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GREENVILLE CO. S.C.

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DONNIE S. TANKERSLEY
R.M.C.

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BUYERS OPTION PURCHASE CONTRACT

This Option Agreement is made on the 12th day of November, 19 79 November 12, 19 79

John T. Douglas, Jr. + Joe E Thompson a Registered Real Estate Broker, licenced in the State of South Carolina who is taking title on the below described property in his personal investment account for profit. All parties warrant they understand and agree that the above party is acting solely in his own interests and as agent for no other party. Any listing agreement which may have been written, oral, implied or otherwise expressed is hereby cancelled, rescinded and voided. No fees will be paid or received by any party to this agreement, their heirs, assigns, or administrators. The above Broker shall henceforth be referred to as "Optionee" who's permanent address is: 33 Sylvan Drive in the City of Greenville, State of South Carolina

WHEREAS, the Optionor David Daniel + Darlene P. Montgomery whose permanent address is 115 Melrose Court in the City of Greenville, State of South Carolina, County of Greenville is the owner of certain premises located at 113 Longstone Street Avenue and Legally described as: lot 5 Cedar Terrace Plat Book BBB page 137 together with Personal Property as inventoried below hereafter referred to as the "Premises", and WHEREAS, Optionor desired to grant and Optionee desires to receive an Option to purchase the Premises NOW THEREFORE, in consideration of One ($1.00) Dollar and other good and Valuable consideration, and the mutual covenants and conditions contained in this Agreement, it is agreed as follows:

(1) Optionor grants to Optionee, its successors and assigns, the right to purchase the Premises at any time after November 12 19 79, and prior to November 15 19 85, upon at least (30) days prior written notice to Optionor at the last address provided by Optionor to Optionee in writing.

(2) If the Option is thereby exercises:

(a) The closing of title shall be held at the office of Lawyers Title Insurance Co located at 516 E North Street at 11 (time) A M, on the date designated by the Optionee in the notice of the exercise of the Optionee's option.

(b) The purchase price for the Premises shall be $ 3,300.00 to be paid on the closing date, as set forth above in the following manner: First if Option is exercises within the time limits specified, the Option consideration shall apply purchase price, after which, the balance shall be paid in the following manner Optionee to assume Optionors Mortgage at Fidelity Federal

(c) The Premises shall be conveyed to the Optionee or Assigns by full Warranty Deed subject to only those matter of title set forth in the attached title report and title insurance binder as provided at the Optionor's expense, from Lawyers Title Insurance Co Title Company, recertified to _____, 19 ____.

Any matters affecting title occurring after such date whether resulting from acts or omissions of the Optionor or anyone claiming under Optionor, the Tenants under any Lease which might be in effect during the Option period, or anyone claiming under the Tenants or any other party which impair the value of the above property or of this Option, shall be removed at the Optionor's expense by Optionor upon Optionee's close of escrow, and the term of the Option shall be extended accordingly until such time as these title matters are cleared up. At Optionee's option, Optionee may pay and/or the matter of Optionee's choice at such defects and other title matters and deduct the cost thereof from the balance of the cash required at closing, and in the event Optionee agrees to exercise all possible diligence to avoid acts or omissions which might cause title to the above property to be further encumbered at its time or creation of additional Liens, or by pledging said property as collateral for any loans, or by leasing the property during the option period, or by waste, harvesting or mining, forestling, removal of soil, depletion, or any other conveyance of rights. Optionee is granted the right to mortgage, assign, or pledge this Option as collateral, and in the event Optionee is leasing the property with an Option to purchase, to assign, pledge as collateral, mortgage or sub lease any leasehold interest Optionee might have hereunder. Now, should Optionee fail to make payments of taxes, insurance premiums or obligations, liens, or any other obligations which failure to pay might, in the sole discretion of the Optionee, jeopardize or impair Optionee's interest in this Option, Optionee has the option to pay same and to deduct amounts paid, plus interest at the maximum rate allowed by law, compounded annually, first from any cash due upon exercise of this option or at closing, then from the purchase price. Conveyance of any rights, leases, or lien holder interest conveyed after the date of this Option shall be extinguished when it is exercised.

(d) During the period of this Option, the Optionee agrees to keep the improvements situated on the above property insured against loss by fire, windstorm or natural disaster for a sum not less than 75% until the time of transfer. Any insurance proceeds, in case of loss, at the option of the Optionee, shall be allowed to the Optionee who shall take the property in accordance with this contract notwithstanding any injury or destruction of said buildings, or the Optionee shall return the improvements to their configuration, condition and functional utility as they now exist.

(e) The following shall be adjusted between the Optionor and Optionee as of the closing date as follows: the rent, taxes, or the Lease of any, taxes, insurance premiums or items of assessments on said property shall be prorated on a daily basis. If taxes cannot be ascertained for the year of closing, prorations of taxes will be based on taxes for the next preceding year. The provisions of this sub paragraph shall survive the closing.

(f) The Optionor shall convey the above real property by full Warranty Deed, with covenant against grantor's acts in proper statutory form for recordation, as it shall be executed and acknowledged so it conveys to the Optionee the fee simple of the Premises free of all encumbrances except as stated in this Agreement.

(g) Upon receipt of the consideration noted above, all parties agree to fully execute and place into escrow with a disinterested third party acceptable to both all instruments required by law to convey the above property. The Optionor shall deposit a Warranty Deed, copies of all existing leases, notes, mortgages, surveys, warranties, title binders etc., together with full executed contracts, and closing affidavits required, and the third party escrow agent will be conjoined to protect the interest of all parties in meeting the provisions of this Option Agreement for conveying the above property as agreed to at the Optionee upon due notification of exercise of the Option and delivery of a certified check or other with proper endorsements and notes and mortgages which may apply to meet the terms and conditions of this Agreement. The Optionee shall deposit at the escrow a Quit Claim Deed which shall be conveyed to the Optionor in the event this Option is not exercised within the time period prescribed above.

(h) In the event the Optionee elects to exercise this Option during the option period, and if or prior to closing, it is found the Optionor fails to perform the covenants herein expressed, the Optionee shall be entitled to an amount equal to the greater of $10,000 or his actual damages, as full liquidated damages.

(i) All fixtures and articles of personal property attached or appurtenant to or used in connection with the Premises, to the extent that this may be owned by the Option and may be present on the Premises are subject to this Option. Other Personal Property inventoried and attached to this instrument shall be conveyed by unconditional Bill of Sale free from all liens and encumbrances except as stated in this Agreement. Should any fixtures, personal property or functional systems within the improvements including electrical, heating, plumbing, air conditioning, water, etc. fail to be maintained in full functional and operational condition prior to delivery under this Option, the Optionee shall have the option of repairing them, as well, and deducting the cost of restoration of service, as consideration as evidenced by independent appraisal, debit or credit the cash and purchase price at sub closing or the Optionee may require the Optionor to complete, restore said property to its functional condition as of the date above first mentioned. Optionee agrees to provide the

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