S7889 PROVENCE—JARRAND CO.—GREENVILLE

TITLE TO REALESTATE

Form FSA-LE-188 B 10-27-37

FII				
$\mathbf{T}_{\bullet}$	P.	LOAN	NO.	

UNITED STATES DEPARTMENT OF AGRICULTURE FARM SECURITY ADMINISTRATION TENANT PURCHASE DIVISION

OPTION FOR PURCHASE OF FARM WITH FUNDS LOANED BY THE UNITED STATES OF AMERICAN( LUMP SUM)
( VENDOR TO FURNISH TITLE INSURANCE)

1. In consideration of the sum of one dollar (\$1) in hand paid, the receipt and sufficiency of which is 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 Jessie Bramlett or his assignee (hereinafter both 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)

All that certain piece, parcel or tract of land situate near O'Neal in O'Neal Township, Greenville County, State of South Carolina, having the following metes and bounds: Beginning at a stone in the Rutherford Road and runs S. 50 E. 7.50 chains to W. O. near a spring; thence down the spring branch with its meanders to a maple 3x 3x; thence S. 58 W. 25.40 to a maple 3x 3x in one other branch; thence up said branch with its meanders to an ash 3x on the Greenville-Rutherfordton Road; thence with said road to the beginning, containing Twenty-nine (29) acres, more or less, being the same tract of land conveyed to James E. Bomar by Wm. F. Jenkins on 31st. day of December, 1881, and recorded in Book A, page 228.

Also, another tract of land adjoining the above described tract with the following metes and bounds: Beginning at a black oak 3x 3x near the Rutherford Road near a small branch and ashe, corner of Mrs. Jane Morgan, and runs thence N. 71 W. 16.87 to a stone 3x on Smith line; thence N. 1 E. 20.80 to a black gum 3x; thence S. 84 E. 6.90 to a red oak 3x 3x; thence S. 49 E. 22.50 chs. to a stake on the side of Rutherfordton Road to an ashe on the aforesaid branch; thence S. 19 W. 70 links to the beginning, containing Forty (40) acres, more or less, being tract No. 2, conveyed to J. E. Bomar December 31st. 1881.

Also, that other tract of land adjoining the land above described and having the following metes and bounds: Beginning at a stone on Rutherfordton Road and runs thence with said road 15 chains to a stone 3x; thence N. 42 W. 15.00 chains to a B-gum 3x; thence S. 36 W. 14.00 chains to a stone 3x; thence S. 49 E. 15.00 chains to the beginning, containing Twenty-two (22) acres and Fifty-nine (59) rods, more or less, being tract No. 3 conveyed to J. E. Bomar by Wm. F. Jenkins on December 31st. 1881.

Also, tract No. 4, adjoining the above land, having the following metes and bounds: Beginning at a stake in the Rutherfordton Road and runs thence with said road N.  $45\frac{1}{2}$  E. 7.00 chains to a stake; thence S.  $49\frac{1}{2}$  E. 21.00 chains to a sourwood 3x on branch; thence up the branch with the meanderings of same to a W. O. 3x near a spring; thence N.  $49\frac{1}{2}$  W. 7.00 to the beginning, containing Ten (10) acres, more or less, being same tract of land conveyed to J. E. Bomar by R.F. Whilden on 24th. day of Dec., 1884, and recorded in Book 22, page 197 in R. M. C. Office for Greenville County.

The above described land is the same conveyed to John Rollins by deed of C. C. Bearden, recorded in Deed Book RRR, at page 494, R. M. C. Office for Greenville County, including all improvements and together with all rights, easements, and appurtencance thereunto belonging, and together with all water rights and water stock appertaining thereto. The title to said land is to be conveyed, free and clear except 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 purpose of said lands.
- 3. The purchase price for said lands is the sum of \$4250.00 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 of such company, including the furnishings of an 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, execution, and recording of the deed and other evidence 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 insurance, 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 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.