter "Company") does hereby grant unto **TAL HERMAN** (hereinafter "Lender"), 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, situated in Shelby County, Alabama, to-wit:

Lots, 228, 311, 321, 313, and 318, according to the Survey of The Village at Polo Crossings Sector 1, as recorded in Map Book 39, page 42A, 42B, and 42C, in the Probate Office of Shelby County, Alabama.

Source of Title: Instruments 20141230000409080 & 20141230000409090

This option is on the lot and any existing development and construction. This option is being executed for sole the purposes of security for the Loan Agreement ("Loan Agreement") between the Company and the Lender dated February 12, 2015. Pursuant to the terms of the "Loan Agreement," the company will construct a house on the lot, sell the house, and distribute the revenue to the Lender and the Company, pursuant to the Loan Agreement, and the provision of the loan agreement will govern this agreement.

The terms of the Option are as follows:

1. The Lender will loan funds to the Company for the construction of houses pursuant to terms of the "Loan Agreement."
2. In exchange the Company will build houses on the lots in Polo Crossings and then sell the houses with the proceeds distributed to the Lender and Company pursuant to the terms of the "Loan Agreement."
3. On the day of each sale of a house the Option regarding such lot will be cancelled in order to enable the sale.
4. Said Option is extinguished immediately upon sale of the house and cannot be extended.
5. Should the Company fail to return the principal of the loan pursuant to the "Loan Agreement" then the Option shall be exercised and the Company shall convey by Warranty Deed title to the lot to Lender.

This Option shall be exercisable by delivery of a deed to Lender. Upon delivery of said executed deed, the Company shall forthwith execute the same within five (5) days. Time, as used in this paragraph is of the essence.

In the event that the Lender exercises this option, the Company shall then convey said property to the Lender by statutory warranty deed, free of all encumbrances except as listed above and the Company and Lender agree that any encumbrances not herein excepted or assumed may be cleared at time of closing.



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Shelby Cnty Judge of Probate, AL
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In the event that Lender exercises this Option, the balance of the Company's loan from Lender will be reduced by the sales price of the lot, and in addition any improvements thereon and any expenses incurred by Safe Future in transferring the lot.

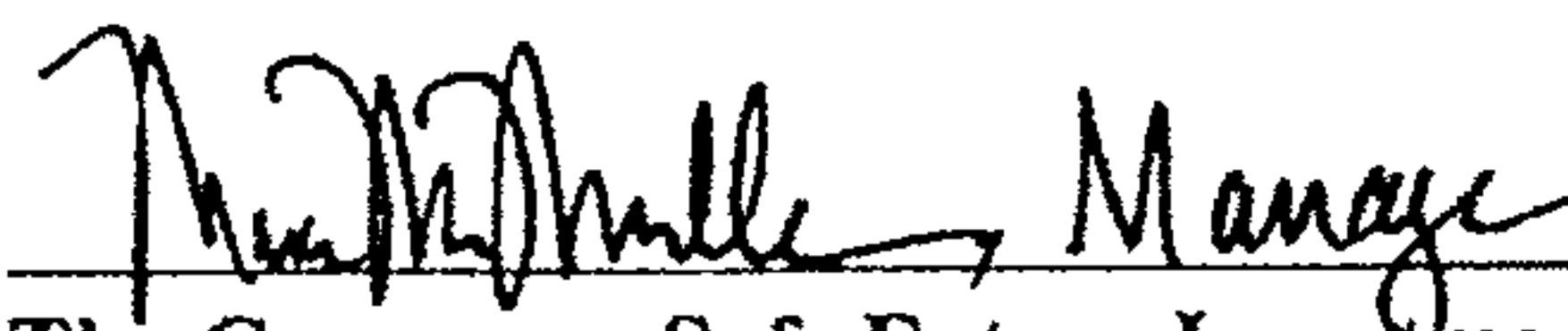
The Company agrees to furnish Lender with a standard form title insurance policy issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring the Lender against loss on account of any defect or encumbrance in the title, unless herein excepted. If both Owner's 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 Company and the Lender.

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

The Company warrants that they have 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 the Company, its successors and assigns, and shall inure to the benefit of the Lender, their successors and assigns.

Executed by the Company on this 20th day of March, 2015, at 2084 Valleydale Road, Birmingham, AL 35244.


The Company: Safe Future Investments, LLC
By: Michael McMullen
Its: Authorized Agent/Manager

STATE OF ALABAMA)
)
SHELBY COUNTY)


I, the undersigned, a Notary Public, hereby certify that **Michael McMullen, as Authorized Agent/Manager of Safe Future Investments, LLC**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument and with full authority, she/he has executed the same voluntarily on the day the same bears date.

Given under my hand this 20th day of March, 2015.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
08/23/2016 02:29:23 PM
\$21.00 CHERRY
20160823000304440




Printed name:
Notary Public
My commission expires

