## TITLE TO REALESTATE

- 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 specific assessments of whatsoever nature for the current year 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 deemed to be the calendar year. If the closing of title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.
- 7. The Buyer will not accept an assignment of any existing fire or other property insurance. The Buyer will not assume or pay any share of prepaid insurance premiums.
- 8. This option may be exercised by the Buyer, by mailing or telegraphing, within six months from the date hereof, a notice of acceptance of the offer herein to Townes Hodges at Liberty Life Building in the City of Greenville, State of South Carolina.
- 9. Loss or damage to the property by fire or from other act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

In witness whereof, the Seller has set his hand and seal this 26th day of January, 1939. Thos. T. Goldsmith

(Witness)

Jessie O. Hunt

(Witness)

Townes Hodges (single)
(Husband)
(Wife)

(N. B. The marital status of each Seller must be indicated in parenthesis after the signature as follows: "Married," "single", "divorced.")
State of South Carolina,

County of Greenville.

Acknowledgment.

Personally appeared before me Jessie O. Hunt and made oath that he saw the within named Townes Hodges, sign, seal and as his act and deed deliver the within written option and that he with Thos. T. Goldsmith witnessed the execution thereof.

Sworn to before me this 27 day of January, 1939/07

Jessie O. Hunt.

Thos. T. Goldsmith (L. S.)

Notary Public for South Carolina.

Receipt

Date Jan. 26, 1939.

Received of Arthur Cohen, of the county of Greenville, State of South Carolina, the sum of one dollar (\$1) in consideration of the foregoing option to purchase the above-described land owned by me.

Townes Hodges (Seller)

No Stamps.

Recorded July 13th, 1939 at 3:50 P. M. #8927 BY: E.G