

STATE OF SOUTH CAROLINA)

JUL 14 9 58 AM '71

OPTION TO PURCHASE REAL ESTATE

COUNTY OF GREENVILLE)

OLLIE FARNSWORTH

KNOW ALL MEN BY THESE PRESENTS THAT WEC, WILLIE E. AND ARTIE C. GUEST.
 (hereinafter sometimes referred to as the "SELLER"), FOR AND IN CONSIDERATION OF THE SUM
 OF \$ 100 DOLLARS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AGREE AS FOLLOWS:

1. I HEREBY GRANT, BARGAIN AND SELL TO BROWN Enterprises of S.C. Inc.
 (hereinafter sometimes referred to as the "BUYER"), THE EXCLUSIVE RIGHT OR PRIVILEGE
 TO PURCHASE THE FOLLOWING DESCRIBED REAL ESTATE OWNED BY ME, TO-WIT:

LOTS: 1, 2, 3, 4, 5, 6, 7, 9, 12, 13, 17, 18, AND 19
MARIETTA HEIGHTS, MARIETTA, S.C. AS RECORDED ON PLAT ON FILE
IN RMC OFFICE, GREENVILLE COUNTY, S.C. - ALL LOTS TO INCLUDE
CITY WATER, TAPPED TO EACH LOT.

TOGETHER WITH THE IMPROVEMENTS THERON.

2. THE TOTAL PURCHASE PRICE OF THE ABOVE DESCRIBED PROPERTY SHALL BE: (\$ 5200⁰⁰)
FIVE THOUSAND, TWO HUNDRED AND 00/100 DOLLARS.,
 AND UPON THE "BUYER'S" ELECTION TO PURCHASE SAID PROPERTY, THE PURCHASE PRICE SHALL
 BE DUE AND PAYABLE BY THE BUYER TO THE SELLER AS FOLLOWS, TO-WIT:

The Buyer agrees to pay seller on the second construction draw
of house to be built on each lot or lots. The amount of release for
each lot is \$4000⁰⁰. The seller agrees to accept a mortgage on each lot
which will be subordinate to the construction loan on each lot or lots.

3. THIS OPTION IS TO EXPIRE AT 12 O'CLOCK NOON, July 10, 1972, AND UNLESS
 SAID OPTION IS EXERCISED BY THAT TIME, THIS INSTRUMENT SHALL TERMINATE AND BECOME
 NULL AND VOID.
4. IF THE SAID "BUYER" SHALL EXERCISE HIS RIGHT OR PRIVILEGE OF PURCHASING THE REAL ESTATE
 WITHIN THE TIME SPECIFIED, THE OPTION PAYMENT SHALL BE APPLIED TOWARD THE PURCHASE
 PRICE OF THE PROPERTY.
5. THE "BUYER", OR HIS HEIRS AND ASSIGNS, SHALL HAVE THE RIGHT DURING THE TERM OF THIS
 OPTION TO ENTER UPON SAID PROPERTY FOR THE PURPOSE OF MAKING A SURVEY AND CONDUCTING
 ENGINEERING TESTS, TO DETERMINE THE PRACTICALITY OF CONSTRUCTING A BUILDING OR
 BUILDINGS ON SAID PROPERTY.
6. THAT THE BUYER, UPON APPLICATION TO THE PROPER HEALTH DEPARTMENT AUTHORITIES, MUST
 RECEIVE AN APPROVED PERMIT TO CONSTRUCT A SEPTIC TANK SYSTEM ON THE SAID PROPERTY,
 OR APPROVAL TO CONNECT ONTO THE PUBLIC SEWER SYSTEM, AND FAILURE OF THE BUYER TO
 SECURE SAID APPROVAL, SHALL CAUSE THIS OPTION TO TERMINATE, AND BECOME NULL AND VOID,
 AND ALL DEPOSITS SHALL BE REFUNDED IMMEDIATELY TO THE BUYER.
7. NOTICE OF INTENT TO EXERCISE THIS OPTION MAY BE MADE BY THE BUYER AT ANY TIME BEFORE
 EXPIRATION OF THIS OPTION, BY WRITTEN NOTICE SENT BY REGULAR FIRST CLASS MAIL, OR BY
 DELIVERING TO SELLER PERSONALLY, WRITTEN NOTICE OF SUCH EXERCISE, TO THE ADDRESS OF
 THE SELLER, AS SHOWN HEREIN.
8. UPON NOTICE OF ELECTION TO PURCHASE BEING GIVEN TO ME, I SHALL WITHIN THREE (3) DAYS
 THEREAFTER, FURNISH AT MY OWN EXPENSE AND COST, AND DELIVER TO THE SAID "BUYER", AN
 EXECUTED FEE-SIMPLE, GENERAL WARRANTY DEED, TO SAID PROPERTY, FREE AND CLEAR OF ALL
 LIEN'S AND ENCUMBRANCES, PROPERLY STAMPED, WITH DOWER PROPERLY RENOUNCED; UPON BEING
 FURNISHED WITH THE EXECUTED FEE-SIMPLE, GENERAL WARRANTY DEED, THE SAID BUYER, SHALL
 PAY ME IN THE MANNER HEREINABOVE SET FORTH.
9. IF THE TITLE OF THE PROPERTY IS NOT WELL VESTED IN ME, OR FREE AND CLEAR FROM ALL
 DEFECTS, LIENS AND ENCUMBRANCES, INCLUDING PROTECTIVE RESTRICTIVE COVENANTS AND
 ZONING OR SUB-DIVISION RESTRICTIONS WHICH PROHIBIT THE CONSTRUCTION OF A DWELLING
 OF 1000 SQUARE FEET MINIMUM ON THE PROPERTY, EXCEPT PROPERTY TAXES FOR THE CURRENT
 YEAR, THEN AND IN THAT CASE THE SAID BUYER MAY ELECT TO END THIS AGREEMENT BY SO
 NOTIFYING THE SELLER IN WRITING, AND ALL DEPOSITS SHALL BE REFUNDED IMMEDIATELY BY
 THE SELLER TO THE BUYER.
10. POSSESSION OF SAID PROPERTY SHALL BE DELIVERED TO THE SAID BUYER, AND HE SHALL BE
 ENTITLED TO THE SAME ON EXECUTION AND DELIVERY OF THE DEED OF CONVEYANCE AS
 AFORESAID.
11. ALL PROPERTY TAXES AND ASSESSMENTS LEVIED OR ASSESSED AGAINST THE SAID PROPERTY
 SHALL BE PRO-RATED AS OF THE DATE OF CLOSING, AND THE REVENUE STAMPS TO BE PLACED
 ON SAID DEED OF CONVEYANCE, SHALL BE PAID FOR BY THE SELLER.

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