

TITLE TO REAL ESTATE

W. W. Hellams-Lillian H. Moseley-Virginia H. Fraser and Nell H. Pitchford

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, joint corner of Hellams and Lucius; thence in a westerly direction along the southern side of College Street 70.8' to a point at the intersection of the southern side of College Street and the eastern side of Brooks Avenue; thence in an easterly direction 71' more or less to a point on the Hellams-Lucius property line, thence along the Hellams-Lucius property line 1.6' more or less 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 wards 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 or 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 10 day of Sept. 1946, executed and delivered the foregoing written option.

In the presence of:

E. B. CurryH. W. EstesW. W. Hellams (L.S.)Lillian H. Moseley (L.S.)Virginia H. Fraser (L.S.)Nell H. Pitchford (L.S.)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Personally appeared before me a Notary Public for S. C., E. B. Curry and made oath that he saw the within named W. W. Hellams, Lillian H. Moseley, Virginia H. Fraser and Nell H. Pitchford sign, seal and as act and deed, deliver the within written option, and that he with H. W. Estes witnessed the execution thereof.

Sworn to before me this 10 day
of Sept. 1946.

E. B. CurryH. W. Estes, (L.S.)

Notary Public for S. C.

Recorded February 11, 1947 at 10:39 AM 2834 BY:CLB