

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

SALE OF TIMBER.

Whereas, Mrs. Comer Young Austin and Mrs. W. L. M. Austin, Jr., own jointly a certain tract of land hereinafter referred to; and

Whereas, Greenwood Lumber Company, a corporation, is desirous of purchasing the timber now growing thereon,

Now, therefore, this agreement, made and entered into by and between Mrs. Comer Young Austin and Mrs. W. L. M. Austin, Jr., hereinafter referred to as Sellers, and Greenwood Lumber Company, a corporation, hereinafter referred to as Purchaser,

WITNESSETH:

The Sellers, in consideration of the sum of \$1550.00 paid to them by the Purchaser, the receipt of which is hereby acknowledged, do by these presents sell and convey unto the Purchaser the timber located upon the following described tract of land:

"All that certain piece, parcel or tract of land in Austin Township, Greenville County, State of South Carolina, containing 17.69 acres, more or less.

Beginning at a stone on Will Perrett's line and running thence N. 11 W. 23.73 chs. to stone; thence N. 72-30 E. 6.16 chs. to road; thence along road S. 15-45 E. 18.02 chs. to bend; thence S. 35 E. 6.38 chs. to stone; thence S. 76 W. 10.25 chs. to the beginning corner; said tract being bounded on the North by lands of A. D. Tanner, on the East by Public Road, on the South by lands of Will Perrett, and on the West by lands of A. D. Tanner,"

subject to the following terms and conditions:

(1) The Purchaser is to have the right of ingress and egress upon said land and to cut and remove all pine timber 8 inches in diameter (12 inches from the ground and above) at any time between this date and January 6, 1944.

(2) All timber other than pine is not to be cut.

(3) All slabs are to belong to the Purchaser but the tops and tree laps are to remain the property of the Sellers and they shall have the right to go upon the land after the logs are removed and to take whatever steps that are necessary to preserve or to sell said tops and laps.

It is distinctly understood that time is of the essence of this contract, and should the Purchaser fail and neglect to remove said timber within the time herein specified the Purchaser shall forfeit the sum so paid as liquidated damages and shall thereafter have no right to go upon the premises.

This contract shall bind ourselves, our heirs, executors, administrators, successors and assigns.

In witness whereof, the parties hereto have hereunto set their hands and seals, in duplicate, this the 6th day of January, A. D. 1942.

Signed, sealed, and delivered in the presence of:

Kitty Browne

J. L. Love.

Witnesses as to Mrs. Comer Young Austin, Seller;
and Greenwood Lumber Company, a corporation,
Purchaser.

James E. Goodson

H. S. Morgan

Witnesses as to Mrs. W. L. M. Austin, Jr., Seller.

Mrs. Comer Young Austin (L.S.)

Mrs. W. L. M. Austin, Jr. (L.S.)
Sellers.

Greenwood Lumber Company

BY: E. W. Milford.

President,
Purchaser.

State of South Carolina,
County of Greenville.

Personally appeared before me Kitty Browne and made oath that she saw the within named Mrs. Comer Young Austin, as Seller, sign, seal and as her act and deed deliver the within written instrument for the uses and purposes therein mentioned, and that she saw the within named E. W. Milford as President of Greenwood Lumber Company, a corporation chartered under the laws of the State of South Carolina, sign, and seal and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that she, with J. L. Love, witnessed the execution thereof.

Sworn to and subscribed before me this the 6th day of January, A. D. 1942.

J. L. Love (SEAL)

Kitty Browne.

Notary Public for State of South Carolina.



State of Georgia,
Fulton County.

Personally appeared before me James E. Goodson, and made oath that he saw the within named Mrs. W. L. M. Austin, Jr., as Seller, sign, seal and as her act and deed deliver the within