

It is understood and agreed by and between the parties that this option is contingent upon Balentine Brothers Builders, Inc. being able to obtain water and sewer for the entire tract, and in event such water and sewer is not available for the entire tract, Balentine Brothers Builders, Inc. may, at its sole option, declare the within option null and void and in such event the Five Hundred and No/100 (\$500.00) Dollars paid hereunder will be refunded.

With the exception of the contingency concerning the ability to obtain water and sewer facilities for the entire tract, it is agreed that if the said Balentine Brothers Builders, Inc., or its assigns, shall fail to accept this option within the time above mentioned, or shall after such acceptance fail to pay the balance due on the purchase price within thirty (30) days thereafter, in accordance with the terms and conditions hereinbefore mentioned, the option price of Five Hundred and No/100 (\$500.00) Dollars paid as hereinbefore acknowledged shall be forfeited.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 8th day of July, 1970.

WITNESSES:

Marion Blalock
Virginia S. Aldrick

BALENTINE BROTHERS BUILDERS, INC.

BY: David W. Balentine (SEAL)
Vice President
John O. Gresham, Jr. (SEAL)
John O. Gresham, Jr.
Nell M. Gresham (SEAL)
Nell M. Gresham

STATE OF SOUTH CAROLINA)
 :
COUNTY OF GREENVILLE)

PROBATE

Personally appeared before me the undersigned witness and made oath that he saw the within named Balentine Brothers Builders, Inc., by David W. Balentine, Vice President, John O. Gresham, Jr. and Nell M. Gresham sign, seal, and as their acts and deeds deliver the within written Option to Purchase Land, and that he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 9th day of July, 1970.

Marion Blalock
(SEAL)
Notary Public for South Carolina
My Commission Expires: 10-20-79

Recorded July 9th, 1970 at 3:17 P.M. #727

SIDNEY L. JAY ATTORNEY AT LAW GREENVILLE, S. C.