

ability to convey a fee simple title to the premises, free and clear of all liens and encumbrances, (including restrictions prohibiting the use of any part thereof for multi-family purposes by the city of Greenville zoning laws) except as hereinabove stated.

Should an examination of title to the premises reveal a defect therein (including restrictions prohibiting the use thereof for multi-family purposes by the city of Greenville Zoning laws) which shall render said premises unmarketable, this option may be cancelled by the Optionee, even though Optionee may have previously given notice of exercising the same.

If Optionee cancels this option or declines to accept title to the above described premises under the provision of paragraph 4, all deposits shall be refunded to Optionee by Optionor, whether or not notice of exercise of this option shall have been given.

(5) If this option is not exercised, except for the provisions of paragraph 4, all deposits made shall be forfeited.

(6) Optionor shall deliver possession of subject real estate on closing date.

(7) The Optionee or any of his agents shall have the right at any time subsequent to the date hereof to go upon said property for the purposes of making assays, plats, drillings, borings, engineering surveys and studies as may be required by the Optionee to determine the suitability of said property for the purposes of Optionee.

This Option shall be assignable and the provisions hereof shall be binding and enure to the benefit of the Optionor and Optionee, and their respective heirs, executors, administrators, successors and assigns.

Witness the hand and seal of the Optionor this the 24 day of Sept., 1963.

IN THE PRESENCE OF:

W. W. Williams  
Arthur D. Klapp

TOWERS HOLDING CORPORATION

BY:

Harry Swigmer  
Harry Swigmer, President