

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



THIS INSTRUMENT, Made and entered into this 4th day of January, 1949, by J. Z. CLEVELAND AND WIFE, MARY L. CLEVELAND, hereinafter referred to as parties of the first part, to J. T. GREEN, hereinafter referred to as party of the second part;

W I T N E S S E T H :

That the parties of the first part for and in consideration of covenants and agreements hereinafter set out, to be performed by the party of the second part, hereby grant to the party of the second part, his heirs and assigns, the right to cut the timber hereinafter specified for the term set out, on the property hereinbelow described, on the following terms:

The consideration for this right is the sum of \$10,000.00 payable as follows: \$4,000.00 cash, the receipt of which is hereby acknowledged, and the execution and delivery of a note executed by L. L. Bane and R. M. Beddingfield in the sum of \$6000.00 payable on or before six months after date with interest from date on the outstanding balance at six per cent. This note is secured by that certain note executed by W. A. Bennett and wife, May C. Bennett in the principal sum of \$7500.00, the balance owing on which is \$7500.00, there having been paid only the interest to this date - this note of \$6000.00 may be paid off at any time, and upon the final payment the security is to be returned to J. T. Green - dated 3 October, 1947, payable two years after date, secured by that Deed in Trust recorded in Office of Register of Deeds for Henderson County, North Carolina, in Book 155 at page 237. This note is payable to and endorsed by J. T. Green. In this connection, it is noted that J. T. Green, L. L. Bane, and R. M. Beddingfield have a separate agreement as to their respective interest in this operation, the terms of which do not concern the parties of the first part. It is specifically provided that the right of the party of the second part, his heirs or assigns, to cut this timber shall expire two years from the date hereof and after that date the party of the second part shall have no right whatever on said property, it being specifically understood and agreed that this agreement does not constitute a sale of the standing timber but is a right to cut for the time and on the terms herein set out. It is agreed by the parties that in the