

Q. Q. Q.

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE.) KNOW ALL MEN BY THESE PRESENTS:-

That I, Aurelia T. Munn of the County of Greenville in South Carolina, for and in consideration of the sum of Two hundred and fifty dollars to me in hand paid at and before the signing of these presents, the receipt whereof is hereby acknowledged, do grant, bargain and sell unto J.H. O'Neal and J.D. Smith the right or option to purchase all that certain lot of land situate in the City of Greenville in South Carolina in Greenville County on North Main Street, fronting on the East side of said Street forty two feet whatever the frontage may be, and running back on parallel lines (about) two hundred thirty five feet to Brown Street in the rear, being the house and lot now occupied by L.G. Scott as my tenant, and being the same lot purchased by me from H.S. Hinson.

I agree to sell to the said J.H.O'Neal and J.D. Smith the said lot for the sum of Seven Thousand nine hundred dollars. Provided the sum of Nineteen hundred dollars is paid in cash on or by April 1st 1909, which shall include the sum of Two hundred fifty dollars already paid, and the said J.H.O'Neal and J.D. Smith shall execute and deliver to me their joint promissory note for the sum of Six Thousand dollars payable on or before one year from April 1st, 1909, with interest from April 1st 1909, at the rate of eight per cent per annum, payable annually until paid; providing that if collected by an attorney or by suit, if unpaid when due, to pay an additional sum of ten per cent. on the amount as an attorney's fee for the collection. Said note to be secured by a mortgage of the lot conveyed with an assignment of the insurance policy on the house on said premises as collateral.

I hereby agree that the said J.H.O'Neal and J.D. Smith shall have the right to pay the whole amount in cash on or by April 1st 1909. And if the said J.H.O'Neal and J.D. Smith shall take advantage of to purchase, they shall have credit for Two hundred fifty dollars, the price of this option, already received, so that the entire amount the said J.H.O'Neal and J.D. Smith shall be required to pay, including the Two hundred fifty dollars paid, will be Seven Thousand Nine Hundred dollars. I agree to give the said J.H.O'Neal and J.D. Smith possession of the said lot and the house thereon not later than April 1st 1909, the tenant on said premises being entitled to sixty days notice before I can regain possession, I am to give to said tenant, L.G. Scott notice to vacate the said premises within sixty days, and I agree that I will require possession from the said L.G. Scott by April 1st 1909, and give possession to the said J.H.O'Neal and J.D. Smith upon their complying with the terms of this instrument of writing. If the said J.H.O'Neal and J.D. Smith shall comply herewith I agree to give a good fee simple warranty deed for the said lot, free from any lien or incumbrance. If the said J.H.O'Neal and J.D. Smith shall fail to comply herewith, then they are to forfeit all right to possession, or to a deed, the sum of Two hundred and fifty dollars received by me for this option. Witness my hand and seal January 29th 1909.

Five hundred stricken out and two hundred fifty dollars inserted before execution.

Signed, sealed and delivered in the presence of

M.I. Townes.)

Aurelia T. Munn (Seal)

H.K. Townes.)

State of South Carolina.)

County of Greenville) Personally appeared before me M.I. Townes who on oath says that she saw the within named Aurelia T. Munn sign, seal and deliver the within written instrument and that she with H.K. Townes witnessed the execution thereof. Sworn to before me this 29 day of January A.D. 1909.

H.K. Townes (Seal)
Notary Public for S.C.

M.I. Townes.

Recorded this Jan. 30th 1909.