

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

*(A Duplicate)*

This contract made and entered into at Greenville, S.C., by and between J. D. Robins, Party of One Part, hereinafter referred to as "SELLER", and O. B. Burdine, *O. B. Burdine*, *H. B. Burdine* and *W. J. Burdine*, Parties of Second Part, hereinafter referred to as "PURCHASERS", witnesseth:

That for the consideration hereinafter set forth and as hereinafter set forth, J. D. Robins, Seller, agrees to sell and convey to Purchasers by good and sufficient fee simple general warranty deed, free and clear of all liens and encumbrances (except as is hereinafter set forth), an acreage of approximately THREE HUNDRED AND TWENTY (320) ACRES of land from a certain tract of THREE HUNDRED AND SIXTY FIVE (365) ACRES-tract now owned by Seller, situated in *Solida* Township, Greenville County, State of South Carolina, and on waters of Terry Creek about twenty two (22) miles north of the City of Greenville; the said 320 approximate acres to be, and as determined by a survey to be made in a reasonable time, that is, on or before the *10<sup>th</sup>* day of *Jan*, 1947, by a competent Surveyor selected and paid by *J. D. Robins* and the said 320 approximate acreage to be the *320* portion of said original tract of 365 acres. Said deed is to convey to Purchasers, also, the dwelling house and barn completed, for the construction of which, provision is herinafter made and agreed upon by the Parties hereto; and the said 320 acres so surveyed and determined, together with said dwelling house and barn when completed thereon, and any and all other buildings on said 320 acres, approximately, shall hereinafter be designated and referred to as "said lands and premises".

LESS, HOWEVER, AND EXCEPTING FROM SAID CONVEYANCE all the standing timber on said 320 acres, approximately (to be determined by said survey), measuring Seven (7) inches and over, across stump at a distance of Twelve (12) inches above ground. Also, all slabs therefrom. And which standing timber and slabs, Seller expressly reserves to and for himself.

And the Purchasers agree as follows: (1) to allow Seller a period of Three (3) years from date of said deed to be made, in which to cut timber, saw and remove lumber from said lands and premises; (2) to allow Seller to set down and establish his saw mill and mill yard and do the sawing of said timber in one or more places on said lands and premises, such place or places to be selected by Seller as may be necessary for and suited to said saw mill, yard and work; (3) to allow Seller to move said saw mill, yard and work from one place to another, or others, from time to time, as may be necessary and required to accomplish said work; (4) to allow Seller to make and build such, roads, ways and bridges, etc., as may be necessary in order to move said saw mill, yard and work from one place to another and in order to log, saw and remove lumber from said lands and premises after being sawed, and to do any and every thing necessary to accomplish same; (5) to allow Seller free ingress and egress to and from said lands and premises and over same, so as to accomplish said work of cutting, logging, sawing and removal of lumber; and (6) to allow Seller to cut and clear any trees, bushes and underbrush on said lands and premises, if, as and when necessary.

And should Seller, while engaged in said saw mill work as aforesaid and to accomplish same, damage and/or destroy any crop or crops of Purchasers, or their Tenants, growing on said lands and premises, or damage and/or destroy such while moving onto, over or off said lands and premises, the Seller agrees to pay Purchasers a reasonable sum as damages therefor, such damages and amount to be paid therefor, to be determined by three disinterested persons, one of whom is to be selected by Seller, one by Purchasers, and the two to select a third, and Seller and Purchasers to abide their decision.

Seller agrees to furnish sufficient rough lumber to Purchasers to build on said lands and Premises one six-room dwelling house, with dimensions 28x42 feet, and one four-stall barn.

*Attest:*  
*Harrison*  
*K*

Lien Released By Sale Under  
Foreclosure *25* day of *June*  
A.D., 19*51*. See Judgment Book

SATISFIED AND CANCELLED OF RECORD  
*25<sup>th</sup>* DAY OF *June* 19*51*  
*Ollie*