

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 \$2,800.00 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 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, indefeasible fee simple title to said lands meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

6. Taxes, water assessments, and other general and specific assessments of whatsoever nature for the current year shall be prorated as of the date of the closing of title, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

7. The Buyer will not accept an assignment of any existing fire or other property insurance. The Buyer will not assume or pay any share of prepaid insurance premiums. S.A.F.-W.T.F.

8. This option may be exercised by the Buyer, by mailing or telegraphing, within Four (4) months from the date hereof, a notice of acceptance of the offer herein to S. A. Forrester and W. T. Forrester, at \_\_\_\_\_ in the city of Greer, State of South Carolina.

9. Loss or damage to the property by fire or from other act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

This option is signed pursuant to the authority contained in the Order of Judge G. Dewey Osner, Judge of the 13th Judicial Circuit dated January 20th, 1940, in the case of S. A. Forrester and W. T. Forrester, individually and as Administrators, against L. M. Forrester, and others.

In Witness whereof, the Sellers have set their hands and seals this 20th day of January, 1940.

Harriet R. Wright.  
(Witness)

S. A. Forrester

Marion Brawley, Jr.  
(Witness)

W. T. Forrester  
Administrators of the Estate of Columbus A.  
Forrester, Deceased.

(N. B. The marital status of each Seller must be indicated in parenthesis after the signature as follows: "Married", "single," "divorced.")

ACKNOWLEDGMENT.

STATE OF SOUTH CAROLINA,  
COUNTY OF GEENVILLE.

PERSONALLY appeared before me Harriet R. Wright, who, being duly sworn says that she saw S. A. Forrester and W. T. Forrester, as Administrators, sign, seal and as their act and deed deliver the foregoing Option, and that she with Marion Brawley, Jr. witnessed the execution thereof.

Sworn to and subscribed before me this 20th day of January, 1940.

Harriet R. Wright.

Marion Brawley, Jr. (L. S.)

Notary Public for South Carolina.

DATE- January 20, 1940

Receipt

Received of Frank Dill, of the County of Greenville, State of South Carolina, the sum of one dollar (\$1) in consideration of the foregoing option to purchase the above-described land owned by me.

W. T. Forrester

No Stamps.

Recorded May 8, 1940 at 2:51 P. M. #6682 BY: E.G.