



Timothy J. Hanney

OPTION AGREEMENT

This Option Agreement is made on this the 10th day of June, 2022, by and between SARAH A. TIMMONS, and her successors and assigns, hereinafter referred to as the GRANTOR and WILLIAM R. TIMMONS, IV and his assigns, hereinafter referred to as the GRANTEE.

FOR AND IN CONSIDERATION of \$1,000.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I.

GRANT OF OPTION: The Grantor does hereby grant unto the Grantee the exclusive and irrevocable option to purchase, upon the terms and conditions hereinafter set forth, all of Grantor's property situated in Greenville County, South Carolina, including without limitation the following described property together with all improvements located thereon, to wit:

SEE ATTACHED EXHIBIT "A" FOR DESCRIPTION

II.

EXERCISE OF OPTION: This option to purchase may be exercised by the Grantee at any time prior to midnight on June 10th 2028 by notice in writing to the Grantor addressed to the following address: 25 Delano Drive, Suite E, Greenville, South Carolina 29601. All notices will be deemed delivered to Grantor upon deposit in the U.S. Mail Certified, Return Receipt Requested, addressed to the above address.

III.

DEFAULT BY GRANTEE: In the event of the failure of the Grantee to exercise this option, or in the event of any default by the Grantee after the exercise of this option, all money paid by the Grantee to the Grantor upon the execution of this Agreement, or upon any extension, shall be retained by the Grantor as liquidated damages and as consideration for the granting of this Option to the Grantee, and all rights of the Grantee under this Agreement shall terminate.

IV.

TITLE: Within fifteen (15) days after the Grantee has exercised this Option as hereinabove provided, the Grantor shall deliver to the Grantee, or to Grantee's attorney, a Certificate of Title by a reputable attorney upon whose certificate title insurance can be obtained, covering the property described in paragraph I above which shall reflect that marketable fee simple title to the subject property is vested in Grantor and that same is insurable by a title company of Grantees choice. Said Certificate shall be subject only to

taxes for the current year, easements, and rights of way of record, and prior mineral reservations. Should said Certificate reflect any other exceptions to the title unacceptable to Grantee, Grantee shall notify the Grantor in writing of any defects within fifteen (15) days (the title review period) and the Grantor shall have a reasonable time (but not more than 25 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Grantor is unable to make the title acceptable to Grantee within such reasonable time, it shall be the option of the Grantee either to accept the title in its existing condition with no further obligation on the part of the Grantor to correct any defect, or to cancel this Agreement. If this Agreement is thus canceled, all money paid by the Grantee to the Grantor upon the execution of this Agreement or upon any extension shall be returned to the Grantee, and this Agreement shall terminate without further obligation of either party to the other. If title is acceptable to Grantee, the closing shall occur within fifteen (15) days after expiration of the "title review period". At closing Grantor shall convey title to Grantee by Warranty Deed subject only to exceptions acceptable to Grantee.

V.

PURCHASE PRICE: The purchase price for the property shall be One Thousand Dollars 00/100 (\$1,000.00) and otherwise pursuant to the terms of the Confidential Agreement executed by the Parties on May 30, 2022. The purchase price after the application of the option money shall be paid by Grantee to Grantor in cash. Closing shall take place within fifteen (15) days of Grantor's delivery to Grantee of an acceptable Title Certificate as provided for in Paragraph IV.

VI.

OPTION MONEY: Upon execution of this Option, Grantee has paid unto Grantor the sum of \$ 1,000.00 as "Option Money". In the event that Grantee exercises the option to purchase this property within the initial option period or any extension thereof and is not in default in any other terms of this Agreement, said Option Money shall apply toward the purchase price at closing.

VII.

EXTENSION: Grantee shall be entitled to extend the time within which this Option may be exercised to midnight June 9, 2030, paying unto Grantor in cash an additional sum of \$500.00 prior to the expiration of the initial option period and by giving notice in writing to Grantor of Grantee's election to extend the option. Upon closing of the sale within the extended option period, said sum shall apply toward the purchase price.

VIII.

EXPENSES OF SALE: In the event that Grantee exercises his option to purchase the subject property, Grantor agrees to pay all costs and expenses of the sale

including attorney's fees, recording fees, and any and other costs attributable to the preparation of the Warranty Deed, Title Certificate and any other closing documents.

IX.

POSSESSION: Grantee shall be entitled to possession of the property at closing.

X.

RIGHT OF ENTRY: During the term of this Option or any extension hereof, Grantee shall be entitled to enter upon the property for the purpose of conducting soil tests, engineering studies, and surveys.

XI.

TAXES: Taxes shall be prorated as of the date of closing.

XII.

DEFAULT: This contract shall be binding upon and inure to the benefit of the heirs, administrators and assigns of the parties hereto and upon default in any of the terms of this Agreement the defaulting party agrees to pay all costs of Court and a reasonable attorney's fee.

XIII.

BINDING EFFECT: The terms of this agreement shall run with the land and be binding upon the heirs, personal representatives, successor and assigns of the Grantor and Grantee.

XIII.

SUBORDINATION: It is specifically understood and agreed by the parties hereto that this agreement and all rights, privileges and benefits hereunder are and shall be at all times subject to and subordinate to the lien of a first mortgage and the accompanying documents executed by the Grantor and to any and all modifications, extensions and renewals thereof and to any mortgage or deed of trust made in replacement thereof and to any mortgage or deed of trust which may at any time hereafter be placed on the subject property or any part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 10 day of June, 2022.

[Signature]

Witness

Catherine Erwin

Witness

Sarah O. Timmons

GRANTOR

William R. Timmons

GRANTEE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PERSONALLY appeared before me, the undersigned authority in and for the county and state aforesaid, the within named Grantor and Grantee, who acknowledged that they each signed and delivered the foregoing Purchase Option on the day and year therein stated.

GIVEN under my hand and official seal this the day of June 10, 2022.

Catherine Erwin

NOTARY PUBLIC

Printed Name: Catherine Erwin

My Commission Expires: 10/7/2030

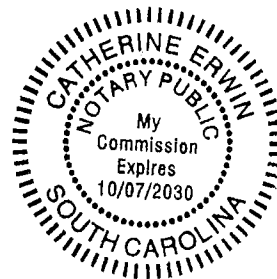


EXHIBIT A

Legal Description

All that certain piece, parcel and tract of land, together with the improvements thereon, lying and being situated near Green Valley in the County of Greenville, State of South Carolina, beings how and designated as 5.41 acres, more or less, on plat of survey entitled "Boundary Survey for William R. Timmons, III" dated January 28, 2019, prepared by Plumblee Surveying, Jeffrey M. Plumblee, Surveyor, PLS # 7881, recorded on May 3, 2019, in Plat Book 1336, at Page 30, in the Office of the Register of Deeds for Greenville County, South Carolina, reference to said plat being made for a more complete metes and bounds descriptions thereof.

DERIVATION: Deed from William R. Timmons, IV, to Sarah A. Timmons dated June 10, 2022, and recorded on June 10, 2022, in Deed Book 2659 at Page 5091, in the Office of the Register of Deeds for Greenville County, South Carolina.

P.O. TMS: 0480000100101