

Mining Lease

State of South Carolina,
Greenville County.

This indenture made this 27 day of May, 1943, between W. O. Boling and Mary Boling his wife of Greenville County and State of South Carolina, as parties of the first part, and known as lessors, and M. C. Snyder and E. B. Saylor, of Rutherford County and state of North Carolina, of the second part and known as lessees;

Witnesseth, That the party of the first part, in consideration of the agreements hereinafter contained, on the part of the party of the second part to be performed, hereby bargains, leases and grants to the party of the second part, and heirs and assigns, for the period of 2 years from the date of this agreement, the following described real property, for mining purposes, in the County of Greenville, State of South Carolina, to-wit:

Being the farm owned by party of the first part containing $42\frac{1}{2}$ acres, bounded on North by Charles Satterfield, South by Sullivan, East by Sullivan, west by J. O. Jenkinson being the same property, as recorded in records of Greenville Co. S. C. in deed book "I" at page 131, dated Nov. 14th, 1923.

To have and to hold the said lands to them, for mining purposes, the said M. C. Snyder & E. B. Saylor, and their heirs and assigns for the aforesaid period of 2 years, upon a full compliance with the conditions of this instruments, for the purpose and with the right to dig, quarry, search for and obtain any kind of minerals, metals or fossils, and particularly mica and to conduct the same to any extent the said part of the second part may desire. And it is hereby agreed between the parties to this agreement that the part of the second part are to have the use of the unoccupied buildings on said lands for mining purposes, or have a right to erect such, if necessary, during the continuance of this lease, and keep the same in as good condition as when received, unavoidable accidents excepted. And it is also agreed by part of the second part that no unnecessary damage is to be done to the lands herein leased during the continuance of said lease, but the said part of the second part shall have right to take from said lands of party of the first part any wood or timber to carry on said mining operations, or to erect buildings on said lands. (Timber of high or special market value excepted.) And the part of the second part are to have right-of-way of ingress and egress to said mines. The said party of the second part hereby agree to pay to the said part of the first part, or heirs or assigns, a rental or royalty of $12\frac{1}{2}\%$ or $1/8$, on mica & other minerals taken and sold from said mines for the use of the said lands for the aforesaid period of Two years only; payable as follows:

Payable on computation of selling bills on the tenth of each month covering sales during the previous month.

Royalties on all other minerals mined and sold shall be determined on a percentage basis and be governed by the market value.

The term of this lease shall not be extended except with the option of the lessors; and in case of renewal, this instrument may stand if proper amendments are duly witnessed and attached in writing hereto. The lessors reserve the right to use the land, or convey the same not conflicting with this lease, but under any conveyance the terms of this lease must be recognized by the assigns thereof. The lessee is not to assign this lease without license of the lessors.

But it is expressly agreed that unless mineral or fossil material of practical value for mining purposes shall be found within 90 days from the date of this instrument, this lease may be terminated by the lessee at any time thereafter, on 30 days notice to the lessor. The lessee agree that during continuance of this lease work in said mines shall not cease longer than 60 days at any one time, unavoidable accidents excepted. Mica to be sheeted on the premises.

Witness our hands and seals the day and year first above written.

Witness:

D. J. Smith

P. B. McCauley

W. O. Boling (SEAL)

Mary Boling (SEAL)

South Carolina, Greenville County.
Greenville Township.

I, P. B. McCauley, do certify that W. O. Boling, and Mary Boling his wife personally appeared before me this day, and acknowledged the due execution of the annexed Mining Lease and the said Mary Boling being by me privately examined separate and apart from her said husband, touching her voluntary execution of the same; doth state that she signed the same free and voluntarily, without fear or compulsion of her said husband, or of any other person, and that she doth still voluntarily assent thereto.

M. C. & E. B. Snyder This 27th day of May, 1943.

P. B. McCauley,

Justice of the Peace.

