TITLE TO REALESTATE

Form FSA-LE-188 B 10-27-37

505-46-23

Do not write here File No. 324356-1
T. P. Loan No.

UNITED STATES DEPARTMENT OF AGRICULTURE FARM SECURITY ADMINISTRATION TENANT PURCHASE DIVISION

OPTION FOR PURCHASE OF FARM WITH FUNDS LOANED BY THE UNITED STATES OF AMERICA (LUMP SUM)

(VENDOR TO FURNISH TITLE INSURANCE)

1. In consideration of the sum of one dollar (\$1) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter called the "Seller"), who covenants that he is the owner thereof, hereby, for himself and his heirs, executors, administrators, successors, and assigns, offers and agrees to sell and convey to F. H. Robertson or his assignee (hereinafter both called the "Buyer"), and hereby grants to said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described lands, located in the County of Greenville, State of South Carolina:

(Here insert full and complete legal description)

All that certain piece, parcel or tract of land in Bates Township, Greenville County,, State of South Carolina, on Encree River, containing 91.2 acres, more or less, according to a survey made by W. A. Hester, Engineer, June 1, 1939, and having, according to said survey, the following metes and bounds, to-wit:-

Beginning at an iron pin in the center of a public road, corner of property of Earl Heart and Bedell Edwards and running thence partly along the center of said road and with line of Bedell Edwards' land S. 11 E. 39.27 chains to a water oak stump on the north bank of Enoree River; thence along said Enoree River N. 75 E. 2.90 chains to a bend; thence still with said river S. 58½ E. 4 chains to a bridge; thence still with said river S. 77 E. 2.74 chains to a bend; thence still with said river N. 78 E. 4.56 chains to a bend; thence still with said river N. 75 E. 9.70 chains to a bend; thence still with said river N. 40½ E. 2.10 chains to a sycamore on the north bank of said river (gone); thence leaving said river N. 73 W. 1.66 chains to a poplar stump in line of Jasper Batson's land; thence along said Batson's land N. 12-7/8 W. 39.59 chains crossing a road to a hickory om; thence N. 88-3/4 W. 8.12 chains to a pine stump in line of property of Earle Heart; thence along the said Heart property S. 73 W. 13.58 chains to an iron pin, the point of beginning, said tract being bounded on the south by Enoree River, on the east by lands of Jasper Batson, on the north by lands of Earle Heart and on the west by lands of Bedell Edwards.

The above described tract is composed of two parcels of land, one containing 67.7 acres conveyed by Augie Ora Shelton to Homer Styles and Leonard D. Nix by deed dated April 3, 1936, and recorded in the R. M. C. Office for Greenville County in Deed Book 184, at page 252, the other containing 23.5 acres and being the same tract conveyed by Flora Louise Styles to Homer Styles and Leonard D. Nix by deed dated August 13, 1938, and recorded in the R. M. C. Office for Greenville County in Deed Book 206 at page 93.

including all improvements and together with all rights, easements, and appurtenances there unto belonging, and together with all water rights and water stock appertaining thereto. The title to said land is to be conveyed, free and clear except as follows:

(Here insert a full statement of all reservations, exceptions, and leases, including, in the case of leases, the date of the termination of the lease*)

- 2. This option is given to enable the Buyer to obtain a loan from the United States acting by and through the Secretary of Agriculture (hereinafter called the "Government"), pursuant to Title I of the Bankhead-Jones Farm Tenant Act, for the purchase of said lands.
- 3. The purchase price for said lands is the sum of \$2,300.00 for the tract as a whole.
- 4. The Seller agrees to deliver, without charge to the Buyer, a policy of mortgagee title insurance in favor of the Government issued by such company as the Government shall approve, in the amount of the purchase price of said property, and to comply with all the requirements of such company, including the furnishing of an abstract of title where required. The Seller further agrees that except as herein provided all taxes, liens, encumbrances, or other interests in third persons, will be satisfied or discharged by him, including stamp taxes and other expenses incidental to the preparation, execution, and recording of the deed and other evidence of title required by the Government. Upon failure of the Seller to furnish such policy of insurance within a reasonable time, the Buyer may procure such insurance, in which event the cost thereof shall be deducted from the purchase price herein provided.
- 5. The Seller further agrees to convey said lands to the Buyer by general warranty deed (except wh where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner, and at the time required by the Government, conveying to the Buyer a valid, unencumbered,