

TITLE TO REAL ESTATE

State of South Carolina
County of Greenville.

For and in consideration of the sum of thirteen hundred dollars to be paid in manner and form and at times hereinafter stated, B. P. Edwards does hereby grant and give to Floriee Rector the right, privilege and option of purchasing the lot of land and improvements thereon, hereinafter described, upon full and complete compliance on herpart with the terms and conditions of this option: that is to say, the said Floriee Rector to pay to the said B. P. Edwards the sum of thirteen dollars on the first day of each and every month, beginning April 1, 1944, with interest on said \$1300.00 from this date at the rate of seven per cent per annum (but which interest to be deducted from the payments above specified); and when there has been paid on the said purchase price the sum of seven hundred dollars on principal, then the said B. P. Edwards is to convey by deed of general warranty, free of lien, the said premises to the said Floriee Rector, her heirs or assigns, upon execution and delivery of purchase money mortgage on said premises, as the first lien thereon, on the same terms as herein stated, or any other terms then agreed upon. The right to purchase said property depends upon the payments being made promptly as herein provided.

In case of the failure of the said Floree Rector to promptly pay and keep up the said payments as specified, then she becomes tenant of the said premises at the monthly rental of seven dollars per month, and all payments theretofore made hereunder shall be retained and held by said Edwards as such rentals and for damages for failure of the breach of the conditions hereof.

The said purchaser is also to pay the taxes and fire insurance premiums on the said premises during the life of this agreement, and upon the failure of the said purchaser herein so paying the same, the said Edwards may pay or cause to be paid the same and charged to the said proposed purchaser hereunder, and which payments so made by said Edwards to be deducted from the monthly instalment payments herein provided, unless paid by said Rector otherwise; any insurance proceeds collected by reason of destruction of or damage to the said improvements to enure to the benefit of the said Edwards; and in such case, the said Edwards shall not be required to rebuild or repair the same beyond the amount of such insurance so collected.

This option not to be assigned without written consent of the said Edwards; and any change in or modification of the same to be reduced to writing and signed by the parties hereto. Upon failure of the said Rector to comply with the terms hereof, and/or complete the purchase of the said property as required, then this option to end and determine, and the only notice of such cancellation or termination shall be written notice served on the said Rector, or spread upon the face of the record hereof, if recorded.

The premises herein involved is the same conveyed to said Edwards by Callie Mc Carrell by deed recorded in Vo. 246, page 261, and being house and lot on East side of Springs Street, measuring 55 feet front and rear, by depth of 211 feet, and beginning on Frohawk Street, reference to said deed will more fully show.

Witness my hand and seal this February -----1944.

In the presence of:

witt Vera Burnette)
witt C. O. Burnett)

B. P. Edwards (LS)

I accept the above option on the terms therein stated.

Floree Rector - - - - -

State of South Carolina.
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Personally appeared Vera Burnett and made oath that he was present and saw the above named B. P. Edwards sign, seal and deliver, as his act and deed, the above option, for the uses and purposes stated; and that he, together with C. O. Burnett witnessed the execution of the same by the said Edwards; that deponent with the said other witness also saw the said Floree Rector sign acceptance to the said option.

Sworn to before me this the 24 day of February, A. D. 1944.

C. O. Burnett

Notary Public for S. C.

S. C. Stamps 52¢

Recorded December 7, 1946 at 9:49 AM 20642 BY:CLB