

## TITLE TO REAL ESTATE

Form FSA-LE-188 B  
(3015-40)

Case No. \_\_\_\_\_

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SECURITY ADMINISTRATION  
OPTION FOR PURCHASE OF FARM WITH FUNDS LOANED BY THE UNITED STATES OF AMERICA (LUMP SUM)  
(VENDOR TO FURNISH TITLE INSURANCE)

1. In consideration of the sum of One Dollar (\$1) in hand paid and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Seller"), who covenants that he is the owner thereof, hereby, for himself and his heirs, executors, administrators, successors, and assigns, offers and agrees to sell and convey to Reid Jones or such other person as may be designated in his stead by the Regional Director of the Farm Security Administration of the United States Department of Agriculture for the region in which the land hereinafter described is located (hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described lands, located in the county of Greenville, State of S. C.;

(Here insert full and complete legal description)

All of that certain piece, parcel, and tract of land, situated in the State and County aforesaid in Butler Township, on the southwest side of the road leading from Greenville City of Pelham Mfg. Co., and formerly known as the Augusta Road, about ten miles from the City of Greenville, adjoining lands of Mrs. Divers Estate, George Vaughan, J. T. Brown and others, having the following metes and bounds:

Beginning at iron pin in Augusta Road; thence S.  $49\frac{1}{2}$  W.  $41.25$  chains to stake on Brushy Creek, waters of Enoree River, thence up the said creek as a line N.  $36$  W.  $3.22$  to bend in creek; thence N.  $54\frac{1}{2}$  W.  $2.70$  to stake, Divers line; thence N.  $35$  E.  $15.00$  to post oak stump; thence N.  $69-5/8$  W.  $26.30$  to stone  $3x3x3x$ ; thence N.  $62$  E.  $23.00$  to stake; Brown's corner; thence S.  $23$  E.  $11.76$  to stone; thence N.  $51\frac{1}{2}$  E.  $19.71$  to iron pin in Augusta Road; thence with said road as a line S.  $48\frac{1}{2}$  E.  $6.00$  to angle in road; thence S.  $37$  E.  $3.50$  to angle; thence S.  $60-3/4$  E.  $2.50$  to angle; thence S.  $87$  E.  $4.96$  to the beginning, containing seventy-four and  $3/4$  ( $74-3/4$ ) acres, more or less, as surveyed by W. A. Adams in November 1912, being a part of a one hundred acre tract conveyed to W. L. Henderson by W. P. Stewart. Being the same tract of land conveyed to Bettie Walker by W. L. Henderson by deed dated December 13, 1912, and recorded in the R.M.C. office for Greenville County in Deed Book 20 at page 470. including all improvements and together with all rights, easements, and appurtenances thereunto belonging, and together with all water rights and water stock appertaining thereto, described as follows:

The title to said land is to be conveyed free and clear except for the following reservations, exceptions, and leases, and no others:

(Here insert a full statement of all reservations, exceptions, and leases, including, in the case of leases, the date of the termination of the lease)

2. This option is given to enable the Buyer to obtain a loan from the United States acting by and through the Secretary of Agriculture (hereinafter called the "Government"), pursuant to Title I of the Bankhead-Jones Farm Tenant Act, for the purchase of said lands.
3. The purchase price for said lands is the sum of \$2600.00 for the tract as a whole.
4. The Seller agrees to deliver, without charge to the Buyer, a policy of mortgagee title insurance in favor of the Government issued by such company as the Government shall approve, in the amount of the purchase price of said property, and to comply with all the requirements of such company, including the furnishing of an abstract of title and continuation thereof where required. The Seller further agrees that except as herein provided all taxes, liens, encumbrances, or other interests in third persons, will be satisfied or discharged by him, including stamp taxes and other expenses incidental to the preparation and execution of the deed and other evidences of title required by the Government. Upon failure of the Seller to furnish such policy of insurance within a reasonable time, the Buyer may procure such insurance, in which event the cost thereof shall be deducted from the purchase price herein provided.
5. The Seller further agrees to convey said lands to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner, and at the time required by the Government, conveying to the Buyer a valid, unencumbered, indefeasible fee simple title to said lands meeting all requirements of the Government; 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