

State of South Carolina,
County of Greenville.

This Indenture made and concluded at Greenville, in the said State, this 8th day of May A.D. 1920 by and between Clarence M. Wing, Party of the First Part, and J.G. Ketcham, party of the second part, Witnesseth:

That the said Clarence M. Wing has demised and leased and by these presents does demise and lease unto the said J.G. Ketcham the right to explore for, mine, quarry and ship all minerals, oil, gas, stone and rock, in, under and upon All that certain piece, parcel and tract of land, situate, lying and being in the County of Greenville, and State aforesaid, in Bates Township, containing Fifty-eight (58) acres, more or less, and being the same tract of land conveyed to Clarence M.

Wing by H.J. Cunningham and Ella C. Hardin, by their deed of Conveyance dated June 4th, 1908, and recorded in the office of the Registrar of Mesne Conveyances in and for said County and State in Deed Book "PPP", at page 267, and by Thomas M. Bridges by his deed of Conveyances dated June 15, 1908 and recorded in the aforesaid office of the Registrar of Mesne Conveyances in Deed Book 4, at page 120, reference to the said records being craved for a more complete description;

Also, All that other piece, parcel and tract of land, situate, lying and being in Bates Township, County and State aforesaid, containing three (3) acres, more or less, and being the same tract of land conveyed to Clarence M. Wing by T.Y. Hellams, J.E. Hellams and Lillian E. Russell, by their deed of conveyance dated September 21st, 1908 and recorded in the office of the Registrar of Mesne Conveyances in and for said County and State in Deed Book "ZZZ", at page 223, reference to said deed being craved for a more complete description; also

All that other piece, parcel and tract of land, situate, lying and being in Bates Township, County and State aforesaid, containing 2.20 acres, more or less, and being the same tract of land conveyed to Clarence M. Wing by T.Y. Hellams, J.E. Hellams and Lillian E. Russell by their deed of Conveyance bearing date September 25, 1908, reference to said deed being craved for a more complete description; also

All that other piece, parcel and tract of land, situate, lying and being in Bates Township, in the County and State aforesaid, conveyed to Clarence M. Wing by B.P. Coleman, by his deed of Conveyance bearing date the first day of August 1908, said deed being recorded in the office of the Registrar of Mesne Conveyances in and for said County and State in Deed Book "ZZZ" at page 72, reference being thereunto craved for a more complete description.

And to remove and ship the same therefrom, and also does demise and lease unto the said Lessee, all machinery and equipment, for the purpose of mining and quarrying, now on said land, and also all railroad track, spur tracks, railroad supplies and equipment now on the said land.

To have and to hold all and singular the said premises and rights, machinery, railroad, spur tracks, supplies and equipment unto the said Lessee, his heirs, executors, administrators and assigns for the full term of Fifty (50) Years from the 20th day of April 1920, with the right, however, to the Lessee, at any time, to terminate this lease, by giving notice in writing to the Lessor, or his Executor, Administrator or assigns, by registered mail, addressed to the Lessor, Travelers Rest Post Office, South Carolina, and the said Lease shall terminate six (6) months from the date of the mailing of such notice, and after the termination of such six months, the Lessee shall not be liable for any further rent or royalty as hereinafter provided. The said Lessee yielding and -

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For Assignment of this Lease, see Deed Book 61 page 356.

paying therefor the sum of Ten (10) cents per ton for each ton of stone, rock or rock dust, quarried and shipped from said lands and twenty-five per cent (25%) of the net profits arising from the mining of any other mineral or oil taken from said lands, to be paid as hereinafter provided.

It is mutually agreed that the Lessee shall, commencing on the 20th day of August 1920, pay for a minimum output of not less than One hundred (100) tons per day, of Rock or stone, Sundays and legal holidays excepted, provided, that if at any time less than one hundred (100) tons be quarried and shipped on any day, that payment therefor or for any number of tons not actually quarried and shipped shall be applied as payment for an equal number of tons, over the amount of One hundred (100) Tons per day thereafter quarried and shipped, when so actually quarried and shipped; that is to say: That the Lessee guarantees to the Lessor that during the continuance of this Lease he shall receive a minimum rental of Ten Dollars (\$10.00) per day, Sunday and legal holidays excepted, for the rights and property hereby demised, but in case the Lessee, for any cause, does not actually quarry and ship at least One hundred (100) tons on any one day, then any payment made for that day, over and above the number of tons actually quarried and shipped, shall be applied to the payment of any rock or stone thereafter quarried and shipped in excess of One hundred (100) tons per day. All payments for rock, stone, rock dust, or other minerals or oil shall be paid for monthly on the 15th day of the month succeeding the month in which it or they were quarried and shipped, such payment may be made by check, mailed to Lessor, on or before the 15th day of the month, addressed to Travelers Rest Post Office, Greenville County, South Carolina, or such other postoffice indicated in writing by the Lessor. In case any rock or stone shipped from the said quarry is shipped northward on the Greenville and Northern Railway and is not actually weighed, then each car of such rock or stone shall be taken and deemed to be fifty (50) Tons and it shall not be necessary to have said car actually weighed unless such weighing shall be demanded by the Lessor, but if the Lessor shall make such demand then such rock or stone shall be weighed and the actual weight taken, unless some other method of computing the weight be mutually agreed upon.

It is further covenanted and agreed by and between the parties hereto, that the Lessee shall not drill for oil or mine for valuable minerals or upon any other quarry on the said premises, other than the one now open, without the consent of the Lessor; nothing herein, however, is to be construed to prevent the Lessee from extending the opening of the present quarry in any direction he may see fit without obtaining such consent.

It is further mutually covenanted and agreed that the said Lessor shall have the right to use any part of the above described lands for the purpose of farming, residence, or stock raising purposes, provided that such use, shall not interfere with the proper working of the quarry, mines or oil wells now open or to be hereafter opened. And in consideration of the use of the land, the said Lessor hereby agrees that he will hold the said Lessee, his heirs, executors, administrators and assigns, harmless from any loss, injury or damage which may be sustained by him, or any member of his family, or his servants or agents, or to the said lands or any residence, building or personal property thereon.

It is further covenanted and agreed that no right is hereby granted the Lessee to cut any trees upon the said premises except to make room for necessary buildings and structures and for the -

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