STATE OF ALABAMA)	20200918000420480
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TERMINATION OF REAL ESTATE)	REL 1/2
OPTION AGREEMENT)	
)	
SHELBY COUNTY)	

This termination of Real Estate Option Agreement ("Termination") is dated as of July 20 2020 by and between Safe Future Real Estate Birmingham, LLC ("Seller") and NERY LASKY ("Buyer/Investor").

- A. Seller and Buyer/Investor previously entered into a Real Estate Option Agreement recorded on 12.4.13 at 02;06;42 p.m., relating to certain real property located in the County of Shelby (the "County"), State of Alabama, particularly Lots **163-164-165** according to the Final Plat of Townside Square, Sector one, as recorded in Map Book 38 Page 120, in the Probate Office of Shelby County, Alabama.
- B. Pursuant to Exhibit A, Seller previously granted the Buyer/Investor the option to receive three lots in Townside Square 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 the County, Alabama in order to put interested parties on notice of the option agreement.

D. The Real Estate Option Agreement has been terminated 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 the County, Alabama, in order to put interested parties on notice that the Real Estate Option Agreement has been terminated.

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

Seller: Safe Future Real Estate Birmingham, LLC

Witness

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Buyer/Investor NERY LASKY

Witness

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Allston Macon

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STATE OF ALABAMA

REAL ESTATE OPTION AGREEMENT)

COUNTY OF SHELBY

FOR and in consideration of the sum of TEN DOLLARS AND 00/100 Dollars (\$10.00) receipt of which is hereby acknowledged, Safe Future Real Estate Birmingham LLC (hereinafter Seller) does hereby grant unto NERI LASKY (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:

Lots 163 164 165 according to the Final Plat of Townside Square, Sector one, as recorded in Map Book 38 Page 120, in the Probate Office of Shelby County, Alabama.

This option is on lots alone. No improvements shall be made to said lots referenced above. Any improvements referenced in said Option agreement shall be done on existing lots owned by the Seller and their discretion. This option is being executed for the purposes of additional collateral agreement for said contract dated <u>August 30, 2013</u>.

The terms of the Option is as follows:

- 1) Intial Investment by Buyer/Investor as setforth in Contract dated August 30, 2013.
- The Seller agreed to convey to the Buyer/Investor <u>2</u> bedroom, 2 bath 1 story townhome(s) in the Townside Square subdivision in Calera in the approximate current total value of \$100,000.00 on or before the expiration of the Option herein granted. The exact address and lot location shall be determined by the Seller at his discrection and time frame.
- The Seller shall convey by Warranty Deed, title to the **2** bedroom, 2 bath 1 story townhome(s) prior to the Option exipration.
- Said Option can be extended by written consent of the parties.
- Should said transfer of the **2** bedroom, 2 bath townhome(s) not occur within the Option time peroid, then the Option shall be exercised for the lots setforth above.
- Should the Buyer/Investor choose not to exercise the option, then at the expiration of the Option, Buyer/Investor shall release said lots at the date set below.

This Option shall be exercisable on or before 5:00 p.m. on <u>August 30, 2015</u> (hereinafter the expiration date), by delivery of a deed to Seller on or before the Expiration Date. Upon delivery of said executed deed, Seller shall forthwith execute the same within five (5) days. Time, as used in this paragraph is of the essence.

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



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/18/2020 03:27:12 PM

\$25.00 MISTI

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