STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

OPTION TO PURCHASE REAL PROPERTY

KNOW all men by these presents, that I, Luther B. Pinson, of the State and County aforesaid, for and in consideration of Five Hundred and no/100 (\$500.00) Dollars, paid by J. Mack Woods to me, the receipt of which is hereby acknowledged agree as follows:

- 1. I hereby give and grant to J. Mack Woods, his heirs and assigns, the exclusive right and privilege of purchasing that certain real property owned by me containing 47.2 acres more or less, Gantt Township, Greenville County, South Carolina, as shown on a plat of property of Luther B. Pinson, prepared on August 29, 1958, by Jones & Sutherland, Engineers, said property being bounded generally on the South by U. S. Highway 291, on the North by Jacobs Road, on the East by Davis property, and on the West by Earle property.
- 2. The option price for said property is Forty-seven Thousand Two Hundred Eightyand no/100 (\$47,280.00) Dollars, the same being computed at One Thousand and no/100 (\$1,000.00) Dollars per acre, and if said option is exercised the aforesaid Five Hundred (\$500.00) Dollars shall apply on the purchase price, otherwise the same to be forfeited. Upon election to purchase herein, the aforesaid price shall be due and payable by J. Mack Woods to Luther B. Pinson as follows: the sum of Forty-five Thousand Five Hundred and no/100 (\$45,500.00) Dollars net to be paid to Luther B. Pinson by applying the Five Hundred (\$500.00) Dollars paid herewith, the summ of Twenty-five Thousand and no/100 (\$25,000.00) Dollars cash on closing, and the balance of Twenty Thousand and no/100 (\$20,000.00) Dollars to be carried by Luther B. Pinson on a purchase money mortgage for four (4) years, said mortgage to be paid at the rate of Five Thousand and no/100 (\$5,000.00) Dollars each year thereafter plus five (5) per cent interest per annum on the unpaid principal, with the mortgagor to have the right to anticipate in any amount at any time prior to maturity. The sum of Seventeen Hundred Eighty and no/100 (\$1,780.00) Dollars shall be retained by J. Mack Woods as his commission, from which the stamps and preparation of the deed shall be paid.
- 3. Notice of election to purchase hereunder by J. Mack Woods or his assigns shall be given to Luther B. Pinson at Greenville, S. C. on or before April 17, 1959.
- 4. It is understood that said J. Mack Woods is a broker, and if a sale of the property is consummated under this option, the undersigned agrees to pay the aforesaid commission from the sales price of said land to J. Mack Woods.
- 5. Upon exercise of this option and performance by J. Mack Woods or his assigns hereunder, Luther B. Pinson shall execute and deliver to J. Mack Woods or his assigns a good general warranty deed to said property conveying a marketable fee simple title to said property.
- 6. Possession of said property shall be retained by the undersigned until growing crops in season are gathered, at which time the property shall be delivered to J. Mack Woods or his assigns.
- 7. The undersigned agrees to prorate taxes on said property as of the date of closing, and further agrees that J. Mack Woods shall have the right to assign this option, and the undersigned further agrees that this option shall be binding on himself, his heirs, assigns, executors and administrators.

(Continued on next page)

For affidavit as to lost instrument, see Page 258 in the fork the known option is hereby cancelled, I hereby state the I have no further interest in the above oftion.

Attest
Olice Farmweith.

This July 17th. 1959

This July 17th. 1959

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