STATE OF SOUTH CAROLINA) GREENVILLE)

COUNTY OF

OPTION TO PURCHASE REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS That I, DR. O. L. JONES, being the owner of the property hereinafter described, (hereinafter referred to as the "Optionor"), in consideration of the sum of One and No/100 (\$1.00) Dollar to me in hand paid, receipt whereof is hereby acknowledged, do hereby grant and extend unto JACK K. WHERRY, ELIZABETH F. WHERRY and CLYDE L. MILLER (hereinafter referred to as the "Optionees"), the exclusive option to purchase for the period commencing February 23, 1957 and expiring at noon on August 23, 1958, the following described parcel of real estate:

> ALL that parcel or tract of land, together with any improvements thereon, situate on the Northeast side of White Horse Road and on the North side of Fairfield Road, near the City of Greenville, in Gantt Township, in Greenville County, State of South Carolina, and containing 22.19 acres according to survey thereof made by C. O. Riddle in May, 1956, copy of which is hereto attached.

This option shall be exercisable by Jack K. Wherry, Elizabeth F. Wherry and Clyde L. Miller depositing in the regular course of the United States mails a written notice thereof addressed to Dr. O. L. Jones at Grandview, Air Base Drive, Carrier #53, Greenville, S. C.

If this option is exercised, the parties hereto mutually agree as follows:

- 1. The consideration to be paid to the Optionor by the Optionees shall be the sum of One Thousand Two Hundred (\$1,200.00) Dollars per acre, plus the sum of Three Thousand (\$3,000.00) Dollars to be paid as consideration for the dwelling on said property, the exact acreage to be determined by a competent surveyor to be selected by the Optionor and the Optionees. There is to be excluded from the net acreage any lands lying within the right-of-way of White Horse Road or Fairfield Road.
- 2. Terms of payment shall be Five thousand (\$5,000.00) Dollars on August 23, 1958, on which date the deed shall be given to the Optionees, and the balance of the purchase price shall be secured by a note and purchase money mortgage given by the Optionees to the Optionor covering the above described property, which note and mortgage shall provide for the balance to be paid in five (5) equal annual installments, beginning one (1) year from the date of said mortgage, and shall provide for interest from its date at the rate of four and one-half per cent (4%), payable annually.
- 3. The Optionor will convey the real estate above described to the Optionees by a general warranty deed, free of building restrictions of any kind, with taxes and rents, if any, to be prorated as of the date of this deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 25 day of Albuan, 1957.

In the Presence of:

RAINEY. FANT & BRAWLEY ATTORNEYS AT LAW GREENVILLE, S. C.