

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

THIS AGREEMENT made and entered into this the 4th day of February, 1941, by and between H. E. Cook and Viola Cook, of the first part, hereinafter referred to as "Sellers", and Walter Peterson and C. N. Garland, parties of the second part and hereinafter referred to as "Purchasers", to-wit:

That for and in consideration of the money paid and to be paid as is hereinafter stated, the Sellers have sold and the Purchasers have bought from them all of the timber and trees growing on said premises within an area of about 125 acres, being a part of what is known as the W. D. Cox place and situate about three miles east of Marietta, in said County and State, said area to be pointed out to the Purchasers by the Sellers, excepting, however, all timber and trees measuring less than eight inches in diameter at one foot above the ground, all line trees and all old trees that have matured beyond the condition for timber purposes.

The Purchasers may clean up and remove all laps from trees felled and cut by them but are not to throw any laps into the adjoining fields; that they are not to fell any trees so that they may fall into the adjoining fields or on fences or as far as possible on growing timber measuring less than eight inches in diameter or to injure the same; they shall not make any roads for passage to and from said area through any field or cultivated ground, and in the event they, their servants, agents or employees do negligently and carelessly do any of the things herein excepted and thereby cause damage, the purchasers will compensate the Sellers for such damages; that they shall not make any roads through said property in such location or manner as will cause material damage, and in the event said roads are so made and used as will result in gulleys or any injurious conditions, the said Purchasers will repair the same and leave said premises in good and usable condition.

All of the trees and timber proposed to be cut and felled by the Purchasers shall be so done and removed from the premises, together with the laps therefrom, not later than the 31st day of December, 1941.

In the event the Sellers shall sell and convey said premises, such sale and conveyance shall be subject to this agreement.

The time above fixed for the termination of this contract shall not be extended for any of the purposes aforesaid, except upon agreement upon the terms for said extension by the parties hereto and entered into thirty days before the termination of this contract.

The consideration for the sale and purchase of the trees and timber aforesaid is the sum of Fourteen Hundred & no/100 (\$1400.00) Dollars, Five Hundred & no/100 (\$500.00) Dollars of which shall be paid upon the signing and sealing of these presents and the remaining Nine Hundred & no/100 (\$900.00) Dollars shall be paid within forty days after the saw mill of the Purchasers shall have been installed and ready to operate, and for the remainder of the purchase price as above stated the Sellers shall have a lien upon all trees, timber and lumber into which said trees and timber may be converted, to secure the payment of said Nine Hundred & no/100 (\$900.00) Dollars, as aforesaid, and upon failure on the part of the Purchasers to pay the same, may enforce said lien by foreclosure and sale in a manner as is provided by law for the foreclosure and sale of property covered by chattel mortgages.

Should the Purchasers sell and dispose of any trees, timber or lumber into which such trees and timber have been converted before the payment of the balance of the purchase price herein stated, the proceeds, less the costs of the conversion into lumber, of such sale shall be applied upon the remainder of said purchase price.

IN WITNESS WHEREOF the parties hereto do hereunto set their hands and seals in duplicate this the day and year first above mentioned.

Signed, sealed and delivered  
in the presence of:

Edna Thomason  
B. A. Morgan.

H. E. Cooke (L. S.)  
Viola Cooke (L. S.)  
Sellers.  
W. Peterson (L. S.)  
C. N. Garland (L. S.)  
Purchasers.

State of South Carolina,  
County of Greenville.

Personally appeared before me Edna Thomason, who being duly sworn says that she saw the within named H. E. Cook, and Viola Cook, as Sellers, and Walter Peterson and C. N. Garland, as Purchasers of the within instrument, sign, seal and as their act and deed deliver the same for the uses and purposes therein mentioned, and that she with B. A. Morgan witnessed the execution thereof.

Sworn to before me this 4th day of February, 1941.

Edna Thomason

B. A. Morgan (L. S.)

Notary Public for S. C.

S. C. Stamps \$3.00

U. S. Stamps \$1.65

Recorded February 4, 1941 at 11:45 A. M. #1579 BY: E.G.