

TITLE TO REAL ESTATE

KEYS PRINTING CO., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

O-P-T-I-O-N

FOR AND IN CONSIDERATION of the sum of Two Thousand Dollars (\$2,000.00), the receipt of which is hereby acknowledged, I, Warthen J. Sullivan, do hereby grant, bargain and sell unto John B. Scoggins, his heirs and assigns, the right and option to buy of me the following described real estate:

All of that certain piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, at the intersection of Augusta Road and Parkins Mill Road, and having the following metes and bounds to-wit:

BEGINNING at an iron pin on the East side of Augusta Road at the intersection of the Old Augusta Road and running thence with the East side of New Augusta Road, N. $1\frac{1}{2}$ W., 200 feet to an iron pin; thence still with New Augusta Road, N. $1\frac{1}{2}$ E., 100 feet to an iron pin; thence still with New Augusta Road, N. 6 W., 100 feet to an iron pin; thence still with New Augusta Road, N. 8 W., 100 feet to an iron pin; thence still with New Augusta Road, N. 14 W., 128 feet to an iron pin; thence still with New Augusta Road, N. $24\frac{1}{2}$ W., 215 feet to the intersection of Parkins Mill Road; thence with the West side of Parkins Mill Road, S. $41\frac{1}{4}$ E., 260 feet to an iron pin at the intersection of Old Augusta Road; thence with the West side of Old Augusta Road, approximately 650 feet to an iron pin, the beginning corner.

Also all my right, title and interest in and to the right-of-way of the Old Augusta Road and to the pavement now on said right-of-way, it being the intention of this option to convey all the property I now own lying between the property of John B. Scoggins and the New Augusta Road.

(1) The terms and conditions of said option as follows:

The total agreed purchase price is Ten Thousand Dollars (\$10,000.00) and on the exercise of this option, the Two Thousand Dollars (\$2,000.00) paid herewith is to be credited on the purchase price, leaving a balance of Eight Thousand Dollars (\$8,000.00).

(2) This option must be exercised, if at all, between January 1, 1947 and January 15, 1947, and expires at midnight on January 15, 1947.

(3) The said John B. Scoggins is hereby granted permission on and after the date of this option, to occupy and possess the above described property without further cost to him, provided however nevertheless, that this provision is subject to the present tenancy of one N. A. Johnson, which expires On October 1, 1946 at the latest.

(4) It is distinctly understood that John B. Scoggins shall obtain no rights in said property or improvements thereon. If this option is not exercised in its terms, all improvements made thereon shall be the property of Warthen J. Sullivan, free of all claims of the said John B. Scoggins.

(5) The said Warthen J. Sullivan agrees on the exercise of this option by the payment of Two Thousand Dollars (\$2,000.00) additional in cash and the execution and delivery of a note executed by the purchaser secured by first mortgage over the said premises in the sum of Six Thousand Dollars (\$6,000.00), payable ten years after date with interest at four percent. (4%) payable semi-annually, with the right to anticipate, to execute and deliver to the said John B. Scoggins, or his heirs or assigns, a good and sufficient Warranty Deed conveying the said property free of all encumbrances except the mortgage herein above referred to. The payment of said cash and delivery of said note and mortgage to take place between January 1, 1947 and midnight of January 15, 1947.

(6) It is distinctly understood that the Two Thousand Dollars (\$2,000.00) paid herewith is in payment for this option, and is not a part of the purchase price, unless the Option is exercised.

(7) John B. Scoggins to receive all rents from October 1, 1946.

(8) Warthen J. Sullivan agrees to keep the buildings on said property insured against fire in the sum of Two Thousand Dollars (\$2,000.00), and in the event the buildings are destroyed by fire before the exercise of this option, the amount of the insurance collected is to be credited upon the purchase price, upon the exercise of this option. Taxes and insurance premium is to be pro-rated as of October 1, 1946.

IN WITNESS WHEREOF the said Warthen J. Sullivan has set his hand and seal this the 16th day of August, 1946.

Signed, sealed and delivered
in the presence of:

W. D. Workman

Warthen J. Sullivan (IS)

Emilie M. Bird

State of South Carolina,
County of Greenville.

PERSONALLY appeared before me Emilie M. Bird, who being first duly sworn says, that she saw Warthen J. Sullivan sign, seal and as his act and deed, deliver the within Option, and that she with W. D. Workman witnessed the execution thereof.

Sworn to before me this the
16th day of August, 1946.

W. D. Workman (IS)

Emilie M. Bird

Notary Public for South Carolina

Option recorded this 17th day of August, 1946, at 10:19 A. M. #13932.

BY: C. L.