

North Carolina }
Polk County }

This contract, made and entered into this 9th day of April, 1935 by J. I. Green, of Polk County, North Carolina, party of the first part, and L. C. Lockhart and L. J. Lockhart, of Greenville County, South Carolina, parties of the second part,

Witnesseth:

That whereas J. I. Green purchased from M. C. Palmer all of the merchantable saw timber on a tract of land owned by the said M. C. Palmer, in Glassey Mountain Township, Greenville County, South Carolina, on the certain land at the head of Lake Lanier containing 94 acres more or less, and thereupon the said J. I. Green and L. C. Lockhart entered into a verbal contract whereby L. C. Lockhart was to log and manufacture said trees into rough lumber and to pay therefor 40,000 feet of rough lumber, delivered to the planing mill of J. I. Green, on the Highway between Sanderson and Tayon, and

whereas, the said L. C. Lockhart delivered 18,000 feet of rough lumber to J. I. Green, pursuant to the aforesaid agreement and the said J. I. Green advanced the said L. C. Lockhart the sum of \$40.00, and

whereas, the said parties have desired a better and more definite understanding regarding the further cutting of the said timber;

Now, therefore, in consideration of the premises and of the mutual covenants and promises herein undertaken to be kept and performed, the said parties do covenant and agree as follows:

The parties of the second part are to log and manufacture all of the remaining timber on the tract of land referred to in the premises as quickly as the same can be done, and not to exceed in any event a period of four (4) months from the date hereof.

The parties of the second part do agree to pay to the said J. I. Green for said timber, in rough lumber delivered at the planing mill of J. I. Green, on the Sanderson-Tayon Highway, 30,000 feet of rough lumber and it is expressly agreed that the same shall be paid for in the following manner:

J. I. Green is to have title of all the lumber manufactured from the timber on the above mentioned tract, and the parties of the second part expressly agree that in removing the lumber so manufactured they will not at any time remove one load thereof ^{without} delivering an equal load to J. I. Green at his planing mill. The title to one-half of the lumber shall at all times be in J. I. Green and upon the parties of the second part failing to deliver the same in accordance with the terms thereof, a misappropriation of the said lumber shall amount to a breach of trust and the said J. I. Green is expressly given the right to enter on said premises and haul off lumber equal to his part thereof. When the 30,000 feet of lumber shall have been delivered to J. I. Green, it is understood that all manufactured lumber then remaining shall be the property of the parties of the second part and they shall have the right to sell and dispose of the same, but in no event shall this right extend beyond the period of four (4) months and after the said four months' period shall have expired, all rights of the said parties of the second part to continue on said land, or to cut any trees thereon shall terminate and