TITLE TO REAL ESTATE

- 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 progation 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 on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

(Here insert any different tax agreement)

- 7. 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 (6) months months from the date hereof, a notice of acceptance of the offer herein to A. G. Fisher at Rt. #2, Campobello, in the City of Campobello, County 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.

(Here insert conditions peculiar to particular transaction)

In Witnesswhereof, the Seller have set their hands and seals this day of December 4th, 1940.

L. M. Verdin

(Witness)

J. B. Hall

(Witness)

A. G. Fisher

(Husband)

Emma A. Fisher

(Wife)

(Indicate marital status of Seller as "Married, " "single", devorced," after signature.) (For use if Seller is a corporation)

State of South Carolina, County of Greenville.

Acknowledgment.

Personally appeared before me L. M. Verdin, who, being duly sworn, says that he saw A. G. Fisher (husband) and Emma A. Fisher (wife) sign, seal and as their act and deed deliver the foregoing option and that he with J. B. Hall witnessed the execution thereof. Sworn to before me this 4 day of Dec. 1940.

T. G. Harris

(L.S.)

L. M. Verdin.

Notary Public for S. C.

Receipt

Date

Received of Claude D. Fisher, of the County of Greenville, State of South Carolina, the one dollar (\$1) in consideration of the foregoing option to purchase the aboveland owned by me.

> A. G. Fisher (Seller)

No Stamps

Recorded January 11, 1941 at 10:35 A. M. #522 BY: E.G.