

THIS INDENTURE made and entered into at Greenville, South Carolina on this the 14th day of July, 1944, by and between H. D. Burns and C. N. Garland, hereinafter designated as the, "Sellers"; and R. M. Conner, hereinafter designated as the "Purchaser":

WITNESSETH

I.

That in consideration of the mutual agreements and promises of the parties as herein contained, the Sellers hereby agree to sell to the Purchaser all sound standing timber of every kind measuring eight (8) inches in diameter at the stump as measured twelve (12) inches from the ground situated and standing on all that tract or parcel of land in Bates Township in the County of Greenville and State of South Carolina, containing six hundred (600) acres, more or less, and which boundary of land is bounded on the North by the property of William Stroud; on the East by Maretta-Docusville Road; on the South by property of Jim Pierce and on the West by the Beatty property.

II.

And the Purchaser accordingly hereby agrees to purchase said timber as above described under the terms and provisions of this contract and to pay therefor as the purchase price thereof an amount equal to Ten Dollars (\$10.00) per thousand lumber feet, the same to be due and payable on Saturday of each week hereafter upon all timber cut, sawed and removed from said premises during each preceding week while this contract remains in full force and effect.

III.

It is further agreed that the Purchaser shall have a period of three years from the date of this contract for the purpose of cutting, sawing and removing said timber from said premises, unless this contract be terminated under other provisions herein contained. It is further agreed that the Purchaser shall have the right of ingress and egress over, through and across all portions of said property during the life of this contract for the purpose of cutting and removing said timber, and with the further right of easement to install and operate a saw mill upon said premises for the purpose of sawing said timber and with the right of removing the saw mill equipment upon a termination of this contract; and such easements as aforesaid shall extend and be binding upon any vendee of said land during the life of this contract.

IV.

Title to said timber shall not be deemed to have passed to the Purchaser until the same shall have been cut, sawed, measured and removed from said premises and sold and delivered to a responsible buyer therefor, other than as to the slabs which belong to the Purchaser upon cutting and sawing the same; the laps and unsawed boughs shall remain the property of the Sellers; and further provided however that the logs may be cut and removed which measure more than fourteen (14) inches in diameter at the tip, provided the same are measured on the premises by the Sellers according to the Doile Log Rule and their consent is obtained thereto in respect to each sale as to the designation of the logs thusly to be sold and at a price to be agreed upon but in keeping with the price otherwise receivable if the quantity be determined by lumber measurement and to be settled for in the way and manner as hereinbefore provided for lumber sold after being sawed.

V.

The Purchaser agrees to cut and saw all lumber and logs upon said boundary measuring eight (8) inches in diameter at tip of such logs as also measure ten (10) feet in length and to cut, saw, remove, sell and pay for a minimum of seventy-five thousand (75,000) feet per month