

APR 8 2 31 PM 1959

BOOK 621 PAGE 121

CLLIE M. SMITH
 STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)
) OPTION TO PURCHASE REAL ESTATE

This agreement entered into at Greenville, South Carolina this second day of April, 1959 by and between W. A. Cox and Mary Cox, hereinafter referred to as the Seller and J. Wallace Smith, hereinafter referred to as the Buyer,

WITNESSETH:

That for and in the consideration of the sum of \$300.00 paid by the buyer to the sellers, the receipt of which is hereby acknowledged, the sellers have granted and by these presents do hereby grant unto the buyer an exclusive and continuing option for a total period of sixty days from the date of this agreement to purchase, for a total consideration of \$6,000.00 (with the \$300.00 being paid herewith to be applied on said amount), the following described property:

"All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Paris Mountain Township containing 1 and 6/10 acres, more or less, and being more fully described in the sellers deed being recorded in the R.M.C. Office for Greenville County in Deed Volume 220 at Page 394".

On or before sixty days from the date of this agreement, if the buyer notifies the seller of his intention to exercise this option and if the buyer delivers to the sellers the sum of \$5,700.00, the sellers will execute and deliver to the buyer a good and sufficient deed to the above described property conveying a fee simple, general warranty title thereto. Taxes and other assessments and insurance, if applicable, shall be prorated as of the date the transaction is closed. The sellers also agree that it shall be their expense to have the pins on said property located by a licensed surveyor.

In the event buyer is unable to secure \$6,000.00 to purchase all of the property described above, the sellers hereby give a sixty day option to the buyer to purchase the front portion of said property, which front portion fronts 100 feet on Old Buncombe Road and has a uniform depth on both side lines of 225 feet. If the buyer, on or before sixty days from date, notifies the sellers of his intention to exercise the option as to the front portion only, and the buyer tenders to the sellers the sum of \$3,000.00 therefore (less the \$300.00 for this option which shall be applied toward the said \$3,000.00), the sellers will exercise and deliver to the buyer a fee simple, general warranty deed to said property and the sellers will, at their expense, locate the pins to said front portion. Taxes and other assessments, if any, shall be prorated at the date of the closing.

In the event that only the front portion of this property is purchased, at the date said transaction is closed, and as a part of the consideration therefore, the sellers hereby agree to give to the buyer a new option for a total period of twelve months from the date of the closing of said transaction to purchase the remaining rear portion of said property described for an additional consideration of \$3,000.00. If at any time on or before twelve months the buyer tenders to the sellers, an additional \$3,000.00, the sellers will execute and deliver a fee simple, general warranty deed to the remaining property with taxes, assessments and insurance if applicable to be prorated at the date the transaction is closed.

It is further agreed between the parties, that the purchase of any of the above described property shall be contingent upon the same being free and clear of any and all restrictions against business use thereof.

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