

TITLE TO REAL ESTATE

State of South Carolina,
County of Greenville.

Option to Purchase

This agreement entered into by and between A. M. Henderson of Greenville as party of the First Part and T. D. Nolan Co. of Greenville, South Carolina, as party of the Second Part.

Witnesseth: That for and in consideration of the sum of One and no/100 Dollars, the receipt whereof is hereby acknowledged, said party of the First Part has this day optioned into the said party of the Second Part the following property in the County of Greenville, State of South Carolina, to-wit:

Containing $63\frac{1}{2}$ acres and known as the J. D. Clark Farm and adjoins property of C. F. Riddle, Conestee Land Company, formerly S. J. Cox land now Martin Land, and others. Same being according to plat made by W. J. Riddle, June 12th, 1919.

Said Party of the Second Part shall have the right to close the option hereby created at any time up to and through March 30th, 1942, and said Party of the First Part hereby agrees that he will, at any time before the expiration of said option, execute and deliver to said party of the Second Part, or to any person, persons or nominee named by said party of the Second Part, upon demand made therefor by said party of the Second Part, a good and sufficient warranty deed to said land. It is hereby agreed by the parties hereto that upon such demand being made and said deed being executed and delivered as aforesaid, the said party of the Second Part is to pay to said party of the First Part the sum of Twenty-five Hundred and no/100 Dollars; as follows: \$2,500.00 Cash net to Seller.

Party of the first part is not to rent farm until after March 1st, 1942, and after this time the party of the first part is to have the right to rent the open cultivated land, then in case of sale the purchaser will take over the renter subject to said rent contract.

The Failure, neglect or refusal of said party of the Second Part to close the option hereby created within the time mentioned or any extension of same in writing, shall in no manner render them liable to said party of the First Part and they shall not become indebted thereby in any amount whatever.

It is distinctly understood and agreed that the party of the Second Part is not the agent of the party of the First Part and that this instrument contains the whole contract between the parties hereto.

In Witness whereof, the party of the First Part hereunto set his hand and seal this 19th day of February 1942.

In the presence of:

Robert Hill

A. M. Henderson (SEAL)

D. B. Tripp

Blanche M. Henderson (SEAL)

State of South Carolina,
Greenville County.

Personally appeared before me Robert Hill and made oath that he saw the within named A. M. Henderson sign, seal and, as his act and deed and that he with D. B. Tripp witnessed the execution thereof.

Sworn to before me this 19th day of February, 1942.

Robert Hill.

D. B. Tripp

Notary Public. My commission expires at the Will of the Governor.

State of South Carolina,
Greenville County.

Renunciation of Dower.

I, D. B. Tripp, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Blanche M. Henderson, the wife of the within named, A. M. Henderson did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named T. D. Nolan Co. all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this 19th day of February, 1942.

D. B. Tripp

Blanche M. Henderson.

Notary Public

My commission expires at the Will of the Governor.

State of South Carolina,
County of Greenville.

For and in consideration of the sum of Three Hundred and no/100 (\$300.00) Dollars, and in further consideration of the agreements hereinafter set forth, in hand paid to T. D. Noland Company by Tobin Quarries, Inc., a corporation, having its principal place of business at Kansas City, Mo., the said T. D. Noland Company does hereby assign and transfer unto Tobin