TITLE TO REAL ESTATE

Form FSA-LE-188 B (3-15-40)

Case	No.			<u>.</u>
------	-----	--	--	----------

UNITED STATES DEPARTMENT OF AGRICULTURE FARM SECURITY ADMINISTRATION.

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 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 Rice Tucker, or such other person as may be designated in his stead by the Regional Director of the Farm Security Administration of the United States Department of Agriculture for the region in which the land hereinafter described is located (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 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 situate, lying and being in the County of Greenville, State of South Carolina, on both sides of the County Road and to the Southwest of Little Durbin Creek, containing 92.70 acres, more or less, as shown on a plat of property of J. A. Thomason and R. L. Cooper, made by W. J. Riddle, Surveyor, February 13, 1941, and having, according to said plat the following metes and bounds, to-wit:-

Beginning at a stake in the center of the County Road at the corner of lands of H. C. Fowler, and running thence with the center of said Road, S. 24-30 E. 185 feet to a stake; thence still with the center of said Road, S. 34 E. 158 feet to a stake, corner of other lands of J. A. Thomason and R. L. Cooper; thence leaving the road and along line of Thomason and Cooper property, N. 40 E. 995 feet to a stake in Little Durbin Creek; thence with said Little Durbin Creek as the line the following courses and distances:

S. 34-00 E. 442 feet; S. 62-30 E. 346 feet; S. 64 E. 207 feet; N. 4-40 E. 77 feet; N. 77 E. 249 feet; S. 45-30 E. 730 feet; S. 0-30 E. 170 feet to a stake, corner of property of W. W. Kellett; thence leaving said creek and along line of property of W. W. Kellett, crossing the County Road, S. 51-45 W. 1,746 feet to a stake; thence N. 35-45 W. 267 feet to a stake; thence S. 19-45 W. 633 feet to a stake; corner of property of Henry Lancaster; thence with said Lancaster line, N. 54 W. 1,708 feet to a stake in line of property of Henry C. Fowler; thence with said Fowler line, N. 36-38 E. 1,014 feet to a stake; thence N. 26-15 E. 389 feet to a stake in the center of County Road, the beginning corner. Bounded on the Northwest by lands of H. C. Fowler and other lands of Thomason and Cooper; on the Northeast by Little Durbin Creek; on the Southeast by lands of W. W. Kellett, and on the Southwest by lands of Henry Lancaster.

Being the same tract of land conveyed to J. A. Thomason and R. L. Cooper by E. Inman, Master, by deed dated February 23, 1939, and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 195, at page 221.

including all improvements and together with all rights, easements, and appurtenances thereunto belonging, and together with all water rights and water stock appertaining thereto, described as follows:

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

(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 \$2,400.00 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 and continuation thereof 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 and execution of the deed and other evidences 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