

FEB 23 2 58 PM '83

STATE OF SOUTH CAROLINA)
) OPTION TO PURCHASE REAL ESTATE
COUNTY OF GREENVILLE)

This option granted this 8th day of February, 1983, by Shirley H. Ellis of Greenville, South Carolina, hereinafter referred to as "Seller", to Julius C. English and Barbara A. English, hereinafter referred to as "Buyer." In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby grants to Buyer the exclusive right and option to purchase for a period of two (2) years beginning from the date hereof, upon the terms and conditions hereinafter set forth, the property now owned by Seller consisting of a small lot adjacent to the property known as 5 Buena Vista, Greenville, South Carolina, being more fully described on the plat recorded separately in Plat Book 9-N at page 47.

The option granted hereunder may be exercised by Buyer at any time before its expiration by Buyer giving written notice to Seller addressed to the last known address of Seller or delivered in person setting forth Buyer's intent to exercise said option.

In the event Buyer fails to exercise the Option granted herein within the time specified, this option shall terminate and each party shall be free from any and all liability or obligations hereunder.

Upon exercise of this option, the parties agree as follows:

1. Purchase Price. The purchase price for the above described property shall be Ten Thousand Dollars, (\$10,000.00) to be paid at time of closing.
2. Closing. Closing shall take place within thirty (30) days after delivery of Buyer's written notice of intent to exercise this Option with the place and time of said closing to be agreed upon by the parties.
3. Possession. Possession shall be given by Seller to Buyer at time of closing.
4. Deed. Upon exercise of this Option, Seller shall convey to Buyer the property described herein by general warranty deed transferring to Buyer a fee simple title free and clear of all liens and encumbrances except as to protective covenants and general subdivision easements.
5. Taxes. Seller shall be responsible for all taxes up to date of closing.
6. Encumbering Property. During the period of this option, Seller shall not sell, convey, mortgage or otherwise encumber the property or any part thereof or enter into any lease or letting of the property, or any part thereof.
7. Recording of Documents. The parties hereby understand and agree that this Option to Purchase shall be recorded in the RMC Office for Greenville County, South Carolina. The parties further agree to execute all documents necessary to give full force and effect to this option. Buyer agrees to execute any documents necessary to give full evidence of termination of this option in the event it is not exercised.

/2(500) 281 -2 - 18 (note)

COPIES 11/11/83 609

4.0000

100

14328 RV 21