

## TITLE TO REAL ESTATE

ment; that the purchase price shall be paid at the time of recording such deed; that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

6. Taxes, water assessments, and other general and special assessments of whatsoever nature for the year in which the closing of title takes place, shall be prorated as of the date of the closing of title, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of title shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

(Here insert any different tax agreement)

7. The Buyer will not assume or pay any share of prepaid insurance premiums.

8. This option may be exercised by the Buyer, by mailing or telegraphing, within 90 days months from the date hereof, a notice of acceptance of the offer herein to E. M. Roberts at Simpsonville, Rte. 1, in the County of Greenville, State of South Carolina.

9. Loss or damage to the property by fire or from other act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer, may, without liability, refuse to accept conveyance of title, or elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

(Here insert conditions peculiar to particular transaction)

In witness whereof, the Seller has set his hand and seal this 15th day of August, 1940.

Marion Brawley, Jr.  
(Witness)

Margaret D. Smith  
(Witness )

E. M. Roberts  
(Husband)

( E. M. Roberts--Widower.)

## ACKNOWLEDGMENT.

STATE OF SOUTH CAROLINA.  
COUNTY OF GREENVILLE.

PERSONALLY appeared before me Margaret D. Smith, who, being duly sworn, says that she saw E. M. Roberts, sign, seal and as his act and deed execute the foregoing Option, and that she with Marion Brawley, Jr. witnessed the execution thereof.

Sworn to before me this 15th day of August, 1940

Margaret D. Smith

Marion Brawley, Jr. (L. S.)

Notary Public for South Carolina.



## RECEIPT.

DATE August 15, 1940.

Received of Baxter Plato Freeman of the county of Greenville, State of South Carolina, the sum of one dollar (\$1) in consideration of the foregoing option to purchase the above-described land owned by me.

E. M. Roberts.  
(Seller).

No Stamps.

Recorded October 23, 1940 at 12:13 P. M. #14837 BY: E. G.