

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )

RECORDED  
 MAR 10 4 22 PM '72  
 OLLIE FARNSWORTH  
 R.M.C. *James Hyles*

OPTION TO PURCHASE REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT I, (hereinafter sometimes referred to as the "SELLER"), FOR AND IN CONSIDERATION OF THE SUM OF \$ 1500 DOLLARS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AGREE AS FOLLOWS:

1. I HEREBY GRANT, BARGAIN AND SELL TO Brown Enterprises J. H. Davis (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 number: 83, 84, 86, 57, 90      Hillside Dr. Traveler Red. SC  
 lots number: 21, 22, 33, 34      Elston Dr. Traveler Red. SC  
 lots number: 30, 31,      Pavilion Dr. Traveler Red. SC  
 lot number: 45, 89-L      Tubbs mt. Road Traveler Red. SC  
 lot number: 76, 36      Lipscombe Dr. Traveler Red. SC

TOGETHER WITH THE IMPROVEMENTS THERON.

2. THE TOTAL PURCHASE PRICE OF THE ABOVE DESCRIBED PROPERTY SHALL BE: (\$ 1500<sup>00</sup> Per Lot Quinte)

Fifteen Hundred and No Dollars Per Lot. 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 to the seller fifteen hundred dollars per lot within 30 days after the date of execution of deed for said lot. The seller agrees to subordinate his mortgage on each lot to a construction mortgage on said lot.*

3. THIS OPTION IS TO EXPIRE AT 12 O'CLOCK NOON, 4-1- 1973 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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