

## TITLE TO REAL ESTATE

48782 PROVENCE-J. ARARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

This agreement made and entered into this the 19th day of October, 1942, by and between Howard Caldwell, of the one part, and hereinafter referred to as seller and J. F. Welborn, of the other part, and hereinafter referred to as Purchaser.

## W I T N E S S E T H :

That for and in consideration of the sum of Eleven (1100.00) Hundred Dollars, the Seller does hereby agree to and does hereby sell unto the purchaser and he does hereby purchase from the seller all of the timber and other trees, except as is hereinafter stated, standing, growing and being on what is known and designated as tract No. 4 or O. E. Brown tract, being part of the late P. D. Roper property, situate in Paris Mountain Township, in said County and State and more particularly described in Deed Book 240, page 399, provided, however, that no tree shall be cut that measures less than eight (8) inches square twelve (12) inches from the ground. Said tract contains thirty (30) acres, more or less.

Also all timber and other trees, except as is hereinafter stated, standing, growing and being on what are known as Tracts 5, 10, and 11, being also a part of the P. D. Roper lands as above referred to, containing 130.65 acres, more or less, and more particularly described in a mortgage recorded in Mortgage Book 308 at page 308, provided, however, that no tree shall be cut that measures less than six (6) inches in diameter twelve (12) inches from the ground.

It is further agreed that the Purchaser shall have a way of ingress and egress from and to the outside roadway, same to lead from such roadway into the area covered by this agreement of sale and to be located at such place and of such dimensions as shall be agreed upon by the parties hereto, the purpose therefor being to enable the purchaser to cut, fell, saw and carry away the trees covered hereby.

It is further agreed that all timber covered hereby and being on tract No. 4 or the O. E. Brown place, shall be finally handled hereunder on or by the 31st day of December, 1942, and those on the other tracts mentioned, within the twelve months from date; that at the expiration of said times, respectively, as aforesaid, all rights of the Purchaser hereunder shall cease and determine.

The "EXCEPTIONS" hereinabove referred to are as follows: No trees or timber standing on the fifteen acres adjacent to the house or home tract, and all walnut and cherry trees wheresoever situate and a half dozen large maple trees to be selected by the Seller, shall be cut, provided such pine trees as measure as aforesaid may be cut although standing on the fifteen acres reserved.

It is further agreed that all slabs shall be and belong to the Purchaser and all laps, limbs and the like shall be and belong to the Seller.

In Witness whereof the parties hereto do hereunto set their hands and seal this the day and year first above written.

Signed, sealed and delivered  
in the presence of:

B. A. Morgan  
Anne M. Freeze

Howard Caldwell (SEAL)  
J. F. Welborn (SEAL)

State of South Carolina,  
County of Greenville.

Personally comes before me Anne M. Freeze who on oath says she saw the within named Howard Caldwell and J. F. Welborn sign, seal and deliver the before mentioned contract of sale and that she with B. A. Morgan witnessed the execution of the same.  
Sworn to and subscribed before me this the 19th day of October, 1942.

B. A. Morgan (SEAL)

Anne M. Freeze

Notary Public, S. C.

State of South Carolina,  
County of Greenville.

For value received, I, J. A. Park of said county and State do hereby release and forever relinquish unto Howard Caldwell for \$2300.00, dated January 31, 1942, recorded in Mortgage Book 308 at page 308, so far as the timber standing on the property therein described measures not less than 6 inches in diameter 12 inches above the ground. This release revokes and substitutes that certain other release of the timber on said premises dated the 7th day of January, 1942, and recorded in Mortgage Book 309 page 29.

In witness whereof, I do hereunto set my hand and seal this the 19th day of October, 1942.

In the Presence of:

B. A. Morgan  
Anne M. Freeze

J. A. Park (SEAL)