

TITLE TO REAL ESTATE

Gertrude L. Lipscomb

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE OPTION

For and in consideration of the sum of \$1.00 to the undersigned in hand paid by the City of Greenville, S. C., the receipt whereof is hereby acknowledged, the undersigned does hereby give and grant unto the City of Greenville, S. C., its successors and assigns, an option to purchase the real estate hereinafter briefly described, for street purposes in connection with the widening of College Street in the City of Greenville, S. C., the property being briefly described as follows:

Beginning at a point on the southern side of College Street, the joint corner of Smith and Lipscomb; thence along the southern side of College Street in a westerly direction 53.7' more or less to a point, the joint corner of Lipscomb and Easterby; thence along the Easterby-Lipscomb property line in a southerly direction 5' to a point; thence in an easterly direction 54.5' more or less to a point on the Smith-Lipscomb property line; thence along the Smith-Lipscomb property line in a northerly direction 11.85' to the beginning point.

The purchase price to be \$1.00 in cash, and the following additional or special considerations, if any:

The Grantee herein, upon the exercise of this option, hereby agrees to replace or to rebuild in a proper manner all damaged walks, driveways, curbs, walls, fences and piers now on said property.

The Grantee further agrees, if it should pay any other property owners by agreement, for vacant strips of land on College Street that it will pay the Grantor in the same proportion, for the land herein described, this, however, does not apply to awards through condemnation or court proceedings or special damages to buildings, tenants, et cetera. This instrument embodies the entire agreement for the within right-of-way.

On the payment of the above specified cash payment within a period of one year from this date, the undersigned will execute and deliver a good deed conveying the above property to the City of Greenville, S. C., free from liens and encumbrances for Street purposes, which deed may contain any other unfulfilled duties for agreements to be performed by the grantee.

To the faithful performance of the above option the undersigned respectively bind themselves, their heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the undersigned have or has this 5th day of November 1946, executed and delivered the foregoing written option.

In the presence of:

H. L. Hingson
Christine Brissey

<u>Mrs. Gertrude L. Lipscomb</u>	(L.S.)
<u>W. H. Lipscomb,</u>	(L.S.)
<u>C. C. Lipscomb</u>	(L.S.)
<u>Sarah L. Hingson</u>	(L.S.)
<u>James E. Lipscomb, Jr.</u>	✓

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me Christine Brissey and made oath that she saw the within named Mrs. Gertrude L. Lipscomb, W. H. Lipscomb, C. C. Lipscomb, Sarah L. Hingson & James E. Lipscomb, Jr. sign, seal and as their act and deed, deliver the within written option, and that she with H. L. Hingson witnessed the execution thereof.

Sworn to before me this 5th day
of November 1946.

Christine BrisseyH. L. Hingson (L.S.)
Notary Public for S. C.