

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE.

This contract made and entered into at Greenville, South Carolina, on the 2nd day of August, 1946, by and between John D. Walker, hereinafter designated as the Seller, and H. Hoke Smith, hereinafter designated as the Purchaser, witnesseth:

That in consideration of the mutual agreements and promises of the parties as herein contained, the Seller hereby agrees to sell to the Purchaser all standing timber of every kind that squares four inches or more at the stump as measured eight inches from the ground, situated and standing on all that tract or parcel of land in Chick Springs Township, Greenville County, South Carolina, containing 40.78 acres, more or less, and which land is bounded by lands of Vaughan and Holtzclaw, and being the same property conveyed to John D. Walker by O. C. Batson by deed dated October 4, 1946, deed recorded in the R. M. C. Office for Greenville County in Deed Book 268, page 64.

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 the sum of eighteen hundred dollars in cash, the same being paid at the time of the signing of this contract, and in signing this contract the Seller hereby acknowledges receipt of the payment in full of the said eighteen hundred dollars.

It is further agreed that the Purchaser shall have a period of nine months from date of this contract for the purpose of cutting, sawing and removing said timber from said premises. 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 saw-mill equipment on or before the expiration date of this contract, and such easements and rights as aforesaid shall stand and be binding upon any purchaser of said land during the life of this contract.

Title to said timber is deemed to have passed to the Purchaser at the time of the signing of this contract, receipt of the purchase price having been acknowledged and said timber shall be removed from the premises on or before the termination date of this contract as above set forth.

The Purchaser agrees to proceed with the orderly and expeditious work of cutting, sawing, and removing said timber, and to conduct the operations hereunder provided and in a good and workmanlike manner and in such way and manner as shall not result in unavoidable, damages to the property or the Seller, and with the right in the Seller to inspect said premises and the operations thereon from time to time.

The Purchaser shall have the right to sell this contract, but any subsequent purchaser shall be subject to the terms and provisions of this contract.

Upon termination of this contract at the expiration period or for any reason, all rights of the Purchaser shall thereupon cease in respect to any and all of said timber remaining on the premises, whether cut or sawed.

It is expressly understood and agreed that the Purchaser will leave the "tops" from all timber cut under this contract on the premises for the use and benefit of the Seller, and

*March 5, 1947*  
*terminating at Hoke Smith's purchase*  
*signed by John D. Walker*  
*Office of Hoke Smith*  
*10 DAY*  
*RECORDED AND INDEXED*  
*APR 10 1947*  
*R. M. C. OFFICE GREENVILLE COUNTY S. C.*