

Real Estate Option.

This Agreement, made in consideration of the sum of Two hundred dollars (\$200.00), to him in hand paid by C.H. Ellison of Seneca, South Carolina, the undersigned, George C. Loomis, does hereby give to the said C.H. Ellison, his heirs and assigns, the privilege of purchasing, on or before the expiration of thirty days from the date hereof the following described real estate, being the land in fee known as the Hogback or Tryan Side of the Border State Lumber Company's lands, situate in Greenville County, South Carolina, and containing approximately forty-five hundred (4500) acres, and being the lands to the east and west of the North Saluda River at and for eight (\$8.00) Dollars Per acre in fee, to be paid as follows, viz: Not less than the sum of \$10,000.00 in cash upon the execution and delivery of a good marketable title to the above described lands, the balance of the deferred purchase money to be paid in installments of one-third in one year, one-third in two years and one-third in three years after date, with interest at six per cent, to be secured by a Deed of Trust or Mortgage on said real estate, in form to be satisfactory to the Border State Lumber Company, said title to be free and clear of all liens and encumbrances whatever, except as to taxes, assessments or impositions levied, assessed or imposed upon said real estate, such liens to be paid by the Border State Lumber Company up to and including the date of transfer. It is further agreed that in case the said C.H. Ellison shall be unable to exercise his right of purchase under this option within a period of thirty days, and upon the expiration of said period requests an extension of an additional sixty days, the same will be granted upon the payment of Eight hundred Dollars (\$800.00) additional, and in case said Ellison concludes a sale within said extended period, then and in that event, he shall be credited on the purchase of said land the full sum of One Thousand (\$1,000.00) Dollars, but in case sale is not concluded within the period of thirty days herein provided for and the said Ellison does not request renewal of sixty days, as herein provided, then and in that event, the Two hundred (\$200.00) Dollars paid upon the execution of this option shall be forfeited as liquidated damages agreed and assessed.

Witness our hands and seals this 20th, day of April A.D. 1923, at the City of Washington, in the District of Columbia.

Witness:  
V. T. Hyland,  
J. W. McNeill.

Geo. C. Loomis (Seal)  
Agent for Border State  
Lumber Company.  
C.H. Ellison (Seal)

District of Columbia, SS:  
James W. McNeill, being first duly sworn according to law, deposes and says that he and Miss Veronica T. Hyland witnessed the execution of Option Agreement between Border State Lumber Company by George C. Loomis, Agent, and C.H. Ellison.

Subscribed and sworn to before me this eighth day of May, A.D. 1923.

Veronica T. Hyland  
Notary Public

James W. McNeill.

My Commission expires January 24th, A.D. 1926.



Recorded May 9th, 1923.

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