

provided for, and the party of the second part shall thereupon execute and deliver to party of the first part his notes for the balance of the purchase money payable as herein stipulated, bearing interest from August 1st, 1919, at the rate of six per cent per annum, payable annually together with a purchase money mortgage securing said notes covering the properties so conveyed by the party of the first part, which said purchase money mortgage shall contain the usual tax and attorney's fee covenants.

All payments provided shall be made at the Peoples National Bank, Greenville, S.C., and the settlement as herein provided shall be made at said Bank.

It is agreed that the purchase money mortgage herein stipulated for, shall provide that the Mortgagor shall have the right to cut, manufacture and remove the timber on any specified area or areas of the lands covered by said mortgage, provided the said mortgagor shall first pay to the mortgagee a sum equal to five dollars per thousand feet, for each thousand feet of said timber within said area or areas, measuring ten inches in diameter and upwards twelve inches from the ground outside the bark. The timber on the area or areas to be cut, shall be estimated and agreed upon by the parties to said mortgage, and in the event of their failure to agree, the said parties shall appoint a competent estimator who shall fix the quantity of timber in said area or areas desired to be cut and whose estimate shall be final and binding upon the parties hereto. All amounts when and as paid for such timbers so cut pursuant to this stipulation, shall be applied to the payment of the note or notes of the mortgagor next falling due.

It is agreed that the mortgage herein stipulated for shall also contain a clause providing for the pledging as additional security to the notes of the mortgagor any saw mill, mill buildings, tramroads, and logging equipment hereafter to be placed on said property or elsewhere in South Carolina which shall be used for the cutting and manufacturing of the timber on said property, but the same shall not be construed to cover any manufactured lumber of the mortgagor.

It is further agreed that the State and County taxes on said property accruing for the year 1920 shall be paid by the party of the second part.

It is further agreed that the provisions of this contract shall be binding upon the parties hereto, and enure in favor of said parties their respective heirs, successors, and assigns.

In witness whereof the parties hereto have duly executed in duplicate this agreement, the day and year first above written.

In presence of:  
P.A. Hagood,  
H.L. Eckman.

The Saluda Corporation,  
By C.P. Cuthbert,  
Vice-President  
H.W. White,  
Secretary.



W.H. Cook, (L.S.)

State of South Carolina,  
Charleston County.

Personally appeared before me B.A. Hagood and made oath that he saw the within named The Saluda Corporation by C.P. Cuthbert, Vice-President sign and affix its corporate seal attested by H.W. White, its Secretary and as the act and deed of said The Saluda Corporation, deliver the above written deed, and that he saw the within named W.H. Cook sign, seal and his act and deed deliver the above written deed, and that he with H.L. Eckman witnessed the execution thereof by each party.

Sworn to before me this 9th,  
day of January 1920.  
Arthur R. Young,  
Notary Public for S.C.

B.A. Hagood

Recorded January 12th, 1920.

State of South Carolina,  
County of Greenville.

Supplementary memorandum of Agreement entered into this 15th, day of December, nineteen hundred and nineteen, by and between The Saluda Corporation, a corporation under the laws of the State of South Carolina, party of the first part, and W.H. Cook, of Duluth, Minnesota, party of the second part, Witnesseth:

Whereas, the parties hereto duly entered into an Agreement in writing dated the 28th, day of July 1919, affecting the purchase and sale of certain lands, timber, and timber rights owned by the party of the First Part, situate in Greenville and Pickens Counties, South Carolina, and Transylvania and Henderson Counties, North Carolina, and,

Whereas, the party of the second part has paid to the party of the first part, Twenty-five thousand (\$25,000) Dollars provided in said contract as payable on the first day of August, 1919, and Twenty-Five Thousand (\$25,000) Dollars, provided in said contract as payable on the first day of November 1919, and,

Whereas, the parties hereto desire to change the terms and times of the other payments provided in said Agreement,

Now This Agreement Further Witnesseth:

That the said contract and agreement heretofore referred to shall be amended as follows, so that the payments instead of being at the times provided in said Agreement shall be made in the following manner, to-wit:

Twenty-five thousand dollars, on the first day of February, 1920,  
Twenty-five thousand dollars, on the first day of August, 1920,  
Fifty thousand dollars, on the first day of February 1921,  
Fifty thousand dollars, on the first day of August, 1921,  
One hundred thousand dollars on the first day of August, 1922,  
One hundred and fifty thousand dollars on the first day of August, 1923.  
And the balance on the first day of August 1924.

The same to bear interest as provided in said agreement from August 1st, 1919, at six per cent, payable annually. It is further agreed, that the deeds provided in said contract and Agreement above referred to, and the notes and purchase money mortgage herein stipulated for shall be delivered on February the first, 1921, instead of February the first, 1920, as provided in said agreement. It is further agreed, that the party of the second part shall also pay the State and County taxes on said property accruing for the years 1920, 1921 and thereafter.

It is further agreed by the parties hereto that said contract or agreement, dated the 28th, day of July, 1919, is hereby confirmed in all respects save as modified and amended by this supplemental agreement.

In witness whereof the parties hereto have duly executed in duplicate this agreement the day and year first above written.  
In the presence of:

M.G. O'Neill,  
M.S. Welch.

The Saluda Corporation  
By C.P. Cuthbert,  
Vice-President.  
H.W. White,  
Secretary.



W.H. Cook (L.S.)

Charles C. Geer, As to W.H. Cook.  
L.M. Carlson,  
State of South Carolina, ) SS.  
County of Greenville. )

Personally appeared before me L.M. Carlson, who on oath did state that she saw W.H. Cook sign, seal and as his act and deed deliver the foregoing contract, and that she with Charles C. Geer witnessed the due execution thereof.  
Subscribed and sworn to before me  
this 3rd, day of January 1920.  
B.A. Hagood (L.S.)  
Notary Public for South Carolina.

L.M. Carlson

Recorded January 12th, 1920.

*For another Probate to this Agreement, see page 4 in this book.*