

7/21/231

MAY 16 4 19 PM 1958

POSITION 5
OLLIE FAINSWORTH
U. S. DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

1958, Thornton
BOOK 598 PAGE 329

11769 OPTION TO PURCHASE REAL PROPERTY

STATE
COUNTY

1. In consideration of the sum of \$ _____ in hand paid and other valuable considerations, the receipt and sufficiency of which are 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

J. E. Hopkins, Rt 2 Simpsonville
(Name and address)

(hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described property, located in _____ County, State of _____

(Insert here full and complete legal description of the property including any water rights and water stocks being purchased)

all lands owned by me with the exception of the dwelling and ~~1/2~~ 1/4 Acre of land adjoining the dwelling and including any other buildings

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY APPEARED before me Betty A. Hopkins, and made oath that he saw the within named E. E. Coker, Annie D. Coker and J. Drayton Hopkins sign, seal and as their fact and deed deliver the within written Option, and that he with witnesses witnessed the execution thereof.

SWORN TO before me this 17 day of May, A. D., 1958.

Betty A. Hopkins

[Signature] (L.S.)
Notary Public for S. C.

1958 for record in the office of the S. C. for Greenville County, S. C. at 4:19 o'clock P.M. May 16, 1958 and recorded in Book 598 at page 329.

The title to said property is to be conveyed free and clear of all encumbrances except for the following reservations, exceptions and leases, and no others:

(Insert here a full statement of all reservations, exceptions and leases, including, in the case of leases, the date of the termination of the lease, the correct name(s) and address(es) of the lessee(s) and, if recorded, the place of recordation)

1/4 A. leased to Jack Ayers for 1958. Soil Bank payments and Rent to Jack Ayers to be released to buyer of property.

2. This option is given to enable the Buyer to obtain a loan insured or made by the United States of America, acting through the Administrator of the Farmers Home Administration, or his delegate, hereinafter called the "Government," for the purchase of said property. It is agreed that the Buyer's efforts to obtain such a loan constitute a part of the consideration for this option.

3. The total purchase price for said property is \$ _____, said amount being in addition to the amount of FHA debt owed to U. S. A. above mentioned. *approximately \$3800.*

4. The Seller agrees to pay all expenses of title clearance including, if required, abstract or certificate of title or policy of title insurance, continued down to the date of acceptance of this option and thereafter continued down to and including date of recordation of the deed from the Seller to the Buyer, costs of survey, if required, and attorney's fees; and the Seller agrees that, except as herein provided, all taxes, liens, encumbrances, or other interests in third persons will be satisfied, discharged, or paid by him including stamp taxes and other expenses incident to the preparation and execution of the deed and other evidences of title. Title evidences will be obtained from persons and be in such form as the Government shall approve.

(Strike inapplicable language above or insert herein any different agreement regarding the paying of title clearance charges)