

TITLE TO REAL ESTATE

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 special assessments of whatsoever nature for the year in which the closing of title takes place, 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 on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

(Here insert any different tax agreement)

Taxes, rents and A. A. A. or other agricultural benefits to be prorated as of the date deed is delivered to purchasers.

7. The Buyer will not assume or pay any share of prepaid insurance premiums.

8. This option may be exercised by the Buyer by mailing or telegraphing a notice of acceptance of the offer herein to H. C. Brooks and W. S. Curry, at Fountain Inn, in the City of _____ State of South Carolina, at any time while the offer herein shall remain in force. The offer herein shall be irrevocable for a period of 3 months from the date hereof, and shall remain in force thereafter until terminated by the Seller. Such termination may be effected by the Seller at any time after the expiration of such period by the giving of ten (10) days' written notice to the Buyer of such termination.

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.

(Here insert conditions peculiar to particular transaction)

In witness whereof, the Sellers have set their hands and seals this 28 day of March, 1941.

J. Y. Taylor
Witness
Bob Taylor
Witness

H. C. Brooks
(Husband)
Margaret Brooks
(Wife)
W. S. Curry
(Husband)
Nelle Curry
(Wife)

(Indicate marital status of Seller as "married," "single," "divorced," after signature.)

Acknowledgment.

State of South Carolina,
County of Greenville.

Personally appeared before me J. Y. Taylor, who, being duly sworn, says that he saw H. C. Brooks (husband) and Margaret Brooks (wife) and W. S. Curry (husband) and Nelle Curry (wife) sign, seal and as their act and deed execute the foregoing Option, and that he with Bob Taylor witnessed the execution thereof.

Sworn to before me this 28 day of March, 1941.

J. Y. Taylor

M. B. Taylor (L.S.)
Notary Public for S. C.



Receipt

Date March 28, 1941.

Received of Maydee Smith, 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.

H. C. Brooks
(Seller)
W. S. Curry
(Seller)

Recorded May 26, 1941 at 4:20 P. M. #8118 BY: E.G.