

TITLE TO REAL ESTATE

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

Case No. _____

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 Maydee Smith 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 S. C.,

(Here insert full and complete legal description)

All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, about two miles North of the Town of Fountain Inn, and having the following metes and bounds, according to a plat of property of Mrs. F. E. Bryson's Estate made by W. J. Riddle, Surveyor, May 3, 1940:

Beginning at a stake at the corner of property of the Goldsmith Estate and Dave Sims Estate and running thence with the line of said Goldsmith Estate property S. 24-51 W. 1,996 feet to a stake, corner of property of H. H. Bryson; thence with said Bryson line S. 17-45 W. 852 feet crossing a road to a stake; thence S. 60-45 E. 343 feet to a stake; thence N. 22-15 E. 562 feet to a stake in line of Thackston's property; thence with said Thackston line S. 87-45 E. 581 feet to a stake; thence N. 56 E. 660 feet to a stake in line of property of Wood; thence with said Wood line S. 62-30 E. 800 feet crossing a creek to a stake; thence N. 34-30 E. 361 feet to a stake; thence N. 32-40 E. 546 feet to a stake in line of property of J. F. Kellett; thence with the line of Kellett property and property of Dave Sims Estate N. 48-50 W. 2337 feet crossing a creek to the beginning corner, containing 85.12 acres, more or less, according to said survey.

The tract of land hereinabove described was devised by Polly Wood to Frances Elizabeth Bryson for life, the remainder to her children as appears by reference to the Will of Polly Wood on file in the office of the Judge of Probate for Greenville County in Apartment 51, File. 44. Frances Elizabeth Bryson died February 25, 1939, leaving as her sole heirs at law and only children the grantors herein who are the sole remaindermen under the Will of Polly Wood. The Estate of Frances Elizabeth Bryson is on file in the office of the Judge of Probate for Greenville County in Apartment 405, File. 31.

Being the same tract of land conveyed to H. C. Brooks and W. S. Curry by Mary E. Leake and H. H. Bryson by deed dated March 25, 1941, and recorded in the R. M. C. Office for Greenville County, S. C.

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 \$2500.00 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 shall be deducted from the purchase price herein provided.