TITLE TO REALESTATE

JC

Form FSA-LE-188-B Rev. 8-20-38

T. P. Loan---New

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 D. D. Owens #2 Simpsonville, South Carolina, or his assignee (hereinafter called the "Buyer"), and hereby grants to 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 South Carolina:

(Here insert full and complete legal description)

This is to say that I surveyed The Mrs. Annie T. League Home Farm cut off to  $D \cdot D$ . Owens and find  $93\frac{1}{2}$  acres.

Beginning at Iron pin at Plantation Rd. by S. C. Gault

thence S. 85- E. 10.00 chains along said road to Iron Pin

Thence N.  $2\frac{1}{2}$ - E. 8.00 chains right edge of road to Iron pin

Thence N.  $47\frac{1}{2}$  W. 1.60 chains to iron in field

Thence N. 29- W.. 8.00 chains to Iron in field

Thence N.  $12\frac{1}{4}$  E. 25.20 chains to stone near corner woods

Thence N. 58 3/4 - W. 22.75 chains to stone by Littlefield

Thence S. 5.55- W. 49.66 chains to point center C. & W. C. Railroad

Thence S.  $60\frac{1}{4}$  - E. 3.00 chains along center tracks

Thence S.  $55\frac{1}{4}$ -E. 3.00 chains along center tracks

Thence S. 512 - E. 3.79 chains along center tracks to point center road crossing.

Thence N. 61.55- E. 6.10 chains to beginning Iron by S. C. Gault.

Bounded on (N) by Ollie M. Littlefield

(E) by Carrie Richardson

- (S) by other lands or Mrs. Annie T. League and S. C. Gault
- (W) by C. & W. C. Railroad

Surveyed Sept. 20, 1928.

/s/ W. M. Nash

Reg. SUR.

including all improvements and together with all rights, easements, and appurtenances thereunto belonging, and to gether with all water rights and water stock appertaining thereto, described as follows:

The title to said land is to be conveyed free and clear as follows:

(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 \$4600.00 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 all abstract of title 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 insruance, in which event the cost thereof shall be deducted from the purchase price herein provided.
- 5. The Seller further agrees to convey said lands to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner, and at the time required by the Government, conveying to the Buyer a valid, unencumbered indefeasible fee simple title to said lands meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.
- 6. Taxes, water assessments, and other general and special assessments of whatsoever nature for the year in which the closing of title takes place shall be prorated as of the date of the closing of title, it being expressly agreed that for the purpose of such proration the tax year shall be