TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

KNOW ALL MEN, that the undersigned, residing at Greenville, in the County of Greenville, State of South Carolina, in consideration of the sum of \$600 paid to the undersigned at or before the ensealing and delivery hereof by THE WESTERN UNION TELEGRAPH COMPANY, a corporation of the State of New York (hereinafter called "WESTERN UNION"), hereby give to WESTERN UNION, its successors and assigns, the exclusive right to purchase on or before November 8, 1947, at 12 o'clock noon, all that certain lot, piece or parcel of land situate, lying and being in the County of Greenville, State of South Carolina, described as follows:

A tract of land of approximately seven (7) acres situated on Paris Mountain, lying northwest of the top of the mountain, BEGINNING at the center of the road on the north side of the ridge at the corner of the Jervey and Irvine properties and extending south over the ridge for approximately 1040 feet, thence east for approximately 290 feet, thence north for approximately 930 feet over the ridge and to the center of the road, thence 371 feet in a northwesterly direction along the road to the point of BEGINNING. The same being a part of 58.14 acres known as Tract No. 3 of the properties,

upon the following terms and conditions:

- 1. The purchase price thereof shall be the sum of \$6,000.00 which shall be paid upon the delivery of a Warrenty Deed with full covenants conveying the said property to WESTERN UNION free from all encumbrances, which deed shall be delivered to WESTERN UNION by the undersigned within thirty (30) days after receipt of written notice from WESTERN UNION that it desires to exercise this option. Deed to be prepared by WESTERN UNION.
- 2. The undersigned will convey a good and marketable title and one which the Lawyers Title Insurance Company will insure and if the undersigned is unable to do so, the undersigned will pay the reasonable expenses of the examination of title to said property, and such reasonable expenses are hereby made a lien upon said property until paid.
- 3. Upon the exercise of the foregoing option to purchase as hereinbefore provided, and upon WESTERN UNION, its successors, or assigns duly and punctually performing all and singular the terms and conditions hereof on its part to be kept, observed and performed, the undersigned will convey and assure the said property or cause the same to be conveyed and assured to WESTERN UNION by a good and suffic ient full covenant warranty deed free and clear of all encumbrances whatsoever together with a perpetual right-of-way over and across the adjoining property owned by the undersigned, 30 feet in width from the boundary of the property to be conveyed running in an easterly direction to the public road on northeast side of Paris Mountain, to be used by WESTERN UNION, its successors and assigns, designees, lessees or agents, as a means of egress and ingress to the property to be conveyed with the right in said WESTERN UNION, its successors and assigns, designees, lessees or agents, to construct, reconstruct, operate, repair, re-locate and maintain poles, wires, cables, crossarms, conduits, pipe lines, guys, guy stubs, anchors and other fixtures and appurtenances as WESTERN UNION, Its successors and assigns, designees, lessees or agents may from time to time desire or require upon, over and/or under said perpetual right-of-way for sewers, electric lights, power, telephone, telegraph and gas or for such other use as may be desired or required.
- 4. If WESTERN UNION, its successors or assigns shall fail duly to exercise the option herein granted within the time prescribed therefor, then and in that event the consideration paid for this option shall be retained by the undersigned in full satisfaction for making, executing and delivering this option but, in the event WESTERN UNION shall duly exercise this option, then the amount paid as consideration for this option shall be credited upon the said purchase price.
- 5. If there shall be any delay upon the part of the undersigned in perfecting the title to the above property for more than thirty (30) days after notice shall have been given