

TITLE TO REAL ESTATE

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 a notice of acceptance of the offer herein to Cherry Investment Company in the city of Greenville, State of South Carolina, at any time while the offer herein shall remain in force.

The offer herein shall be irrevocable for a period of 3 months from the date hereof, and shall remain in force thereafter until terminated by the Seller. Such termination may be effected by the Seller at any time after the expiration of such period by the giving of ten (10) days' written notice to the Buyer of such termination.

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 hand and seal this _____ day of _____ 19__

In witness whereof, the Cherry Investment Company has caused its corporate name to be hereunto subscribed by its President, and its duly attested corporate seal to be hereunto affixed by its _____ Secretary, at Greenville, State of South Carolina, on the 31 day of March, 1941.

Carl L. Gullick Jr.

James B. Hall.

(Corporate Seal)

Attest: Elizabeth E. Beaty,
Secretary.

Cherry Investment Company

(Name of corporation)

BY: Anna M. Beaty,
President.

Acknowledgment

State of South Carolina,
County of Greenville.

Personally appeared before me Carl L. Gullick, Jr., and made oath that he saw Anna M. Beaty as President, attested by Elizabeth E. Beaty as Secretary of Cherry Investment Company, sign, seal and as the act and deed of said corporation execute the foregoing Option and that he with James B. Hall witnessed the execution thereof.

Sworn to before me this 31 day of March, 1941.

T. G. Harris (L. S.)

Notary Public for South Carolina.

Carl L. Gullick, Jr.

Receipt



Date: March 31, 1941.

Received of C. T. Barnette, 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.

Cherry Investment Company (L. S.)
BY: Anna M. Beaty
(Seller)

No Stamps.

Recorded May 3, 1941 at 8:38 A. M. #6808 BY: K.G.