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 This Agreement made this 15th day of November, A.D. 1925, by and between Saluda Land & Lumber Company, a Delaware corporation (hereinafter for convenience sometimes called "Vendor"), first party, and Carolina Lumber Company, Incorporated, a South Carolina corporation (hereinafter for convenience sometimes called "Purchaser"), second party.

Witnesseth: That the parties hereto respectively agree as follows:

(1) Property sold to Purchaser: In consideration of the mutual and reciprocal covenants and obligations of the parties hereto which are hereinafter set forth, and for the price and upon the terms and conditions hereinafter stated, the Vendor hereby agrees to sell and convey to the Purchaser, and the Purchaser hereby agrees to purchase from the Vendor, the timber lands and Timber rights in Greenville County, South Carolina, described in "Exhibit A" hereto attached and made a part hereof, and identified by the respective signatures of F. G. Hamblet and E. E. Child on the margin of each page thereof.

(2) Abstracts of title and examination thereof: The Vendor shall, within ten (10) days from the date hereof deliver to the Purchaser merchantable abstracts of title (brought down to a date showing conveyance to the Vendor) covering all property described in said Exhibit "A". The Purchaser shall have fifteen (15) days after such delivery within which to examine such abstracts. If from such examination the Purchaser is of the opinion that the title of the vendor to any of said property is unmarketable, the Purchaser may, within said fifteen (15) days, return the Vendor said abstracts of title, and at the same time deliver to the Vendor the signed exceptions of the Purchaser, setting forth the legal description of all timber lands and/or timber rights the title to which the Purchaser considers unmarketable and the detailed reasons for such opinion. If the Purchaser should fail to deliver to the Vendor such exceptions within said fifteen (15) days, or if the total area of timber lands and/or timber rights embraced in such exceptions does not exceed five per cent (5%) of the total area thereof described in said "Exhibit A", then in such event or in either of such events the Purchaser shall be conclusively presumed to have approved the titles to all property described in said "Exhibit A" and even if such exceptions shall be delivered within such time, the Purchaser shall be conclusively presumed to have approved the titles to all property except that portion described in said exceptions.

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If, however, the acreage of property declared unmarketable in said exceptions shall exceed said five per cent. (5%), then the question whether or not the titles thus declared unmarketable are in fact unmarketable shall be determined by two attorneys chosen as next herein provided. Within ten (10) days after receipt of such exceptions, one of said attorneys shall be chosen by the Vendor, who shall within said period given to the Purchaser notice of such selection. Within the same period of ten (10) days the other of said attorneys shall be chosen by the Purchaser, who shall within said period given to the Vendor notice of such selection. Said abstracts and exceptions shall then be delivered to said attorneys, and their decision regarding the title to the property embraced in said exceptions shall be final and binding upon the parties hereto.

If, however, within seven (7) days after such delivery of said abstracts and exceptions to said attorneys, they are unable to agree on the question of the marketability or nonmarketability of any titles covered by such exceptions, they shall forthwith choose a third attorney as a referee or umpire, and the finding of a majority of the three attorneys so selected shall be final and binding upon the parties hereto. As soon as said attorneys or a majority of them, as the case may be, shall reach an agreement on the questions thus submitted to them, a signed report of their findings shall be forthwith sent by them to the Vendor and the Purchaser. The effect of such report shall be as follows:

(a) If, according to such report, the title to not more than five per cent. (5%) of the area of timber lands and/or timber rights described in said "Exhibit A" shall be found to be unmarketable, the Purchaser's exceptions shall be disregarded and the title to all of said property, including said five per cent. (5%) or less, shall be deemed marketable.

(b) If, according to such report, the title to more than five per cent. (5%) and less than ten per cent. (10%) of the area of property described in said "Exhibit A" shall be found to be unmarketable, the Purchaser shall nevertheless be obligated to purchase the marketable portion of such property, but in such event the total purchase price hereunder of said property shall be abated and reduced at the average price per acre hereunder for such part of said unmarketable portion as exceeds said five per cent. (5%); Provided, However, That if at any time or times before May 15, 1927, the Vendor shall take such action as in the opinion of said attorneys or a majority of them (as the case may be) shall render marketable any or all of the titles previously considered unmarketable in such report, the Purchaser shall be obligated to take hereunder the property (the title to which is thus rendered marketable) and shall in every such case at once give its additional notes as hereinafter provided on the basis of said average price per acre, for each acre of such last mentioned property (not previously covered by notes). If, in said attorneys' opinion, the title to more than five per cent. (5%) of the property described in said "Exhibit A" shall not be rendered marketable until after May 15, 1927, the Purchaser shall not be obligated to purchase and pay for such part of said unmarketable title as exceeds said five per cent. (5%).

(c) If, according to such report, the title to ten per cent. (10%) or more of the area of property described in said "Exhibit A" shall be found to be unmarketable, the Purchaser, may, if it so elects, decline to proceed further under this Agreement, provided it promptly gives to the Vendor notice of such election. Thereupon the Vendor shall forthwith return to the Purchaser all earnest money theretofore received by the Vendor, free from all claim of the Vendor therein or thereto. If, however, the Purchaser elects to proceed, even though the defective titles exceed said ten per cent. (10%), it may do so, in which event the Purchaser shall be entitled to the same -

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