

the period hereinbefore specified, complete its operation of cutting, assembling, removing and transporting the timber and trees hereunder conveyed, and all other timber, trees and timber products, in and from the particular district in which the lands hereinbefore described are situate, and for which rights of ingress and egress, ways and easements are hereunder granted, then, and in that event, the Vendee, its successors or assigns, shall, by good and sufficient Quit-Claim Deed, Release and Relinquish unto the said Vendor, his heirs and assigns, all claim in and to the lands hereinbefore described. This shall not be construed, however, to limit or alter any of the rights hereinbefore granted, and release of said premises, or any part or portion thereof before the expiration of the time hereinbefore specified, shall be effected only at the option of the Vendee, its successors or assigns, and at such time as the Vendee, its successors or assigns, shall deem that need no longer exists for such rights, ways and easements over and across said land in connection with its timber operations. In the event of such release the said Vendee, its successors or assigns, shall be forever acquitted from any and all obligations imposed hereunder.

Payment of taxes

Third A: That the said Vendee, its successors or assigns, shall and will pay one-half (1/2) part of all State and County Taxes and Special Assessments, of whatsoever nature, hereafter and during the full term, time and period hereinbefore set forth, levied and assessed on the said Land, Timber, Trees and Property Rights, and the said Vendor, his heirs or assigns, shall and will pay the other and remaining One-half (1/2) part thereof.

B: That the said land, timber, trees, buildings, improvements and other property rights, shall be returned to the proper taxing authorities for taxation purposes, during the life and term of this agreement, in the joint names of the said Vendor and Vendee, their respective heirs, successors and assigns.

C: That the Vendee, its successors or assigns, shall and will attend to and assume the Payment of all taxes hereafter and during the life and term of this agreement, levied and assessed against said Land, Timber, Trees and Property Rights, when and as the same become due and payable, upon condition, and with the express understanding that the said Vendor, his heirs or assigns, shall and will, in each and every year repay to the said Vendee, its successors or assigns, his or their prorata portion of all taxes so paid, in accordance with the agreement hereinbefore expressed within thirty days after receipt of notice from the Vendee (its successors or assigns) of the amount due thereunder, and that, upon such reimbursement to the said Vendee, its successors or assigns, duplicates of the official tax receipts evidencing payment shall be furnished to the said Vendor, his heirs or assigns. That the said Vendor, his heirs or assigns, shall keep the said Vendee, its successors or assigns, advised as to his or their mailing or Post Office address, and in the event of failure so to do, notice of the amount of taxes due in any year, under this agreement, sent to the Post Office address last known to the said Vendee, its successors or assigns, shall be considered due and sufficient notice thereof.

D: That should the said Vendor, his heirs or assigns, in any year, default in the payment of his or their pro-rata share of said taxes, as above set forth, then, and in that event, any and all amounts paid for the account of said Vendor his heirs or assigns, so in default shall be and are hereby made a lien against the Land and Property Rights hereinbefore -

(Next Page)

described, still remaining in the said Vendor, his heirs or assigns, and not herein conveyed, for the reimbursement thereof, with interest, unto the said Vendee, its successors or assigns, in like manner as if the same were secured by a mortgage duly executed, And Further,

E: Should the Vendee, its successors or assigns, fail to keep and perform its agreement to pay such taxes and assessments, when, and as the same become due and payable, and shall allow the same to become delinquent, then, and in that event, any and all taxes so in default shall be paid by the Vendor, his heirs or assigns, and the pro-rata amount of any such tax so paid by the said Vendor, his heirs or assigns, for the account of the said Vendee, its successors or assigns, together with all costs, penalties and interest incurred through defaulted payment, shall be and is hereby made a lien against the Timber, Trees and Timber Property Rights hereunder conveyed and granted for the reimbursement thereof, with interest, unto the said Vendor, his heirs or assigns, in like manner as if the same were secured by a mortgage duly executed.

F: That in the event of change in the method of taxation of Real Property (whether by amendment of the State Tax Laws or otherwise) in such manner so as to sever from the assessment of Real Estate, and to separately assess and tax, Timber, Trees and Timber Property Rights, the agreements and covenants hereinbefore expressed as pertaining to the joint return and payment of taxes, shall cease and determine, and returns and payment thereafter be made by the respective parties on their separate Property Rights.

G: It is expressly understood and agreed, That the agreements hereinabove set forth as relating to the payment of taxes, are co-extensive, only, with the life and term of the Timber Rights herein granted and conveyed, and, that with the expiration of the period in which to cut and remove the timber granted as hereinbefore specifically set forth, or in the event of the release of said land by Vendee, its successors or assigns, as hereinbefore provided for, said agreements shall cease and determine, and the Vendee, its successors and assigns, be duly acquitted from further obligation thereunder.

In witness whereof, I have hereunto attached my hand and affixed my seal this 13, day of June A.D. 1923.

Signed, sealed and delivered

in the presence of:

Bertha M. Green,

U.S. Stamps \$2.50
S.C. Stamps \$2.50

William G. Surrine (Seal)

W. Hayne Perry.

State of South Carolina,)
County of Greenville.) SS

Personally appeared before me W. Hayne Perry and made oath that he saw the within named William G. Surrine, sign, seal and as his act and deed deliver the within written instrument, and that he with Bertha M. Green witnessed the execution thereof.

Sworn to before me this 13th,
day of June, A.D. 1923.

Geo. W. Surrine (Seal)

W. Hayne Perry

N.P. for South Carolina.

My Commission Expires at the
Pleasure of the Governor.

(Over)