

It is further understood and agreed between the Parties hereto that the books of Party of the Second Part shall remain open to inspection by Party of the First Part at all times during the life of this agreement. Party of the First Part further agrees to accept the values accepted by Party of the Second Part for any and all minerals mined on said property.

It is further agreed between the Parties hereto, and understood, that if the Party of the Second Part shall give up this lease, or this agreement become null and void, then Party of the First Part shall have the right to royalties from any ore mined and remaining on said property on the scale of royalties hereinbefore stated. It is further understood and agreed that Party of the Second Part shall obtain recovery of the values of said mined ore, and may remove the same from the property for that purpose at any time within ninety days following the termination of this agreement, but if Party of the Second Part shall fail to so process said ore and recover the values therefrom within said period of time, then he shall forfeit any right of any proceeds whatsoever from said mined ore.

It is further agreed that the Party of the Second Part, his heirs, executors, administrators, or assigns shall commence mining operations within six months from date of signing this agreement and should he cease work for a period of more than ninety days without written permission from the Party of the First Party, this lease will become null and void.

It is further agreed between the Parties hereto that should the mining operation show returns of less than \$100.00 per acre average in royalty then the Party of the First Part may demand in writing that the operation cease and then this agreement will then become null and void.

Party of the First Part hereby covenants and agrees that he has the full right to enter into this contract, that said property is free and clear from any and all encumbrances and that they will warrant and defend their title to the premises herein leased.

This agreement cancels all previous agreements between the Parties hereto and is the only one in effect.

The covenants and agreements herein contained shall enure to the benefit of and be binding upon all of the Parties hereto, their heirs, executors, administrators, and assigns, respectively.

In witness whereof the Party of the First Part and Party of the Second Part have hereunto set their hands and seals the day and year first above written.

Witness: T. C. Burton W. P. Sloan (SEAL)  
Mrs. Pearl Burton. C. L. Stark (SEAL)

Personally appeared before me W. P. Sloan and made oath that he signed the within agreement Dec. 13, 1939

B. D. Henson  
N. P. for S. C. expires at will of Gov.  
State of South Carolina,  
County of Greenville.



Personally appeared before me T. C. Burton and made oath that he saw the within named W. P. Sloan & C. L. Stark sign, seal and as his her their act and deed, deliver the within instrument, and that he with Mrs. Pearl Burton witnessed the execution thereof. Sworn to before me, this 4th day of January, A. D. 1940.

Geo. R. Sloan (SEAL) T. C. Burton  
Notary Public S. C.



The State of South Carolina,  
Greenville County

Renunciation of Dower.

I, B. D. Henson do hereby certify unto all it may concern that Cora Sloan the wife of the within named W. P. Sloan, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named C. L. Stark of Henderson County, N. C. his heirs, assigns all her interest and estate, and also her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 13 day of Dec. A. D. 1939

B. D. Henson Cora Sloan.  
Notary Public for South Carolina.



No Stamps.

Recorded February 7, 1940 at 3:34 P. M. #1656 BY: E. G.