

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

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AGREEMNT 1/4

This termination of Real Estate Option Agreement ("Termination") is dated as of April 30, 2021 by and between Safe Future Real Estate Birmingham, LLC ("Seller") and Racheli Avidov and Shaul Avidov ("Buyer/Investor").

A. Seller and Buyer/Investor previously entered into a Real Estate Option Agreement recorded on December 4, 2013 at 2:06:40 p.m., relating to certain real property located in the County of Shelby (the "County"), State of Alabama, particularly Lots 166, 167 and 168 according to the Final Plat of Townside Square, Sector one, as recorded in Map Book 38, Page 120, in the Probate Office of the County, Alabama and which is attached as Exhibit "A"; and

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 first written above.

Seller: Safe Future Real Estate Birmingham, LLC

Buyer/Investor RACHEL AVIDOV

Buyer/Investor SHAUL AVIDOV

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COUNTY OF JEFFERSON)

I, J. Allston Macon, III, a Notary Public, hereby certify that **Racheli Avidov** and **Shaul Avidov**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, via Zoom video teleconference on May 27, 2021 between the hours of 10:45 and 10:50 pm Central Standard and identified themselves via passport in the video, they identified the above document on video and, being informed of the contents of said instrument, I witnessed them execute and sign the same voluntarily in a recorded video on the day the same bears date.

Given under my hand this 27th day of May, 2021.



Notary Public
My commission expires

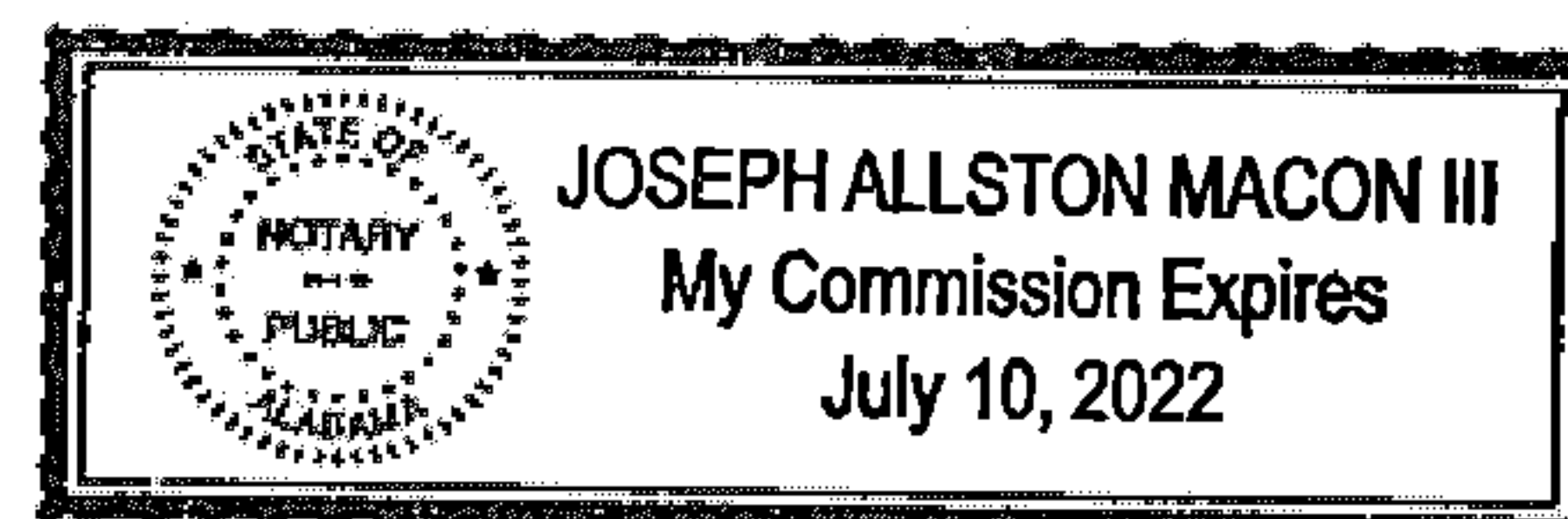


EXHIBIT "A"

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 **RACHELI AVIDOV ID 038550166 and SHAUL AVIDOV ID 29676533** (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 166 167 168 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 September 16, 2013.

The terms of the Option is as follows:

- 1) Initial Investment by Buyer/Investor as setforth in Contract dated September 16, 2013.
- 2) The Seller agreed to convey to the Buyer/Investor 3 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 discretion and time frame.
- 3) The Seller shall convey by Warranty Deed, title to the 3 bedroom, 2 bath 1 story townhome(s) prior to the Option expiration.
- 4) Said Option can be extended by written consent of the parties.
- 5) Should said transfer of the 3 bedroom, 2 bath townhome(s) not occur within the Option time peroid, then the Option shall be exercised for the lots setforth above.
- 6) 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 September 16, 2016 (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

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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 lots will be sold to him in the consideration already paid in the agreement dated September 16, 2013.**

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 November 6, 2013, at 70 Jerusalem Blvd, Ramat Gan, Israel.

Executed by the Seller on this day of November 27, 2013, at 137 Business Center Drive, Birmingham, AL 35244.

Seller: Safe Future Real Estate Birmingham, LLC

Witness

Buyer/Investor: RACHELI AVIDOV

Witness

Buyer/Investor: SHAUL AVIDOV

Witness

Racheli Avidov



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Official Public Records
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