

MAY 3 9 57 AM 1959

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) OLLIE FARNSWORTH OPTION
R.M.C.

IN CONSIDERATION of the payment of \$1.00 and other considerations hereinbelow set forth, the receipt whereof being hereby acknowledged, WILLIAM CLARENCE TOMPKINS & FEROL MAHAFFEY TOMPKINS, hereinafter referred to as the Optionors, hereby grant to O. C. Polk and W. Roy Manley, hereinafter referred to as the Optionees, an Option to buy any or all that piece, parcel or tract of land, measuring 32.65 acres, said land being located between the Old Anderson Road and the New Easley Bridge Road, Greenville County, State of South Carolina, fronting on the Old Easley Bridge Road and being shown on Plat made by J. Riddle (Surveyor), May 22, 1942, as tract No. 3 of Property of Aurelia T. Rison.

As a part of the consideration for this option the Optionees agree to have the tract of land subdivided into a residential subdivision of sixty or more lots, and to have the roads in said subdivision located, cut and graded. The Optionors agree to sell to the Optionees, upon their option as herein set forth, the entire tract of land for the sum of Thirty-seven Thousand and No/100 Dollars, to be paid as herein set forth. It is understood and agreed that the Optionees shall have the right to exercise this option as to any lot or lots of the tract as subdivided. The option price of the individual lots shall be determined by dividing the number of lots of the subdivision into the total option price of Thirty-seven Thousand and No/100 Dollars. The individual option price of each lot so determined shall be known and hereinafter referred to as the "net price".

The said Optionees shall have the right to close this option on any one or all of said lots at any time between the date of this option and MAY - 2ND, 1959, and in the event that the said Optionees shall have exercised their option on a minimum of TWENTY-FIVE lots before that date, this option shall be extended to MAY 2ND 1960, and in the event that the said Optionees shall exercise their option on a minimum of TWENTY-FIVE lots before MAY 2ND 1960, then this option shall be extended to MAY 2ND 1961, and the said Optionors agree to execute to the Optionees, or any person or persons named by them, a good and sufficient deed to the said lot or lots conveying the same in fee simple, free and clear of all liens and encumbrances except taxes not yet due and payable, subject to the restrictions, easements for utilities, reservations and conditions especially set out in the copy of a Sales Contract hereto attached and made a part hereof, upon full payment to WILLIAM CLARENCE TOMPKINS, of the net price. and FEROL MAHAFFEY TOMPKINS,

The Optionors agree that the Optionees may sell any or all of said lots to such purchaser or purchasers as they may find, but in the event sales are made upon the deferred payment plan, no deed shall be made to the Optionees, or to such person or persons as they may designate, until the full consideration of said lot or lots has been paid in full, but the said Optionors do agree that when sales are made on the deferred payment plan they will execute with the said Optionees, or such purchaser or purchasers as they may name, a duplicate Contract of Sale, a copy of which is attached hereto.

The Optionors further agree to permit the exercise of the above option herein granted upon any lot or lots by the execution and delivery to them by said Optionees, or by such party or parties to whom they may sell said lots, of a Contract of Sale providing for the payment of the purchase price herein by deferred payments, with interest thereon as hereinafter provided, but that said deferred payment Contract shall be accepted as an exercise of said option only upon the following conditions:

(Continued on next page)

For Assignment to Empire Developers Inc See Deed Book 600 Page 75.
For Release of Option See Deed Book 856 Page 68